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Reviewed 20 transactions from SY2020 (July 2019 – June 2020).

These 20 vendors represents about 80% of the school's expenditures less salaries and benefits.

Description	Vendor		F	Total Expenditures	Total Expenditures less Salaries &	Total Revenue	% of Total	% of Total expenditure less	% of income	
		2		-	Benefits		expenditure	salaries and benefits		
		r 7.20 lotal	otal							
Lease	Ensign Leaming Center	€9	976,037,44	\$ 4,459,874,00	\$ 2,309,305,00	\$ 4,821,598,00	21.88%	42.27%		
Lunch Program	Premier Catering & Food Se	69	541,173.83				12.13%	23.43%	11,22%	
General Building Rep & Maint	O'Brien Property Maintenan	69	33,310,56				0.75%	1.44%	%69.0	
PE Facilities	ZMPC9	₩	27,785.98				0.62%	1.20%	0.58%	
Supplies & Equipment	Standard Restaurant	69	9,158.47				0.21%	0.40%	0.19%	
Phone/Alarm Services	AAA Security	69	8,162.08				0.18%	0.35%	0.17%	
IT Services	TechRight	69	47,562.56				1.07%	2.06%	%66'0	
	Joy Palmer	69	8,842,38				0.20%	0.38%	0,18%	
	Hannah Owen	69	6,282,69				0.14%	0.27%	0.13%	
	Southwest Education	69	00.006,6				0,22%	0.43%	0.21%	
	U.S.S.A.	69	2,100.00				0.05%	%60:0	0.04%	
	AVID Center	69	19,324.00				0.43%	0.84%	0,40%	
	Rachelle White	69	2,887.48				0.06%	0.13%	%90"0	
	Love and Logic Institute	69	5,907,49				0.13%	0.26%	0.12%	
	SUCCESSBOOK	69	4,400.00				0,10%	0,19%	%60.0	
	Dell Marketing L.P.	()	87,042,94				1.95%	3.77%	1.81%	
	Advanced Building Care	69	14,340.00				0.32%	0.62%	0.30%	
	WEPAY PURCHASE	69	1,323,95				0.03%	%90"0	0.03%	
	S. T. Distributing LLC	69	5,304.03				0.12%	0.23%	0.11%	
	AMAZON.COM	69	19,614.67				0.44%	0.85%	0.41%	
	Total	69	1,830,460.55				41.04%	79.26%	37.96%	
Leases are not included with procurement.	Total less Ensign	69	854,423,11				19.16%	37.00%	6.50%	

•Deficiency #1 - The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy's objectivity in the selection of these vendors. In addition, four of these seven vendors (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent and address without some sort of prior

We followed 63G-6a-701 (Request for Proposals). We worked with Chris Bruhn from the State office to prepare and post this RFP. The RFP was posted on BidSync. We received 2 competing bids. After evaluating the bids according to the criteria in the RFP we selected the vendor that provided the best value to Vanguard. Which was Premier Catering. R33-24-107, Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Section R33-24-105, Section R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an We followed 63G-6a-701 (Request for Proposals). We posted this RFP on the Utah Public Procurement Place(U3P). We received 3 competing bids. After evaluating the bids according to the criteria in the RFP we selected the vendor that provided the best value to Vanguard. Which was TechRight. This is our landlord, we understand lease payments are not a procurement item. The lease has been approved by the Board, Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws Premier Catering & Food Service relationship, Applicable Board Rule: R33-24-106. TechRight Ensign Learning Center, Inc.

The supplies purchased from Standard are purchased on an as needed basis, because none of the individual purchases exceeded \$1,000 as per policy and R33-5-104 for purchases less than \$1,000 a procurement unit may select the best source by direct award without seeking competitive bids or quotes. (R33-5-104) Standard Restaurant Equipment

place we found that met the requirements. R33-4-109 or Sole Source

ZMPC9

Before deciding to use this facility we looked for other options that would meet our requirements (proximity to Vanguard, able to accomodate our classes, ZMPC9 was the only

O'Brien Property Maintenance is used on an as needed basis, if the job is more than \$1,000 we get at least one other bid. (R33-5-104)

O'Brien Property Maintenance

AAA Security

landlord to get the building converted to a school. The technology was one of the last things to be completed and by that time the allowance had been used up so we were required to pay the balance. The reason the invoices were not pald prior to last year is when the invoices were originally submitted the job was not completed so we didn't pay the entire The transaction reviewed from AAA Security was the final part of the original tenant improvement in the lease. We had been given a Tenant Improvement Allowance from the balance, the work was subsequently completed but the invoices were overlooked.

Deficiency #2 - Ongoing. Vanguard is still working with Child Nutrition Program.

-Deficiency #9 - For one of the twenty transactions tested (TechRight, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, "a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aurt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law," it appears that this evaluator's independence and/or objectivity may have been influenced due to the perceived prior relationship.

Applicable Statute and/or Board Rule: 63G-6a-2402(3) and R33-24-106.

Kathleen is not related to the owner of the company. We followed 63G-6a-701 (Request for Proposals). We posted this RFP on the Utah Public Procurement Place(U3P). We received 3 competing bids. After evaluating the bids according to the criteria in the RFP we selected the vendor that provided the best value to Vanguard. Which was TechRight.

Deficiency #12 - In addition to the findings noted above from the Procurement Audit, Vanguard Academy did not respond to the Program Accounting Risk Assessment Survey that was sent to all LEAs on February 10, 2021. A follow-up email was sent on March 9, 2021. The purpose of the survey was to assess the risk of non-compliance with Program Accounting. Since Vanguard Academy did not respond to the survey, SCSB staff was not able to assess the risk of noncompliance with Program Accounting. This is an additional issue that must be corrected.

This will be resolved by uploading financial statements.

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Procurement Policy

Policy Title: Procurement Policy

Policy Reference: PL.143

Attaches To: (see page 1 and 2, Objects(s): Job Descriptions, Etc, Applied To)

Description:

Vanguard Academy will follow applicable state and federal laws in connection with the procurement of supplies, equipment, and services, including but not limited to the provisions of the Utah Procurement Code at Utah Code 63G-6a-101.

General Provisions

- 1. Purchasing Agent Designated. The purchasing agent is hereby appointed and designated as Vanguard Academy's purchasing agent. The Purchasing Agent may from time to time appoint another person to undertake all or some of the duties of the Purchasing Agent set forth herein or appointed to him.
- 2. Authority to Enter into and Execute Contracts. All contracts are to be approved by the Director. No department, office, advisory or policy board or other organization of Vanguard Academy, nor any officer or employee thereof, shall be empowered to execute any purchase order or contract except as specifically authorized in this policy or by other applicable law. All contracts in violation of this provision are considered void and may result in the personal obligation and liability of persons at fault for such violations.
- 3. Conflict of Interests Prohibited. No officer, employee, agent, representative or member of any committee of Vanguard Academy shall have a financial interest in any contract, bid, or proposal; receive any compensation or gift from any bidder or proposer; or have any other conflict of interest (See Utah Code 67-16 and 17-16a).
- 4. Competitive Procurement. Unless exempted by this policy, all purchases and contracts shall be awarded on a competitive basis, as required by this Policy and applicable State and Federal law.
- 5. Participation in State Procurement Unit Agreement and Contracts. Pursuant to Utah Code 63G-6a-2105, Vanguard Academy may make purchases from or participate in state public procurement unit agreements and contracts, pursuant to the terms of said agreements and contracts without soliciting additional procurement options.
- 6. Unethical Purchasing Practices. Failure of any agent, officer or employee to comply with ethical purchasing requirements may result in suspension, termination, being personally liable for the purchase and/or criminal prosecution. All agents, officers and employees engaged in the procurement process for Vanguard Academy will maintain high ethical behavior in agreement with Utah Code 67-16, Utah Public Officers' and Employees' Ethics Act and avoid the following practices:
- a. Dividing a procurement to avoid following policy (see Utah Code 63G-6a-2404.3)
- b. Kickbacks and Gratuities (see Utah Code 63G-6a-2404, 67-16-5 through 67-16-6)
- c. Failure to Disclose conflicts (see Utah Code 63G-6a-1205 & 67-16-9)

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Procurement Policy

- d. Cost-plus-a-percentage-of-cost contracts (see Utah Code 63G-6a-1205)
- Vanguard Academy purchases are not subject to sales tax. For vendors requiring documentation of tax exempt status, a TC-712G Exemption Certificate for Vanguard Academy may be obtained from the Purchasing Agent.
- 8. When a procurement involves the expenditure of State or Federal funds, Vanguard Academy shall comply with the applicable State and Federal laws and regulations.

Authorization Requirements for Purchases

- 1. Purchases up to \$1,000. All purchases less than \$1,000 may be approved by Vanguard Academy's designated purchasing agent, as long as the purchases have been budgeted for within the requesting department budget and are in line with the budgeted purposes and responsibilities of that department. Vanguard may make purchases from any vendor without obtaining competitive bids.
- 2. Purchases over \$1,000. All purchases of goods and services more than \$1,000 may be approved by the Director/Assistant Director. Documentation of the solicitation of at least 2 quotes (preferably 3) or reference to the exemption of those requirements must be attached.
- 3. Purchases over \$5,000. All purchases of goods and services over \$5,000 need Finance committee approval. Documentation of the solicitation of at least two quotes (preferably 3) or reference to the exemption of those requirements must be attached.

For small purchases defined in Utah Administrative Code R33-3-3, which will typically include purchases over \$1,000 up to \$50,000 of items other than professional services. Procedures set forth in the rule to purchase from the responsible vendor offering the lowest quote meeting the specifications.

- 4. Purchases over \$50,000. All purchases of goods and services over \$50,000 must be put out for competitive bid. Unless an exception applies, for purchases of items other than professional services over \$50,000, an appropriate procurement process, such as Request for Bids or a Request for Proposals will be conducted.
- 5. Avoidance of approval. Purchases will not be artificially divided or other steps taken to avoid the approval process required by this policy.
- 6. Competitive Bids When Required
- a. All procurements of goods which are reasonably anticipated to exceed \$50,000 shall be obtained by competitive sealed bidding. The Board of Directors may also require competitive bidding for the procurement of goods and services for any amount.
- b. In the event that bids exceed available funds and the lowest responsive and responsible bid does not exceed funds available by more than five percent, the Board may, where time or economic considerations preclude re-solicitation of work of a reduced scope, negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Procurement Policy

- c. Content of Invitation for Bids. An invitation for bids shall:
- i. State that the Vanguard Academy is seeking bids for a procurement;
- ii. Contain information on how to contact the person with the most knowledge about the procurement;
- iii. State the period of time during which bids will be accepted;
- iv. Describe the manner in which a bid shall be submitted;
- v. State the address at which a bid may be submitted, and the person to whom the bid should be submitted;
- vi. Describe the goods or services sought to be procured;
- vii. List or refer to the objective criteria that will be used to evaluate the bids.
- viii. To the extent possible, include or reference significant contractual terms and conditions.
- ix. State the date, time and place for the public opening of all bids.
- x. An invitation to bid may require attendance at a pre-bid meeting for the purpose of obtaining additional information relevant to the bid. The invitation shall list the time, date and place of any pre-bid meeting that will take place.
- xi. An invitation to bid may require that a bidder obtain additional specifications and objective criteria too lengthy to publish in the invitation for bids. The invitation to bid shall indicate where such information may be obtained.
- d. All invitations for bids shall be published on the state procurement website at least 15 days prior to the deadline for submission of a bid.
- e. Vanguard Academy shall reject bids from further evaluation that are: incomplete, illegible, conditional, modify bid requirements, contain additional terms or conditions, divide bid into parts, failed to attend required pre-bid meetings, fail to confirm requirements or specifications, the bidder has a pending dispute with the Vanguard Academy on a previous project or where the Vanguard Academy reasonably concludes that the bidder is unable to satisfactorily fulfill the bid requirements or has engaged in unlawful or unethical conduct in attempting to secure the bid. Any bidder whose bid has been rejected may obtain from the Vanguard Academy a written finding stating the specific reason the bid was rejected.
- g. Vanguard Academy shall award the bid/contract to the lowest qualified bidder or the bidder who best satisfies the objective criteria described in the invitation for bids which may include: Experience, performance ratings, inspection of workmanship, suitability, quality, likely compatibility with existing assets or practices, availability, warrantee, references, licensure, proximity or other criteria reasonably specified in the invitation to bid.
- h. Tied bids may be resolved using any reasonable criteria and at the sole discretion of Vanguard Academy.
- i. Vanguard Academy may cancel the bid process or reject all bids in whole or in part if it determines that; no bids met bid requirements, there are insufficient funds, the item is no longer needed or the specifications or timing does not meet Vanguard Academy's current needs or long term plans. In the event of a bid cancelation Vanguard Academy shall publicly state the reason for the cancellation and make that information available for public inspection.
- j. Exemptions from competitive bid requirements may include the following: Sole source providers, service contracts with professionals or specialists, emergency purchases. The Purchasing Agent shall sufficiently document the reason for not competitively bidding the procurement and have it approved by the Finance Committee.
- k. Protests to the bidding process shall be submitted to the Vanguard Academy in writing within 5 days. The Purchasing Agent will respond to the protest within 5 days of receiving the complaint. The Purchasing Agent's decision may be appealed to the Finance Committee in writing within 5 days. The Finance Committee may address the appeal at its next regularly scheduled meeting or hold a special meeting to evaluate the merits of the protest appeal.

Procurement Code requirements connected with any contract term longer than five (5) years, including any automatic renewals or extensions will be followed.

Packet Ref #: 101.0.03.1.1.6 4 of 4

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Procurement Policy

Any construction or real property improvements undertaken by Vanguard will be done in compliance with the requirements of the Procurement Code.

All purchases made with restricted program funds should be identified and tracked as such. Any alleged violations of this policy or applicable law should be reported in writing to the Vanguard Academy director and board of directors.

Purpose:

To make sure that all purchases are authorized by Vanguard Academy and in compliance with applicable law(s).

Scope:

All Purchases

Policy Type: □Company □Position □Other _____

Job Description(s) Applied To:

Reference	Job Description Title(s)	(JD)
JD: 221	Company Wide	

Template Object(s) Applied To:

Reference	Template (TP)	Title(s)
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Revision History:

Revision #	Date of change	Description of change	Authorized by
1.1	N/A	Launched Object	N/A

Exhibit I

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Non-Discrimination Policy Packet Ref #: 101.0.03.1.1.15

Policy Title: Non-Discrimination Policy

Policy Reference: PL.176

Attaches To: (see page 1 and 2, Objects(s): Job Descriptions, Etc, Applied To)

Description:

Vanguard Academy does not and shall not discriminate on the basis of race, color, religion (creed), sex, age, national origin (ancestry), disability, or military status, in any of its activities or operations. These activities include but are not limited to, hiring and firing of staff or contractors, selection of vendors, and providing of services.

- 1. Vanguard Academy offers Career and Technical Education (CTE) programs in https://vanguardcharter.org/about/departments/cte/.
- 2. Admission to these programs is based on https://www.schools.utah.gov/cte. In Utah CTE classes are open to all qualified students without regard to race, color, national origin, sex, disability or age.
- 3. It is the policy of Vanguard Academy not to discriminate based on race, color, national origin, sex or disabilities in its CTE programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section of 504 of the Rehabilitation Act of 1973, as amended.
- 4. It is the policy of Vanguard Academy not to discriminate based on race, color, national origin, sex, and disabilities or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975, as amended; and Section 504 the Rehabilitation Act of 1973, as amended.
- 5. Vanguard Academy will take steps to assure that the lack of English skills will not be a barrier to admission and participation in all educational and CTE programs.
- 6. For more information about your rights or grievance procedures, contact the Title IX Coordinator at (physical address of Coordinator); (email address of Title IX Coordinator); (phone number of Title IX Coordinator); and the Section 504 Coordinator at (physical address of Coordinator); (email address of Section 504 Coordinator); (phone number of Section 504 Coordinator).

i dipose.	
Scope:	
Policy Type: □Company □Position □Other	

Durnoco.

LE: Vanguard Academy, L.L.C. Model/App: Vanguard Academy PT: Vanguard Academy Policy Title: Non-Discrimination Policy

Job Description(s) Applied To:

Reference	Job Description Title(s)	(JD)
JD: 221	Company Wide	

Template Object(s) Applied To:

Reference	Template (TP) Title(s)
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Revision History:

Revision #	Date of change	Description of change	Authorized by
1.1	N/A	Launched Object	N/A

REQUEST FOR PROPOSAL (RFP) CONFLICTS OF INTEREST AND CONFIDENTIALITY

Your willingness to participate as a RFP evaluation committee member is an integral part of the procurement process. The State of Utah Division of Purchasing truly appreciates your assistance and expertise.

Your designation as a RFP evaluation committee member requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. Under the Utah Administrative Code R33-24-101, "unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407 [of the Utah Procurement Code]." Rule 33-24 of the Utah Administrative Code provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

Confidentiality. The competitive procurement process and the obligations imposed by Utah state law requires that the State of Utah Division of Purchasing ensures that the competitive process operates in a fair and equitable manner. As a RFP evaluation committee member, you may have access to information not generally available to the public and are charged with special professional and ethical responsibilities. This information may include information about proposers that is to be used only during the evaluation process, and for discussion only with fellow RFP evaluation committee members. You shall not communicate the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as a RFP evaluation committee member for either personal benefit, pecuniary or otherwise, or copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the State of Utah Division of Purchasing of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the State of Utah Division of Purchasing. You may be disqualified as a RFP evaluation committee member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. The Utah Administrative Code provides that a conflict of interest includes:

R33-24-104. Socialization with Vendors and Contractors.

- (1) A procurement professional shall not:
 - (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
 - (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
 - (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.
- (2) If an executive branch procurement professional participates in a social activity prohibited under R33-24-104(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R33-24-105. Financial Conflict of Interests Prohibited.

- (1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.
- (2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:
- (a) relating to the employee or a family member of the employee; or
- (b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.
- (3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Offers' and Employees' Ethics Act.

R33-24-106. Personal Relationship, Favoritism, or Bias Participation Prohibitions.

- (1) Executive branch employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.
- (2) If an executive branch employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R33-24-107. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

To assure the integrity of the RFP process, all RFP evaluation committee members, including any paid consultants, are required to complete the RFP Conflict of Interest/Confidentiality Statement.

RFP EVALUATOR CONFLICT OF INTEREST/CONFIDENTIALITY STATEMENT

Proposal No._____ for (Title of RFP) will perform the evaluation under the guidelines, procedures and

requirements provided by the State of Utah Division of Purchasing.

__, as a member of the RFP evaluation committee for Request for

Fu	rther, I represent as follows:
1.	I, to the best of my knowledge, do not participate in social activities with vendors or contractors that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the procurement process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.
2.	I, to the best of my knowledge, do not have a conflict of interest with vendors or contractors in which the potential exists for my personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing my judgment in the execution of the my evaluation committee duties and responsibilities.
3.	I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with the State of Utah or any of its entities.
4.	I will not participate in any discussions or decisions relating to this RFP, if I have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence my independence in performing my assigned evaluation committee duties and responsibilities, or prevent me from fairly and objectively evaluating a proposal.
5.	I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
6.	I understand that all information contained in the proposals and information regarding the evaluation process is protected and cannot be released or discussed in any manner with other offerors or individuals not involved in the evaluation process. I agree that I will not discuss or share any information provided in the proposals or interviews with anyone other than the selection committee members and State of Utah Division of Purchasing prior to the completion of the evaluation and selection process and I will not discuss or disseminate the deliberations of the selection committee, the basis for the selection, or any information identified as protected.
7.	I have read and understand the Utah Procurement Code and the applicable Utah Administrative Code rules concerning possible conflicts of interest and I understand that I am subject to the Utah Procurement Code and the applicable rules of the Utah Administrative Code at all times during my assigned evaluation committee duties and responsibilities, and the subsequent administration of the awarded contract(s).
imi du de	ave read this document and understand my obligations as explained herein. I further understand that I must mediately advise the State of Utah Division of Purchasing, in writing, if a conflict currently exists or arises ring my term of service as a RFP evaluation committee member. I further understand that I must sign and liver this statement to the State of Utah Division of Purchasing prior to participating in the evaluation occess.
Ev	aluator Signature: Date:

S Sign Quote for Small Purchases Finance Committee Approve Small Purchase (Over \$5,000) Give Back to Purchasing to Process oo I Approve Th Purchase Authorization Form Yes 2 Director/Assistant Director Is the Purchase for More than \$5,000 Do I Approve This Purchase Sign Quote for Small Purchases Purchase (Over Approve Small Authorization \$1,000) Form Purchasing to Give Back to Process Small Purchase Authorization Flow Chart Quote for Small Purchases Form Vanguard Academy Complete Quote Purchases Form for Small s the Purchase II the Budget Purchasing Department Is the Purchase YES As the Purchase Request Complete Review Purchase Record Keeping Issue Purchase Order Request Send Purchase equest Back to Requester Requester Submits Purchase Request Purchase Request Requester

Quotes for Small Purchases Form

NOTE: See "General Information" for pertinent information and instructions in obtaining quotations.

For procurement item(s) costing more than \$1,000 with a maximum total of \$50,000, "a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications." Administrative Rule R33-5-107

BUYER'S NAME:			DEPARTMENT:					
PURCH	IASE ORDE	₹#:		REQUIR	ED DELIVERY	DATE:		
REQUI	RED SPECIF	ICATI	ONS(Attach sheet if more room	m is needed)	E			
			Vendor #1	Vend	or #2		Vendor #3	
	Vendor N							
	Sales Pe							
	E-mail Add							
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Quantit y Needed	Quantity/ Unit	Descri	ption of Product(s) / Service(s) to be	Purchased		Vendor 1* Quote	Vendor 2* Quote	Vendor 3* Quote
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COMME	:NTS:	T			AWARDED T	O:		
	(By signing I ag	ree						
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FINANC	E APPROVAL				DATE:			
This reque	es over \$5,000) est for quotation	sheet m	ust be attached to the payment for	or auditing and	I I GRAMA purpose	les. The buyer is	encouraged to read	Utah

Procurement Code 63G-6a-506 Small purchases and Administrative Rule R33-5-104 Small Purchases and R33-5-107 Quotes for Small Purchases.

QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

RULES:

When obtaining quotes, the request for quotation must adhere to the following rules.

- 1. Understand and Follow Vanguard Academy's Procurement Policy.
- 2. Procurement good(s) or service(s) that are available from a mandatory use agency or from a State "Best Value" Cooperative Contract may not be procured through the request for quotation process.
- 3. For procurement item(s) over \$1,000 with a procurement total no greater than \$50,000, we must obtain price quotes from at least two, but preferably three vendors. Price quotes can be obtained by email, fax, letter, or phone, and must be from a representative of an established, viable vendor.
- 4. Quotes should be documented on the *Quotes for Small Purchases Form*. Email and other written quotes should be attached to the form.
- 5. To encourage competition, the specifications and delivery date established by the Agency must be reasonable and not overly restrictive.
- 6. The procurement item shall be purchased "from the responsible vendor offering the lowest quote that meets the specifications." (R33-5-107 (1))
- 7. When the procurement is complete, the *Quotes for Small Purchases Form* and all procurement information and supporting documentation must be maintained according to the retention schedule published by the Division of Archives.
- 8. You may contact the business office for assistance, if required, including assistance in identifying potential vendors.
- 9. During the process of obtaining quotes, DO NOT disclose price, delivery, brand, or other information concerning other quotes that you have obtained. To disclose the information violates the competitive nature of receiving quotes. After the procurement is complete, prices are public information under the Government Records Access and Management Act (GRAMA).
- 10. R33-24-105: In order to preserve the integrity of Vanguard Academy's procurement process, an employee may not take part in any procurement process, contracting or contract administration decision (R33-24-105):
 - a. relating to the employee or a family member of the employee; or
 - b. relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.
 - c. "Family member" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law (63G-6a-2402(3)).
 - 11. If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Title 67 Chapter 16, Utah Public Officers' and Employees' Ethics Act(R33-24-105).

QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

PROCEDURE:

- 1) Obtain appropriate internal approval from Vanguard before obtaining quotes.
- 2) Research procurement item(s) to determine what specifications you require.
- 3) On the *Quotes for Small Purchases Form*, write down all required specifications for the items(s) the agency wants to buy. Outline minimum specifications including features, functions, or services. Brand Name/Model can be used, however, approved equivalents must be considered in making award. Avoid being overly restrictive.
- 4) Determine the required delivery date. Avoid being overly restrictive.
- 5) When emailing, faxing, mailing, or calling potential vendors the specifications, please do the following:
 - a. Identify you represent Vanguard Academy and indicate that you are asking for a formal quote that may result in a binding contract.
 - b. Supply the shipping destination and required delivery date.
 - c. Using the description written during step 2 above, inform the vendors of the item(s) required. If requesting quote by phone, write down all pertinent information pertaining to items(s) being quoted by vendors, including any deviations from specifications.
 - d. Ask for unit price to supply the required item(s) to Vanguard.
 - e. Ask if shipping costs are included in the quote supplied. If not included, request the shipping costs.
 - f. Ask for the number of days required for delivery after the receipt of the order to verify that the date meets the required delivery date.
 - g. Ask for Warranty terms (if applicable).
 - h. If a contract will be created for this purchase, please contact Suzanne Owen or Kathleen Kingston as they are the only ones authorized to enter into a contract on behalf of Vanguard.
- 6) After obtaining quotes, determine the lowest quote that meets your minimum specifications and required delivery date.
- 7) In the event that you have contacted every known vendor for the commodity or service and only received one quote, contact the business office for authorization to proceed.
- 8) When the internal approval process is complete, notify the successful vendor of the award.
- 9) Request for Quotation document, correspondence, quotes, receipts, email, award decision, invoices, other paperwork, etc. must be filed together. File must be maintained for six years for audit and GRAMA purposes.

REQUEST FOR PROPOSALS

Purpose of this Solicitation

The purpose of this RFP is to enter into a contract who can provide IT services.

It is anticipated that this RFP will result in a single contract award to the responsive and responsible offeror with the highest score justified by the procurement code.

Closing date and time

The closing date and time for this sourcing event is Monday August 5, 2019.

Length of Contract

The contract resulting from this RFP will be for 5 years.

Scope of Work

The proposed Scope of Work has been attached to this RFP.

Priority list

- 1. Price/keeping current technology
- 2. iBoss whitelist management
- 3. On-site availability

Scope of Work

Introduction

Vanguard Academy is looking for an IT service that can be responsible for our IT and technology needs. We have devices, technologies, networks, servers, security, and firewalls that need to be closely managed 365 days a year. This would include on-site time of about 24 hours per week.

Background

We require these services in order to provide up to date devices to our students to greatly enhance their learning ability.

Scope of Work

Our goal is to provide the best learning experience for each of our students. In order for us to do this we need support for our devices and maintenance which include the following:

- Strict iBoss filtering whitelist only appropriate sites for 900+ devices. Teachers and Students are managed separately. Students are broken down into college and regular students.
- Imac Mini
- 6 Personal teachers machines running windows 10
- 487 Chromebooks
- 32 Macbooks
- 20 lpads
- 275 Windows 10 machines
- 37 Ubiquiti Access points
- Google Admin
- Meraki MX100 Firewall
- Cisco Switches

We need support for the following technologies:

- Adobe Creative Cloud
- Audacity
- Autodesk
- LanSchool
- SketchUp 2017
- Microsoft Volume Licensing
- Eset virus protection
- Google chromebook apps
- Gmail

- Google suite
- Malwarebytes
- Sketchup 2018
- UTSecureBrowser
- Microsoft Office
- DWG TrueView
- Gimp 2
- Sculptris
- Quickbooks
- 30 VOIP phones and phone server
- Security cameras and NVR

We need support for the following networks:

- Network is mac address controlled to restrict any unknown devices from connecting
- 2 network printers
- Ubiquiti access points

Hours of support include:

- 24 hours on-site per week
- Unlimited remote support but is usually about 40-80 hours per week

Types of servers needed include:

- 5 windows servers running Hyper-V
- Appserver
- File Server
- Domain Controller
- Ubiquiti controller

Our firewall and access restrictions include:

- Teachers are on their own iBoss profile, blacklisting restricted sites only
- 7-8 grade students are on a separate iBoss "whitelist" profile that allows only specific sites
- 9-12 concurrent enrollment students on separate iBoss "whitelist" profile that allows only specific sites needed for college classes
- Email sending and receiving restricted from specific domains

VAN#20209101 IT Services Scoresheet

Signatures:		Date:	0 0 0 10
Evaluator 1	agreen andrews		8-5-2019
Evaluator 2	K. Kineston		8-5-2019
Evaluator 3	J		
Evaluator 4			
Evaluator 5			

	Minimum Mandatory Requirements	Integrinet	TechRight	Numbers Only
1	Price/keeping current technology			
2	iBoss whitelist management			
3	On-site availability			

Weight	Technical Scores	Integrinet	TechRight	Numbers Only
	Price/keeping current technology			
	Aaron Andrews	3.00	9.00	3.00
	Kathleen Kingston	5.0	10.0	2.0
	Evaluator 3			
	Evaluator 4			
	Evaluator 5			
	Total Average Score	4.00	9.50	2.50
	Criteria #1 - Total Points			
	(Total Possible Points = XX)	8.0	19.0	5.0
	iBoss whitelist management			
	Aaron Andrews	8.0	0.8	5.0
	Kathleen Kingston	9.0	7.0	1.0
	Evaluator 3			
	Evaluator 4			
	Evaluator 5			
	Total Average Score	8.5	7.5	3.0
	Criteria #2 - Total Points			
	(Total Possible Points = XX)	17.0	15.0	6.0
	On-site availability			
	Aaron Andrews	8.0	8.0	5.0
	Kathleen Kingston	10.0	10.0	2.0
	Evaluator 3			
	Evaluator 4			
	Evaluator 5			
- 3	Total Average Score	9.0	9.0	3.5
	Criteria #3 - Total Points			
	(Total Possible Points = XX)	18.0	18.0	7.0
	Total Technical Points			
1	(Total Possible Points = XX)			
	Minimum Threshold = XX	43.0	52.0	18.0
	Cost Scores	Integrinet	TechRight	Numbers Only
Total	Monthly Cost	\$ 10,763.00	\$ 3,700.00	\$ 18,650.00
Cost Points	Annual Cost	\$129,156,00	\$44,400.00	\$223,800.00
- Onle	Cost Points	21.5	26.0	9.0
	Score Summary	Integrinet	TechRight	Numbers Only
	Total Technical Points (Total Possible = XX)	43.0	52.0	18.0
	Total Cost Points (Total Possible = XX)	21.5	26.0	9.0
	Grand Total Points (Total Possible = XX)	64.5	78.0	27.0

Who We Are:

 A staff of focused and friendly IT veterans with decades of experience in deploying, administrating, and supporting a variety of complex and demanding customer environments.

· Why use

 Our diverse skill sets and multiple team members provide customers with the expertise, coverage, low cost, and peace of mind that they need. By hiring our team, you will get better service, less stress at a lower cost than you would hiring your own IT staff.

Specific to Vanguard Academy:

Monthly Support Contract includes:

?

Up to 24 hrs onsite technician scheduled by Vanguard plus whatever remote or on-site assistance is needed to support current systems.

24/7 Remote and local support from our entire team when needed.

1 hr. response time for any critical issues.

Maintenance/support of existing network, wifi, computers, laptops, desktops, chromebooks applications, email and hardware.

Firewall Restriction (Meraki), Content filtering (iBoss) CIPA compliance and E-Rate qualification)

Access control and Active Directory support.Roaming Profiles

GRAMA compliance within Gmail (seven-year retention)

Ensure Lag-free wireless for 800 devices

Price \$3700 per month*

^{*}Contract does not include all applicable expenses.

1.0	Contract price does not include the cost of equipment, software, licenses or hardware required for upgrades or repairs. Vanguard will be billed the total cost of expenses made on their behalf. All expenses above the threshold of \$200 must go through approval process by a Vanguard representative.		
2.0	Additional Projects will also be defined as installation or implementation of new hardware or software solutions that are not previously used by Vanguard at the signing of this contract. Service is billed in 15 minute blocks at the rate of \$65/hr.		
3.0	Broken devices or systems requiring repair will be done at Vanguard's expense. will bill Vanguard \$35/hr to repair broken devices or computers.		
4.0	All additional projects must be defined in writing in a quote/proposal and must be approved by Vanguard prior to project launch.		
5.0	Along with statement 2.0, installation of new devices will be separate from support contract or on- site time stated above. Vanguard will be billed separately for time it takes to implement new devices and new device count may increase the monthly support fee.		

Vanguard Academy 2650 Decker Lake Ln, West Valley City, UT 84119

Dear

Thank you for the opportunity to prepare this proposal for IT Services for Vanguard Academy. Computer systems are a vital part of the success of a school.

Action Program specifically for schools who recognize that.

was one of the first in the area to pioneer a pro-active approach to IT. The philosophy centers on protecting and maintaining your IT investment for optimal performance, as opposed to fixing issues as they occur, which often means loss of productivity. During our 20 years in business, has prided itself on providing the top service for the best rates. Our growth has been fueled almost exclusively by client satisfaction.

has worked with schools and not for profit institutions for over 10 years. We understand the funding constraints a school has. We also understand the need to safeguard these funds. We look to be your IT partner to find the best solutions for the best price.

Ultimately, we know that overall satisfaction is what will keep you with not legalese. For this reason, we conduct an ongoing review of your services to ensure the program we've designed is continuing to work appropriately for you.

This proposal is in response to the RFP named VAN20209101. Please let us know if you have any questions about any part of this proposal. We are looking forward to working with you to take outstanding care of Vanguard Academy.

Sincerely,

In Response To:

IT Services VAN20209101

Submitted To:

Vanguard Academy

Submitted By:

Background:

Idaho area businesses since 1998. With our parent company, _____ that specializes in providing IT support and services to businesses, schools and government entities. Our combined 30 years of experience as a provider of network, application and IT support solutions to commercial businesses and federal and state organizations allows us to provide exceptional quality and responsiveness to our clients.

has a full team of qualified Service Engineers and Team Leads that are Microsoft Certified Partners. Our Full-Service IT company is experienced with network and application support. Our amazing company and culture allows us to be a leader in outsourced IT services in Utah.

We were the first in the Valley to pioneer a proactive approach to outsourced IT services. Our qualifications, experience, and collective knowledge are unparalleled.

Our clients use technology to build their businesses and enhance their productivity. That's why sells only the tried-and-true, industry-standard solutions from Microsoft, Cisco, Dell and other top providers. In fact, we are one of the premier providers in Idaho, Salt Lake City and Provo areas of each solution we represent.

I services are all provided by people who live in the same area in which they work, as opposed to outsourcing to other states or countries. Our team is fully staffed in-house, and we have more service engineers in the field than any other company serving our market segment. Our clients can expect quick response so that productivity is at its best. Each member of our team is not only qualified in technical knowledge but also in customer service.

We work with a variety businesses. Our clientele represents the following industries:

- Schools
- Engineering and Construction
- Financial

- Law offices
- Medical facilities
- Non-profits
- Other industries represented in our clients: Municipalities, large manufacturing companies, veterinary clinics, realty, aviation, security, automotive, energy and communications companies.

Offering:

would like to provide IT Services for Vanguard Academy. We will support Vanguard Academy both on-site and via remote support.

It will provide a service engineer onsite for a total of 24 hours each week (additional hours are available).

will also provide unlimited remote phone support for staff and teachers.

also will monitor the school's critical infrastructure 24/7.

The on-site support will be provided by a team of two service engineers Using our Pro-Action program. The remote support will be provided by a combination of our dedicated helpdesk, and your on-site service engineers.

Server monitoring allows _____ to provide timely response to events on your network and track the health of your network. All servers, physical and virtual, need to be monitored. Server monitoring will continue to track your server's performance and health while we aren't on site and alert us of any problems that arise, often before the problem is even noticed by users.

Users will also have the option of using our online ticketing portal. This allows them to report a problem that will be fixed during the next on-site visit.

By using a combination of on-site, remote support, and server monitoring, will fully support your network around the clock.

The school has many different IT resources. At , our staff will support these on-site and through remote support. Our team will also monitor critical systems to ensure maximum uptime.

The following school resources will be maintained and supported by our highly trained staff (this list will change as the schools needs change):

School Resource Support Location

	The state of the s		
Windows servers running Hyper-V (5 Total) Firewall, Switches and Networking Equipment:	 Application Server File Server Domain Controller Ubiquiti controller Meraki MX100 Firewall Cisco Switches Ubiquity Wireless Access points 	Managed and supported onsite. Managed and supported via remote Support 24/7 Systems Monitoring Managed and supported onsite. Managed and supported via remote Support 24/7 Systems Monitoring	
VOIP Phones Surveillance Cameras	 30 Phones and Server Security Cameras NVR 	Managed and supported onsite. Managed and supported via remote support 24/7 Systems Monitoring (on Phone Server) Managed and supported onsite. Managed and supported via remote Support	
End User Machines:	 iMac Mini 6 Personal teachers machines running windows 10 487 Chromebooks 32 MacBook's 20 iPad 275 Windows 10 machines 	Managed and supported onsite. Managed and supported via remote Support	
iBoss Filtering	 Appropriate Whitelist for all users Two separate Student Profiles All areas kept up to date 	Managed and supported onsite. Managed and supported via remote Support	
Education Specific Applications:	LanSchoolUTSecureBrowser	Managed and supported onsite.	

Managed and supported via remote Support

End User Applications

Microsoft Office

Managed and supported

QuickBooks

onsite.

Autodesk

Managed and supported via

Adobe Creative Cloud

remote Support

Audacity

SketchUp 2017

Gmail

Google suite

Malwarebytes

Sketchup 2018

DWG TrueView

Gimp 2

Virus Protection (ESET)

Google Chromebook

Managed and supported

onsite.

 Mobile Device management

apps

Managed and supported via

remote Support

Software Licensing

Google Chromebook support

 Microsoft Volume Licensing

Managed and supported

onsite.

Office 365

Managed and supported via

Miscellaneous software licenses remote Support

By signing up for following ways:

exclusive Pro-Action Program, the school will benefit in the

• Cross-trained Service Engineers.

Reduced hourly rate.

Maximized up-time.

Optimized performance.

Guaranteed response times.

 Highest overall satisfaction with IT systems.

Benefits of Our Program

- Assigned Service Teams Everyone likes to know who they're working with. At the same time, they like to know that more than one person is familiar with, and trained on, their systems.

 satisfies these expectations by working in teams of two.
- Reduced Hourly Rates Because scheduled time reduces administrative overhead, you benefit from a decreased hourly rate as you commit to more hours¹.
- **Priority Response (within two hours)** If a work-stopping emergency, or an event critical to business continuity, occurs outside of your normally scheduled visit, we will respond to the issue quickly, with no increase in hourly rate². That's the guarantee, the true response time is usually within the hour.
- Technical Partnership We aid in planning, asset management, and new hardware acquisition.

Other Services

- Hardware and software recommendations t is a leader in the Non-profit market. As such, we can acquire quality hardware at reduced prices, and we pass these savings on to you.
- License auditing At your instruction, we will evaluate your licensing needs and compare them to your purchases to help you ensure you have the correct number of software licenses to avoid legal problems. Depending on the time involved, this service may require an overage.
- Asset management At your direction, we will evaluate your hardware and IT infrastructure, maintain an inventory, and make recommendations on when upgrades are appropriate, or replacements are necessary. Depending on the time involved, this service may require an overage.

Keeping Technology Current:

At _____, we understand the need for charter schools to have current technology. Some of our children attend charter schools. To help accomplish this, _____, will:

- Consult with Vanguard Academy on best IT practices.
- Work with Vanguard Academy to develop a comprehensive 5-year technology plan.

• We also understand that Schools funds are limited. We consult with the school to find the best use of the available funds.

With the large pool of businesses works with, we are a premier partner with many different hardware providers (including Dell, Cisco, and Microsoft). This gives the ability to provide equipment at prices much lower than the school purchasing the equipment alone. Simply put, we use our buying power to save the school money.

At , we don't simply want to fix your IT issues. Our expertise is in partnering with clients to help plan and maintain your IT infrastructure. We look to become a member of your team, not your outsourced IT group. We want to be invited to the Staff Christmas Party.

To build this partnership, will provide assigned service engineers. Everyone likes to know who they're working with. At the same time, they like to know that more than one person is familiar with, and trained on, their systems. satisfies these expectations by working in teams of two. In addition, we have a full team of team leads, and other service engineers to provide backup.

This approach not only keeps technology current; it builds the organic knowledge that comes from a partner, not a vendor.

Price:

At , our children attend charter schools. We understand that the school has limited funds. We want to make sure these funds are used properly (we pay taxes too).

We have attached a price sheet for this proposal. The attached spreadsheet labeled 'Vanguard Academy pricing'. (see spreadsheet Exhibit A). This price lists a total of 24 hours on site each week.

This program is completely **flexible** and can be modified as your needs change. As long as advanced notice is given, the number of onsite hours can be modified. Should you need more, we are available for more, should you require less, we will analyze your bill to provide the highest level of service for the lowest overall price. With this in mind, we have prepared an additional pricing model for a lower number of hours (see spreadsheet Exhibit B).

On-site Availability

, we understand the need for our team to be onsite often. Plainly put, people like to know who they are working with. In addition, when the same service engineers are on-site, they strives to be your partner, not a vendor. come to know your network better. will provide a team of two on-site Service Engineers. One of which will be scheduled the same time each week. This allows the school to know when they will arrive. If a workstopping emergency, or an event critical to business continuity, occurs outside of your normally scheduled visit, we will respond to the issue quickly, with no increase in hourly rate. That's the guarantee, the true response time is usually within the hour.

Network Support:

will be on-site when you need us.

will maintain A properly functioning network is essential to the success of the school. your network at a high standard that is optimized for performance, and safe from vulnerabilities. This is an on-going process and will be kept up to date. service engineers will support and maintain your core network. Our team is highly trained in support and maintaining your network. This will include but is not limited to support for:

- Servers both physical and virtual servers (your Hyper-V Environment)
- Switches Managed and unmanaged switches (all brands including Cisco and Ubiquity)
- Firewall Meraki MX100

additional resources. In short,

- Wireless Access Points Ubiquity
- VIOP Phones Both phones and server
- Network Attached Printers

During our scheduled onsite Pro-Action visits, we perform our Pro-Action checklist first. We then work on any tickets you or your users have created. We use the balance of time to perform maintenance functions that optimize your network. Our Pro-Action checklist is designed to look for key vulnerabilities or indicators of serious concern that would warrant additional investigation and troubleshooting. These key areas include but are not limited to:

- System hardware status including resource usage, condition, utilization rates, etc.
- System software including event logs, recommended updates, etc.
- Key indicators Indications of compromise or conditions that might put you at risk, including Active Directory, antivirus, antispam, security updates, etc.
- Data protection Status of backups, including restore tests for verification.

will be happy to provide

• Access control—Not every user should have access to your network. Network will not allow unknown devices to connect (MAC address controlled).

iBoss Support

Vanguard Academy currently has a large number of end user devices. These devices run a variety of operating systems and programs. These devices also connect to the internet. Many of these devices connect to the internet when they are not connected to the school's network. Improper internet usage is a serious issue. These machines need to allow all users to use the machines properly, while keeping out all inappropriate content. Protecting children is our top priority.

At twe understand the need for the iBoss platform. Beginning in 2014, our staff has experience in implementing and maintaining this in a charter school environment.

will properly implement and maintain the iBoss filter. This will include but is not limited to:

- Teacher Separate profile for teachers and staff (less restrictive profile that provides appropriate access and has a reviewed blacklist)
- Concurrent Enrollment Students Separate profile for CE students (more restrictive profile with a whitelist which allows student specific sites)
- 7-8 Grade Students Separate profile for CE students (more restrictive profile with a whitelist which allows student specific sites)
- Whitelists (allowed sites)— maintaining and review of all whitelists as needed
- Blacklist (blocked sites) maintaining and review of blacklist as needed
- Student Activity reports Identify high risk activity, and work with the school to provide student activity reports as needed.

End-User Support

will support the schools end user's equipment. _____ can support a vast variety of end user machines including Windows, Apple, iPad, and Chromebook. Vanguard Academy has many different types of student and teacher devices. Just like maintaining a car, maintenance of these devices can prolong their life, and save money in the long run. This can eliminate 'break fix' repairs. This maintenance is typically done during the summer break when the machines are not in use. This maintenance may include:

- Software Licensing Audit ensure all licenses are up to date (Including Microsoft Volume Licensing)
- Inspection Inspecting and inventorying all end user devices. Devices are inspected and necessary repairs are determined.
- Cleaning Student and teacher machines are cleaned removing harmful dust particles.
- Repair Complete all warranty repairs. Perform non-warranty repairs that are cost effective.
- Software/ OS updates Depending on the OS, updates are performed. Software may also be distributed or updated (typically Windows and Apple machines)
- Upgrades many old windows machines can be upgraded with a solid-state drive. This improves the function of the machine dramatically and is a fraction of the cost of a replacement.
- Replace /New Equipment rollout We will work with the school to retire outdated equipment and rollout new equipment.

will also support these machines during the school year. Should a machine have a software or hardware issue, our service engineer will work with the school to repair it in the most cost-effective way.

Vanguard academy has a variety of different applications. is your partner in ensuring these applications work as needed. has vast experience working with the applications the school uses including (but not limited to):

- LanSchool
- G-Suite (google admin)
- Adobe Creative Cloud
- Audacity
- Autodesk
- MS Office (Office365)
- OuickBooks (QuickBooks online)
- Various Chromebook applications
- Various iPad applications
- Various MDM solutions

One of the most important of these applications is the secure browser for state testing or the testing portal. With the changes in testing over the past few years, it is important to make sure the school has adequate resources. Will work with the school and the testing provider to ensure the school has the proper resources available to succeed in testing. Will also assist the school in opening any trouble tickets with the state testing administrators should a problem arise.

Conclusion

provides IT Services with a personal touch. We will provide Vanguard Academy with a high level of service and a strong IT infrastructure. This will allow the school to do what they do best and provide an exceptional learning experience for their students.

is uniquely qualified to work with Vanguard Academy. One of our staff has been serving on a local charter school board for over 9 years. This provides twith a unique perspective. We understand the need to protect schools' funds and use them wisely. We also understand the need for the school to have the best equipment and experience possible. We understand this balance like no other company. will work with the school to provide the highest level of service for the lowest overall cost.

is not just another IT Vendor. We are your partner. We are locally owned and operated. Our team lives, plays and pays taxes in this area. We have been in business for more than 20 years. We will be your partner for many years to come. We look forward to a long and successful relationship with Vanguard Academy.

References Available upon Request.

Vanguard Academy

Re: Proposal in response to RFP # VAN20209101 (IT Support Services)

Dear

I represent an IT Services firm headquartered in Hurst, Texas. I respectfully submit this proposal in response to the RFP # VAN20209101 for IT Support Services.

has been in business for over 21 years and has extensive experience in providing IT Services to both government agencies and private businesses.

employs over 250 seasoned IT consultants with a wide range of skills including various Network Infrastructure as detailed in our response.

When choosing an Information Technology services vendor, careful consideration should be given to competence, commitment and an ability to understand your requirements. Equally important, is the vendor's experience in the technology domain, ability to move and react at "Internet" speed to your evolving needs, and the ability to drive solution cost efficiencies. In this proposal, we elaborate on our extensive IT service capabilities, recruiting expertise, established processes, and commitment to diversity partners that will meet the specific demands of your requirements. Additionally,

. can also leverage its various technology partnerships (Cisco, Juniper, IBM, EMC, VMWare, Microsoft, Oracle, and SAP) and industry experience to provide services to the Vanguard Academy.

In this proposal, we elaborate on our extensive Network Infrastructure capabilities, established process, and our extensive technical expertise delivering on similar projects that will meet the specific demands of your requriements, Additionally, has been a Cisco and VMWare partner for the past two decades and has worked with Cisco as a preferred vendor.

We have thoroughly analyzed the specifications and scope of work detailed in the RFP. Based on our detailed evaluation of the various roles, requirements, and technical standards requested; we at ..., feel confident that we can support the Vanguard Academy for their temporary IT support service needs. is a Women Owned and Operated business and embraces diversity to enhance our work culture and drive our business success.

At , we have a rich experience working with several public-sector agencies. We were awarded the GSA (General Service Administration) Schedule 70 contract FPR (Contract Number GS35F434DA). Using this vehicle, we were able to gain work with several agencies including North Texas Tollway Agency (NTTA), Metropolitan Atlanta Rapid Transit Authority (MARTA), Metropolitan Transit Authority New York (MTA), the Washington Metropolitan Area Transit Authority (WMATA), Baltimore County Public Schools, and Bay Area Toll Authority (BATA). We have worked with several State Governments delivering resources and projects including Vermont, California, Maryland, North Carolina, and New York.

is well positioned to cater to the challenging requirements for IT Support Services for Vanguard academy. We have worked with several clients providing similar services and can leverage our experience to execute on this project. I have detailed some of the important information below:

2

Principal Contact:

I attest that none of our employees, agents, independent contractors, or subcontractors have been convicted or plead guilty to any felony. I also confirm that all furnished information from the date set for the opening thereof and will remain the property of Vanguard Academy.

I attest that I am an employee of and am authorized to negotiate and contractually bind the company. We look forward to working with Vanguard Academy.

Thank you,

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1.0 EXECUTIVE SUMMARY

") is pleased to submit this proposal to the County to Vanguard Academy in response to the RFP# VAN20209101 to provide IT Support Services. Vanguard Academy via their RFP requested proposals from qualified and experienced contractors who will be responsible for our IT and technology needs which include devices, technologies, networks, servers, security and firewalls that need to be closely managed 365 days a year. This would include on-site time of about 24 hours per week.

In this proposal, we elaborate on our IT staffing capabilities that will meet the specific demands of your proposed requirements. Additionally, can leverage the understanding it has gained over the past twenty (20) plus years supporting similar projects as requested by Vanguard Academy. We have worked with several clients providing IT services and can leverage our extensive experience and knowledge of the nationwide labor market to execute on this project. We understand the Vanguard Academy's requirements and are uniquely placed to render these services.

has been involved in similar support projects since its inception in 1997.
has a dedicated Infrastructure practice and has been a Cisco partner for almost a decade. Numbers Only is also a preferred vendor to Cisco and has worked closely with Cisco to deliver several similar installations. Additionally, employees are all Cisco certified in Network. Data and Voice functions.

has extensive industry experience in both public and private sectors. has delivered services to public sector transit agencies similar to SamTrans that include MTA (New York), MARTA (Atlanta), NTTA (Dallas), BATA (Bay Area), WMATA (Washington DC).

Why ?

Full Lifecycle Solutions	Comprehensive IT Support Services Solutions. One stop shop for all your IT Service Needs.
Futuralisa Treak Bassed	20 Years in Business and hundreds of engagements across industries.
Extensive Track Record	
Cost Efficient	Dedicated Practice with fulltime employees and national delivery. Headquartered in Hurst, TX with offices in New Jersey and California.
Proven Methodologies	Proven methodologies with certified Project & Program Management team.

is headquartered in Hurst, TX with regional offices in California and New Jersey and has been in business since 1997. 'is a for profit "C" Corporation. 'is a certified Minority and Woman Owned Small Business and has received certifications from the following organizations:

- WBENC: Woman Owned Small Business Certification & WBE
- Texas CPA: Texas HUB Certificate
- Dallas Fort Worth Minority Supplier Development Council: SBE Certification

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- NMSDC: MBE Certification
 NCRTCA: MBE Certification
- SBA: WOSB Certification

2.0 FIRM EXPERIENCE AND QUALIFICATIONS

is an Information Technology Services firm with a mission to enable our customers leverage existing and new technology for strategic business value. Guided by our vision to help our customers navigate digital transformation; we provide comprehensive services in Enterprise Business Applications, Application Development & Support, IT Infrastructure Management, Data Analytics & Big Data, Cybersecurity, Digital Workplace, Mobility and Cloud Computing. At our primary focus is to build knowledge-centric solutions for our clients, employees, and partners.

Established in New Jersey in 1997, has rapidly grown to over 250 consultants specializing in providing comprehensive IT technology and business solutions. The foundation of is built with a core group of technical people with extensive Information Technology experience. offers comprehensive services that include Staff Augmentation, Custom Application Development, Enterprise Applications, Digital Services, Analytics and Database Services, Network Infrastructure Solutions, and Cloud & Managed Services. Today NumbersOnly is headquartered in Hurst, TX with regional offices in North Brunswick, NJ and San Jose, CA.

<u>Cisco Experience</u>: At ... we have extensive history and experience with Cisco equipment and network infrastructure since 1997. We have implemented and supported several installations at major clients like NTTA, MARTA, MTA, BATA, Pfizer, WMATA, NForcePro, Dartmouth Hitchcock Medical Center, Partners Healthcare, Novartis, Fletcher Allen Health Care, State of Vermont, CBRE, Cypress Semiconductors and several others.

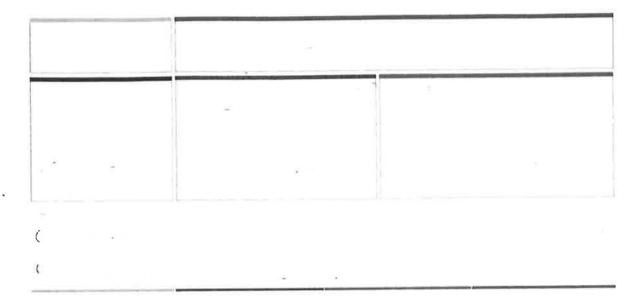
Transit Industry Experience: has been working with some of the leading Transit Agencies in the country including MTA (NY), MARTA (Atlanta), WMATA (Washington DC), NTTA (Dallas), and BATA (Bay Area).

We have included the following as a proof of our business experience and corporate existence:

- 1. Articles of Incorporation (1997)
- 2. Good standing certificates from Texas & New Jersey
- 3. 2018 Legacy Award from USPAACC-SW for Outstanding Achievement (20 plus years in business)

2.1 EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER FIRM

has been in the IT services business for over two decades and has worked with multiple organizations, both in the capacity of prime vendor and sub-contractor. We believe in attracting the right talent so that we can deliver better solutions for you. We have extensive experience in understanding unique technical staffing requirements and delivering appropriate solutions. Thousands of professionals apply to join our national network because we provide a unique candidate experience. Combined with our vast network of experts, we give you an edge in the race for talent.



has been recognized as a valuable partner by several of its clients. Some of the recognitions include:

- "Emerging Partner" by Allegis Group in 2013 for 10 plus years of outstanding services.
- "Legacy Outstanding Achievement Award" by US Pan Asian American Chamber of Commerce – Southwest in 2018 for 20 plus years of business.
- Our employees have also been recognized by several of our clients in the past for outstanding service. These include GEICO, MARTA, PennyMac, Cypress Semiconductors, and Allied Holdings.

The cornerstone of our delivery has always been to focus on "Precision". We believe that our clients perform better when the right talent is matched precisely to the right position. We dig deep to understand the specific needs of your organization before finding the professionals within our network whose skills, experience, expertise, and culture are the right fit for you.

2.2 REFERENCES

The following table includes a few engagements that are similar in scope to the services requested by Vanguard Academy. Our engagement with Securitas for IT Support Service for various projects for MTA New York included providing over 35 resources in a 12-month period. These resources varied in skills that include Technical Architects, Program Managers, Network Engineers, Telecommunications Engineers, Quality Analysts/Testers, Wireless Engineers, and various other subject matter experts.

Customer	Description of Work
marta	Status: Multiple Projects Completed & Ongoing Network Infrastructure Support
Metropolitan Atlanta Rapid Transit Authority (MARTA) Address: 2424 Piedmont Road, NE. Atlanta, GA 30324-3311.	The Metropolitan Atlanta Rapid Transit Authority is the principal public transport operator in the Atlanta metropolitan area. MARTA operates a network

of bus routes linked to a rapid transit system consisting of 48 miles (77 km) of rail track with 38 train stations. It is the eighth-largest rapid transit system in the United States by ridership.

provided these services as part of GSA MAS 070 Award. MARTA awarded General Consultant Professional Services (GCPS) contract to

is an IT Services vendor and has provided to MARTA services for multiple projects including Data Center Management, Security, Administration, Network Database VolP. Virtualization. Engineering, **Business** Security, Oracle DBAs, Project Management, Intelligence. Parking Systems, Automated Fare Collection, and Video Surveillance.

Status: Project Design and implementation Completed. Testing in progress.

Duration: Since 2015 and will continue till 2021.

MTA New York selected Kratos PSS and to implement Network Infrastructure as outlined by their Network Design Document for MTA ESA BCS. This is MTA's expansion of services to the East Side Access project. Kratos is a leading provider of advanced engineering, public safety and security systems, life safety, building automation, IT services and war fighter solutions for the federal government, state and local agencies and commercial applications.

The BCS shall provide redundant paths for data, voice, and video transmission between ESA Communications Rooms, Communications Closets, and the Train Operations Center and Terminal Management Center. This is an ongoing project for the past three years. The initial award was for USD 2,900,000 and has now been extended.



Metropolitan Transportation Authority / Kratos PSS (MTA) Address: 17-01 Pollitt Drive Fair Lawn, NJ 07410

.1 1.1 1. CISCO	The requirements for SamTrans is similar to this project but on a much smaller scale. NumbersOnly has gained significant knowledge of the Network, VoIP, PA Systems and security requirements and can use this expertise to execute the VoIP project. Status: Ongoing relationship for fixed price Cisco UCS migrations Duration: Ongoing since 2014 NumbersOnly as a Cisco partner and
Cisco San Jose, CA	vendor has delivered a several migration projects for CISCO on their UCS hardware and Oracle RAC migrations.
PennyMac	Status: Multiple Projects Completed. Ongoing Support
PennyMac Loan Services Address:14800 Trinity Blvd., Fort Worth, TX 76155	PennyMac Financial Services, Inc. is a specialty financial services firm with a comprehensive mortgage platform and integrated business focused on the production and servicing of U.S. mortgage loans and the management of investments related to the U.S. mortgage market. PennyMac Financial Services, Inc. trades on the New York Stock Exchange under the symbol "PFSI."
	has provided broad based IT services to PennyMac for the past three years. The technical domain includes AWS Cloud Services, Project Management, Business Analysis, Application Development, BI & Data Analytics, Database Management and Quality Analysts.

Others

Over the years ' has been part of several infrastructure implementations, upgrades and support projects. A brief list of our clients is below:

Client	Project Details					
Pfizer/Warner Lambert	ERP Implementations, System Administration, Database Administration, Systems Upgrades and refresh.					
NY State	ERP Implementations, System Administration, Database Administration, Systems Upgrades and refresh.					

Fletcher Allen Healthcare	ERP Implementations, System Administration, Database Administration, Systems Upgrades and refresh.
Hoffmann LaRoche	ERP Implementations, System Administration, Database Administration, Systems Upgrades and refresh.
WMATA	Infrastructure Support Services, ERP Services
Saint Barnabas Healthcare System	Mobile Applications
Partners Healthcare	Mobile Application
Wright Express	Database Administration & Management Services
Metlife	ERP Implementations, System Administration, Database Administration, Systems Upgrades and refresh.
Cypress Semiconductors	ERP Services, Managed Services, Infrastructure Support Services
DHCS,	Subcontractor to AT&T for the California DHCS
State of California	State's Network Integration Services in Sacramento.
Verizon Wireless	Network, VolP, Wireless, Business Analysis, Staff Augmentation

2.3 CISCO PARTNERSHIP, CERTIFICATIONS AND VENDOR ALLIANCE

is a Cisco partner and also a preferred vendor supporting Cisco engagements. We have 20+ years of experience executing projects that involve Cisco products and services. We have an engagement contract with Cisco since 2014 for Cisco UCS migration services. We have been part of several of these migrations that include both private sector and public-sector engagements.

As a Cisco partner, we also maintain a dedicated practice of certified Cisco consultants. Our practice capabilities on Cisco Products and Services are Data Center, Design, Routing & Switching, Security, Wireless, and Voice. also has the ability to source your Cisco and other hardware nee Our certified resource pool for the practice includes:

Cisco Certified Resources

- 20+ CCNA Certified Professionals
- 25+ CCNP Certified Professionals
- 8+ CCIE Professionals in voice and data technologies
- 2 UCCE Certified Professional
- 3 CCIE Collaboration Certified Professionals

3.0 PROJECT APPROACH AND METHODOLOGY

In this section we discuss our understanding of Vanguard Academy requirements provided in the Specifications/Scope of work, an overview of our solution, our project process. Vanguard Academy is seeking vendor who can be responsible for their IT technology needs. They have devices, technologies, networks, servers, security, and firewalls that need to be closely managed 364 days a year. This would include on-site time of about 24 hours per week.

3.1 SOLUTION, APPROACH AND WORK PLAN

At we do more than just finding you IT talent. We quality deliver you the talent and help you retain it. As an IT services firm in business for over twenty (20) years, we have built and refined a process to ensure we deliver every time. We ensure that a "Quality Control" process is established and followed with all our clients. We use best practices in the industry; however, we collaborate with our clients to customize this process for their specific needs. We focus on five fundamental steps that are critical to our success:



- 1. Market Analytics: We understand that there are many factors driving the supply and demand for top IT professionals in "the DFW labor" market. We believe that IT talent acquisition should be a well-planned activity that should begin well before a "job opening". A comprehensive and realistic view of the local IT market is the cornerstone of an effective talent acquisition strategy. As your local IT labor market expert partner, we have a deep knowledge of the DFW market and are constantly in touch with the local IT workforce. Our primary goal is to quickly and effectively attract the best IT professionals to fulfill your most hard-to-find skills.
- 2. Customer Knowledge: Finding the right person begins with understanding your business, your IT initiatives, and your corporate culture. We understand that every organization is unique. We take the time to understand your business and culture. This enables us to accurately assess your service requirements and collaboratively develop a talent acquisition strategy that is just right for you. Our goal is to work as a seamless partner to eliminate the stress of managing your ever-changing IT staffing needs. Our dedicated Engagement Manager is our single point of contact with your senior management that will work towards understanding your business, culture, and needs. The Engagement Manager will be in constant contact with you to understand your talent requirements, your annual plan, and your short term and long-term goals. He will clearly communicate this to the rest of our project team, subcontractor partners, and our SBE partners.
- 3. Sourcing Strategy: In the current competitive market where change is a constant, we are proactively screening resources and leveraging our large network of IT professionals to source the right talent. Our recruiters use multiple channels including our full-time dedicated recruiting team, our network of consultants, proprietary database built over the last couple of decades, referral-based sourcing, social media, and multiple job boards. Furthermore, leveraging our

existing network of current and former employees and contractors using a referral-based sourcing has worked out well for us. We will also leverage our knowledge and resources that work at other public-sector clients to help recruit the right talent for you. We have also formed teaming and partnerships with several subcontractors that supplement our resources as and when needed. We have operated in the DFW marketplace since 2011 and sponsor several networking activities like Dallas Geek meet and DFW ASUG chapter.

- 4. Screening & Selection: The Engagement Manager will be assisted by our recruiting team that comprises of both recruiters and our technical Practice Directors. Our Practice Directors manage the technology domains that we specialize in and have over 15 years of architecture and development experience. The technical Practice Directors will enlist the appropriate Subject Matter Experts (SME) within the practice to assist us in screening and recruiting the right resources. We have a well-documented thorough screening process that filters out unqualified resources. Our goal is to present you with a fully vetted short list of professionals who match your requirement and not just the right resume. Our candidates have a face-to-face interview (for cultural fit), technical evaluation by our SME (for technical fit) and at least two supervisory reference checks before being presented to you. We always meet the resources in person and technically screen them before presenting them to you. Our Delivery Manager will constantly collaborate with the subcontractors to ensure that they follow our screening and selection process.
- 5. Relationship Management: Over the past 20 years in business, our most important tool for recruiting has been referrals from our current and past employees and contractors. We are committed to ongoing contact with our resources, which has resulted in driving better performance and retention. We build relationships with our consultants by open communication and consistent engagement. This also helps us plan for your upcoming workforce needs. At we use Zoho survey tool to get client feedback. We also perform half yearly performance appraisal for every employee with clear measurable goals. We also use the Zoho Compliance tool for Risk Management, Issue Management, CAPA (Corrective & Preventive Actions), and remediation.

3.2 PROJECT METHODOLOGY

Our philosophy on project management is to simplify the process. We like to keep it simple and eliminate the complex jargon. We have broken down the process into easy steps that help us execute the best ideas quickly and efficiently. We rely on small dedicated and efficient teams that work closely with our clients to deliver the desired results. The various stages of the implementation project are clearly defined below.

Discover: During the Discover phase, we meet with your team to assess your project goals and plans. Our goal is to identify your business and technical requirements, we also organize the right project team. We develop a learning plan to ensure that the team members receive training and support necessary to perform their roles on the project.

Innovate: The goal of Innovate phase is to create the optimal solution to meet your current and future business requirements.

Methodology

Forget the jargon, let us simplify your process.



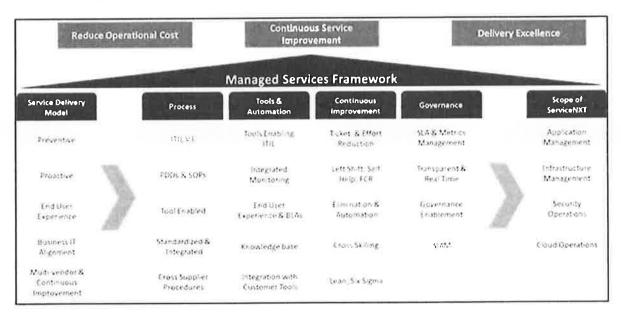
Build: During the Build phase, our project team uses agile sprints and daily scrum meetings to quickly build the solution in iterative steps.

Launch: We deploy the solution after a thorough vetting and testing.

Evolve: It is our constant endeavor to refine and improve your experience. As we gain valuable knowledge of your processes and culture, we refine the solution to keep up with the everchanging technology and business landscape.

3.3 STRATEGY AND CONTROLS

have been working with many happy customers for a long time, that speaks volumes, coz, if we are not doing exceedingly well, we will get replaced. We believe in digitalization, innovation and automation. By this we provide value to customer both in terms of experience of service and cost of delivery. Below diagram depicts our robust delivery management process.



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Our Service Delivery is based on the three (3) core values, they are 1) Reduce Operational Cost, 2) Continuous Improvement 3) Delivery Excellence.

Our Service Delivery Framework has been derived with immense experience and strong vision of enhancing user experience and also providing best cost proposition.

The above delivery model shows that we put a lot of emphasis on documentation and create process around every activity, this ensures repeatability. Our focus on continuous improvement helps us do better every time, we use multiple tools and look to automate things as much as possible there by eliminating human element for routine tasks and tasks that are not user facing, this gives more time for our team members to think how to better the service to the users.

We have good governance process, this process is discussed and agreed with the customer during the transition planning phase and the same is rigorously followed. We make sure the communication channels are used appropriately to keep communication on. We believe the more we communicate the better. When there are multiple systems used, there will be some or the other issues and how we deal with these issues will differentiate us from others.

We make sure that the client is aware of any situation, if not at the same time we are, at least immediately after, constant updates are provided to the client and pre-identified stake holders in a timely manner.

3.4 DIFFICULTIES

In doing this kind of work, there will be multiple challenges that we can encounter, however with our experience, we are confident that we can find a solution to all of them. Have listed couple of major risks, there could be many more and we can as a team find solution to it.

Risk	Mitigation
Identification of Resources	has a strong recruiting team that will work constantly to have the resources on practice team will support with the required resources from its existing resource pool.
Approval Delays	This has been observed to be a roadblock with many clients. To meet the agreed timelines, University has to make sure their resources are equally committed to making this transition & delivery successful.
Communication	Any change that the university wants to bring in should be intimated to " appropriately so we plan and work this out in a smooth way.

3.5 QUALITY CONTROL PLAN

Quality Control Plan(QCP)

The cornerstone of a project's quality management is in the development of the overall program management approach. Identification of the project's scope, risks, communications, and schedule – including identification of critical paths, performance, and testing criteria provides all team members with a clear understanding of the client's objectives and expectations. The basis of Team approach for university will be in the pre-planning for quality in our Program and Project Plans. Key to Team ability to consistently meet client expectations is our capacity to draw on previous experiences with multiple quality processes and to tailor our quality approach to most closely meet a client's guidelines and standards. Our focus is conformance to requirements and fitness of use. Our quality plan is based on the PMI-recommended approach, including the following three processes:

Planning: Identify all relevant quality standards and determine how best to achieve them.

Assurance: Regularly evaluate the overall project's performance to ensure that the standards identified in planning are still relevant to the project and that the project will meet them.

: will establish quality assurance processes for reviewing all extensive cable plant designs to include a review and stamped approval

Quality Control: Monitor specific project results to verify that they comply with standards; identify ways to eliminate poor performance; take corrective action when needed.

Quality Control Plan (QCP) identifies quality indicators (practices, resources, and activities) the team will use to meet performance standards. It describes the internal review process, including who will perform the review; the frequency of the review; the methods to be used to conduct the review; a listing of services, products, and capabilities under review; and a description of the corrective actions that will be taken to correct identified deficiencies. The QCP identifies benchmark metrics that will be used to evaluate internal program performance and identify improvement areas and details the process for achieving QCP performance objectives. The QCP also contains the approach and the procedures for communicating with University management about the performance of the project, taking corrective action, and identifying and implementing potential improvements to the program services, products, and capabilities. Team

[A], Inc has successfully followed this approach on similar projects.

Team will work with the University POC to create the project's quality policies, operational definitions, and tools and methods to be used for performance measurement. We will discuss this preliminary plan with the University POC and based on these discussions we will update and submit a finalized plan within 20 days of contract award. Throughout the project, quality control measurements will be audited and reported as defined in the final Quality Plan. Our plan consists of five primary processes that can be used to track program performance including the evaluation of performance in the major service areas. These processes are described in Table 1.

Table 1: Team	Quality Processes

Table	I. I Calli	Quality	1000000
Review	Purpose	Frequency	Process
Assessment	The purpose of an Assessment is to find document, and track performance against performance requirements, including earned value.	Weekly or request University POC	project leader will determine with University POC the key areas of discussion for weekly at assessments. The goal is to provide a offorum for the government to give feedback on performance statistics captured through previous month. These areas will be identified upon award and will be documented within the final QC plan.
Internal Quality Assurance Audit	The Internal QA Audit makes sure that proper control procedures are followed, required documentation is maintained, and status reports accurately reflect status.	As required	Audit results indicate whether or not processes have been adhered to and are reviewed by project leader and the POC. The results of the audit will be included within the Assessment discussions.

Deliverable Review	Perform a review of deliverables to make sure that all products delivered have met requirements and expectations.	As required	"Internal" walk-through of deliverables is conducted by team members prior to delivery to AT&T. Upon approval, an "external" walk-through by University team members is scheduled. Results of the external review are documented for future benchmarking purposes.
Reports Problems, Risks, Status and Metrics	The problem reporting process has two objectives: track the problem or risk until it is corrected and identify areas of improvement to prevent that type of problem from recurring in the future. Status and Metrics reporting has two objectives to describe the current state of the program and to provide a performance trend analysis	As required	Reports are distributed electronically. Paper copies are available for the monthly Assessment meetings. Problems that require decisions by external organizations or government stakeholders are tracked, providing the University POC with a method of prioritizing and monitoring/escalating issues until final resolution is obtained.

3.6 REPORTING

will submit a monthly report detailing hours worked by our personnel in each labor category for all project tasks. Project Manager will work with the Dallas County to develop mutually acceptable report formats and their submission criteria. These reports will include accomplishments during the month, problems and resolutions and any outstanding issues. The monthly report will also include a spreadsheet with a breakdown of each purchase order, the contracted amount, hours and funds used to date, and remaining dollars and hours for each purchase order. These are some of the examples of reports that can be considered.

Deliverables and Tasks

Goal: To identify and track team tasks and deliverables required to complete the project. A task is a specific activity that must be completed. A deliverable is a specific product or artifact (e.g., document, data conversion) required to complete the project, and is usually subject to approval from stakeholders or management. Leads will measure progress based on completion of tasks and deliverables.

Description: One project plan per module and service area that includes both technical and functional tasks.

Responsibility: Functional and Technical Lead

Tool: Zoho Projects

Issue Tracking

Goal: To help project team members, stakeholders, and managers track issues related to operations.

Responsibility: Leads – Identify, describe and track issues. Project Manager – Follow up and manage issue resolution

Tool: Zoho Desk.

Meeting Minutes

Goal: To maintain a record of key topics, discussions, decisions, issues, and action items for meetings held with project team members and stakeholders. Team members should identify the following information: Date of Meeting, Topic, Attendees, Discussion Items, Decisions, Issues, and Action Items. Project team should reference meeting minute documents (and not embed them) in approach papers, campus community papers, or other documents.

Tool: Meeting Minutes Template

Weekly Status Update and Progress Review

Goal: To review the performance for the past week (milestone achievement status), highlight risks and issues, discuss plan for next week.

Tool: Power Point and/or Microsoft Excel

Monthly Service Delivery Review

Goal: To review the performance for the past month (Requisitions received, positions fulfilled, Analysis on Rejections, Action plans, and customer satisfaction), highlight risks and issues, discuss service improvement plans, and actions from past month.

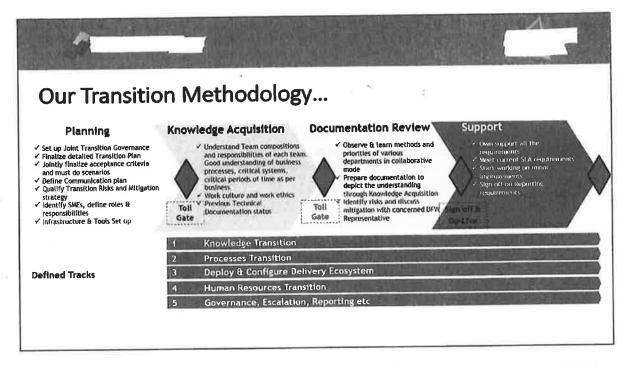
Tool: Power Point and/or Microsoft Excel.

3.7 GENERIC TRANSITION PLAN

Our Transition process is a four-step approach with defined deliverable and completion criteria.

- Transition Planning
- Knowledge Acquisition
- Documentation & Review
- Support: Steady State Turnover

At ____ we have built a transition process that has helped us seamlessly manage large transitions. Our methodology is defined in detail in the picture below. We acquire knowledge of all your processes and strive to mitigate risk by documenting them clearly and concisely. Our aim is to seamlessly transition the service and eventually make transformative changes based on your short and long-term goals.



As depicted above a clear plan is laid out for the adequate transition and documentation for a smooth delivery. The transition team executes a formal hand-off to the steady state PMO and confirms that the service operations are stable, and measure and report service performance. Ideally, the transition team remains engaged through the actualization period when service has stabilized. Once in the steady state, optimization efforts will commence to improve and adjust to changing business drivers.

4.0 COST

- Complete Managed Services for these devices, which includes, maintenance and periodic patch updates will be covered by the remote staff from Numbers Only office in Hurst, TX and onsite visit scheduled during fixed hours for the week to meet the 24 hours a week onsite presence.
- The above services will be provided at a monthly fee of \$ 18650.00.
- There will be an increase of 2% on the monthly fees once in 2 years.

	Y1	Y2	Y3	Y4	Y5	
Monthly Fees	\$ 18,650.00	\$ 18,650.00	\$ 19,023.00	\$ 19,023.00	\$ 19,403.00	
Annual Fees	\$ 223,800.00	\$ 223,800.00	\$ 228,276.00	\$ 228,276.00	\$ 232,836.00	

5.0 CONCLUSION

brings a unique combination of leadership, experience, capability, and commitment to address the needs of the Vanguard Academy.

prides itself in saying that most of our employees have been associated with us for long time, the average age of employment of our resources is 8 + years, this shows that we care for the resources and they help us care for our customers. We have always believed and taught our employees to keep customer requirements and concerns on highest priority. Most of our resources are employed with as full-time employees and we do not go out in the market to look for profiles when there is a requirement.

is headquartered in DFW metroplex area making it a local company which provides ease of access to us.

comes with rich experience of working for 21 years in this industry and can bring value to Vangurad Academy in more ways than listed in the proposal.

We are excited to present this proposal and look forward to working with Vanguard Academy.

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Vanguard Academy
Procurement Checklist for Purchases above \$1.000

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	_			_	-		-	Submit Quotes for Small Purchases form to finance committee for review
_				_	_			Obtain finance committee review signature
_							10	Sean after finance committee review
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+	\vdash	-	-	H	+-		16	Verify there are the required number of bids on the Quotes for Small Purchases form
+	H	-	-	H	H	-	17	Verify the required specifications have been included or stated on the form
+	₩	-	-	六	11/10	-	18	Verify the buyer, Director-Assistant Director have signed in the appropriate places
+	₩	-	1	1	WX.		15	Submit Quoies for Small Purchases form to finance committee for review
+	Н	-	-	大	11/2			Obtain finance committee approval signature
+		-	-	1	447			Scan after finance committee review
7	4	-	-		1	-	23	
_	_	-	-		-		2.3	Services Requested
-	-	_	-	\vdash			2.	Verify Purchase request form was submitted to Google forms
		\vdash	\vdash	_	1		2.0	Complete Quotes for Small Purchases form
	1	\vdash	1		1		30	Verify the amount and item is within the budget for the school year
-		t		\vdash	1-		23	Verify there are the required number of hids on the Quotes for Small Purchases form
	1	1	1		1		31	Verify the required specifications have been included or stated on the form
		1	1	1	1		2	Verify the bover. Director Assistant Director have signed in the appropriate places.
	1						.30	The second secon
	1	1			1		τ,	Obtain finance committee review approval signature
		1			1		.3	Sean after finance committee review
Т	1			1			.1.	
				Г				Request For Proposal
							.3	Is the vendor on the state procurement list? If yes complete section for Purchases
							1	
								If the vendor is not on the state procurement list complete the following steps
							3	Prepare the request for proposal with the state assistance if needed
				T			3	Post request for proposal on the public procurement site
		1		T			4	
	1	1		1			-4	
	1				1		- 4	2 Obtain finance commutee approval signature
	1							
						1	-1	3 Award the contract



455 S 6400 W Suite 700 Salt Lake City, UT 84104

Page 1/1

Sold To

VANGUARD ACADEMY 2650 S DECKER LAKE BLVD WEST VALLEY CITY UT 84119 Ship To

VANGUARD ACADEMY
2650 S DECKER LAKE BLVD
WEST VALLEY CITY UT 84119

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0004292	11/11/2021	187897	SCOTT DAVIS	1339	Tr 15B/003	67
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	LaSta.
187897	12/03/2021	12/03/21	PREPAID		COD	

LN	ONTY ORD	QNTY SHIP	ONTY B/O	PRODUCT DESCRIPTION	MOU	NET PRICE	EXTENSION	T X
1	3	3		56-100850 SCOUT 6 SWEEPER w/COMPACT BATTERY VAC 25"	EA	2325.00	\$6975.00	Y
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				new Surping		13/14/		
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Thank you for choosing NaMar Packaging! We greatly value your business. Please contact us at accountsreceivable@namarpackaging.com for any questions you may have about your account.

Terms & Conditions

All accounts over 60 days are subject to a 1.5% monthly service charge. A 25% restocking fee will be assessed for returned product. Returns will not be accepted after 30 days.

Merchandise	6,975.00
Freight	0.00
Freight Misc Charges Sub Total	0.00
Sub Total	6,975.00
Taxable	0.00
Tax (UTE)	0.00
TOTAL	\$6,975.00



// INVOICE

455 S 6400 W Suite 700 Salt Lake City, UT 84104

Page 1/1

Sold To

VANGUARD ACADEMY 2650 S DECKER LAKE BLVD WEST VALLEY CITY UT 84119 Ship To

VANGUARD ACADEMY

2650 S DECKER LAKE BLVD

WEST VALLEY CITY UT 84119

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0004292	12/14/2021	188471	SCOTT DAVIS	1339	BILLING ONLY	67
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	efavor camero
188471	12/14/2021	12/14/21	PREPAID& ADD		COD	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT DESCRIPTION	MOU	NET PRICE	EXTENSION	T X
4576 J				***** Invoice Message ***** Freight for vacuums billed on invoice #187897.				
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Thank you for choosing NaMar Packaging! We greatly value your business. Please contact us at accountsreceivable@namarpackaging.com for any questions you may have about your account.

Terms & Conditions

All accounts over 60 days are subject to a 1.5% monthly service charge. A 25% restocking fee will be assessed for returned product. Returns will not be accepted after 30 days.

Merchandise	0.00
Freight Misc Charges Sub Total	244.95
Misc Charges	0.00
Sub Total	244.95
Taxable	0.00
Tax (UTT)	0.00
TOTAL	\$244.95

QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

NOTE: See "General Information" for pertinent information and instructions in obtaining quotations.

For procurement item(s) costing more than \$5,000 with a maximum total of \$50,000, "a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications." Administrative Rules R33-5-104, R33-5-107

BUYER'S NA	AME: \s/a:	nomard Ac	a dom.	DEPARTM	ENT: Eggi	leties	
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	atum 0	g 30 W W	nua	rupuirs	they can	COME 7	to us and repose
un wi	editori o		Vendor #1		Vendor #2		Vendor #3
		Vendor Name:	Namar	Packagin	a Stoin	5 Inc	
		Sales Person:		- Davis	onlin		
		E-mail Address:		namarpack			
Telephone:			2011106	- Hanaipaca	and the state of t		
	Date	e/Time of Quote:	11/4/21	1:26PM	1 11/8/21	9:40an	
	Vendo	Quote Number:	encil	quote	1 11,10,	7 70 111	
	Alizensa and			7)		1, 11, 11	
Quantity Needed	Description of Service(s) to b	Product(s) /	Vendor	#1* Quote	Vendor #	2* Quote	Vendor #3* Quote
3		dless Sweeper	302325=	\$6975	3W 2685 =	8055,00	
3	Shipp		3@ ^{\$} 82 =	#246			
	1.1	0					
***		***					
TOTAL: To	UPDATE total lumn and cho	RIGHT click in the lose "Update Field" cost is included in the	#7221,	OD \$ 0.0	0 \$ 8055,00 Id delivery cost as at		\$ 0.00
AWARDED TO					COMMENTS:		
BUYER (By sign to abide by Vang Procurement Pol	uards icy)	Evelyn a	Eongla	ud 1	PATE: ///5/2/		
DIRECTOR/AS DIRECTOR AF (Purchases over	PROVAL:	Levelyn (Aszaine	Deve	[PATE: /1/8/21		
FINANCE REV (Purchases \$1,00		0			ATE;		
FINANCE APP (Purchases over	ROVAL	—DecuBlemed by:		- 0	ATE/9/2021		

This request for quotation sheet must be attached to the payment for auditing and GRAMA purposes. The buyer is encouraged to read Utah Procurement Code 63G-6a-506 Small purchases and Administrative Rule R33-5-104 Small Purchases and R33-5-107 Quotes for Small Purchases.

Vanguard Academy

2650 S Decker Lake Blvd West Valley City, UT 84119 US aaron.andrews@vanguardcharter.org

Purchase Order

VENDOR

SHIP TO

Namar Packaging

Vanguard Academy 2650 S Decker Lake Blvd West Valley City, UT 84119 US P.O. NO. 1339

DATE 11/10/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT	
Cleaning Equipment	S6 Battery Sweeper 24" Cordless Vacuum	3	2,325.00	6,975.00	
Cleaning Equipment	Shipping	3	82.00	246.00	
			KI-(11-13)(F1)(I		
	TOTAL			\$7,221.00	
Approved By	aaron andree	W			
Date	11-10-21				

REQUEST FOR PROPOSAL (RFP) CONFLICTS OF INTEREST AND CONFIDENTIALITY

Your willingness to participate as a RFP evaluation committee member is an integral part of the procurement process. Vanguard Academy truly appreciates your assistance and expertise.

Your designation as a RFP evaluation committee member requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. Under the Utah Administrative Code R33-24-101, "unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407 [of the Utah Procurement Code]." Rule 33-24 of the Utah Administrative Code provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

Confidentiality. The competitive procurement process and the obligations imposed by Utah state law requires that Vanguard Academy ensures that the competitive process operates in a fair and equitable manner. As a RFP evaluation committee member, you may have access to information not generally available to the public and are charged with special professional and ethical responsibilities. This information may include information about proposers that is to be used only during the evaluation process, and for discussion only with fellow RFP evaluation committee members. You shall not communicate the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as a RFP evaluation committee member for either personal benefit, pecuniary or otherwise, or copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the State of Utah Division of Purchasing of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify Vanguard Academy. You may be disqualified as a RFP evaluation committee member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. The Utah Administrative Code provides that a conflict of interest includes:

R33-24-104. Socialization with Vendors and Contractors.

- (1) A procurement professional shall not:
 - (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
 - (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
 - (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.
- (2) If an executive branch procurement professional participates in a social activity prohibited under R33-24-104(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R33-24-105. Financial Conflict of Interests Prohibited.

Vanguard Academy Procurement

RFP Evaluator Conflict of Interest/Confidentiality Statement

- (1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.
- (2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:
- (a) relating to the employee or a family member of the employee; or
- (b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.
- (3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Offers' and Employees' Ethics Act.

R33-24-106. Personal Relationship, Favoritism, or Bias Participation Prohibitions.

- (1) Executive branch employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.
- (2) If an executive branch employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R33-24-107. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

Vanguard Academy Procurement

RFP Evaluator Conflict of Interest/Confidentiality Statement

To assure the	integrity of the	RFP process, all	RFP evaluation	committee members,	including any paid	l consultants, are
		Conflict of Interes			- •	

l	Evelyn	England		, as a member of the RFP	evaluation committee for	or Request for Proposal
No	1339	J.	_ for _	Flow Sweepers	(Title of RFP) wi	ill perform the evaluation
unde	er the guideli	nes, procedures	and re	quirements provided by the Stat	e of Utah Division of Purc	:hasing.

Further, I represent as follows:

- 1. I, to the best of my knowledge, do not participate in social activities with vendors or contractors that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the procurement process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.
- I, to the best of my knowledge, do not have a conflict of interest with vendors or contractors in which the potential
 exists for my personal financial interests, or for the personal financial interests of a family member, to influence, or
 have the appearance of influencing my judgment in the execution of my evaluation committee duties and
 responsibilities.
- 3. I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with Vanguard Academy.
- 4. I will not participate in any discussions or decisions relating to this RFP, if I have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence my independence in performing my assigned evaluation committee duties and responsibilities, or prevent me from fairly and objectively evaluating a proposal.
- 5. I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
- 6. I understand that all information contained in the proposals and information regarding the evaluation process is protected and cannot be released or discussed in any manner with other offerors or individuals not involved in the evaluation process. I agree that I will not discuss or share any information provided in the proposals or interviews with anyone other than the selection committee members and Vanguard Academy procurement personnel prior to the completion of the evaluation and selection process and I will not discuss or disseminate the deliberations of the selection committee, the basis for the selection, or any information identified as protected.
- 7. I have read and understand the Utah Procurement Code and the applicable Utah Administrative Code rules concerning possible conflicts of interest and I understand that I am subject to the Utah Procurement Code and the applicable rules of the Utah Administrative Code at all times during my assigned evaluation committee duties and responsibilities, and the subsequent administration of the awarded contract(s).

I have read this document and understand my obligations as explained herein. I further understand that I must immediately advise Vanguard Academy, in writing, if a conflict currently exists or arises during my term of service as a RFP evaluation committee member. I further understand that I must sign and deliver this statement to Vanguard Academy prior to participating in the evaluation process.

Evaluator Signature:	Covelin	Graland	Date:	11-5-21	
		· 1			



Evelyn England <evelyn.england@vanguardcharter.org>

3 Sweeper Vacs

4 messages

Evelyn England <evelyn.england@vanguardcharter.org> To: Scott Davis <sdavis@namarpackaging.com>

Thu, Nov 4, 2021 at 12:32 PM

I do have a question. You mentioned the sweeper vac machine you demoed here at our school is out of stock for a while but you have a different machine that is a different color. You mentioned that they are identical machines but just a different color. If there is such a high demand for the one machine verses the other machine, what is the reason for that? We want to make sure we are getting what we think we are getting.

Thank you for your time.

Scott Davis <sdavis@namarpackaging.com> To: Evelyn England <evelyn.england@vanguardcharter.org>

Thu, Nov 4, 2021 at 1:26 PM

The best price is \$ 2325.00 For the sweeper.

Sent from my T-Mobile 5G Device [Quoted text hidden]

Evelyn England <evelyn.england@vanguardcharter.org> To: Scott Davis <sdavis@namarpackaging.com>

Thu, Nov 4, 2021 at 1:33 PM

Would there be any shipping? [Quoted text hidden]

Scott Davis <sdavis@namarpackaging.com> To: Evelyn England <evelyn.england@vanguardcharter.org>

Thu, Nov 4, 2021 at 3:08 PM

There might be. It depends on if I have other equipment to order. If I order just the 3 sweepers, then there would be freight. \$82.00 per machine [Quoted text hidden]



Evelyn England <evelyn.england@vanguardcharter.org>

sweepers

3 messages

Scott Davis <sdavis@namarpackaging.com> To: Evelyn England <evelyn.england@vanguardcharter.org> Fri, Nov 5, 2021 at 8:03 AM

Evelyn,

I just want to follow up with you to see if you have a final decision for purchasing the sweepers. If so, the sooner we have a purchase order from you the sooner we can

Place the order with the manufacture. I am trying to see if we have any other equipment to order with the sweepers, if so, we " might " be able to get these with out freight

charges. If not, the freight is \$82.00 per machine. I will let you know. Also, please let me know as soon as you can on your decision.

Thank you,

Scott

NaMar

Evelyn England <evelyn.england@vanguardcharter.org> To: Scott Davis <sdavis@namarpackaging.com>

Fri, Nov 5, 2021 at 11:07 AM

Would I be able to get a brochure on the machines you are recommending?

Thank you [Quoted text hidden]

Scott Davis <sdavis@namarpackaging.com> To: Evelyn England <evelyn.england@vanguardcharter.org>

Fri, Nov 5, 2021 at 11:13 AM

I am waiting to get a pdf file for the Scout 6 sweeper. I will send that a soon as I have that.

Also, the following is the warranty information;

Scout 6 warranty: 1 yr. parts, The battery is 12 months pro-rated, 1 yr. labor, travel -3 months.

If you have other questions, please let me know.

Thank you,

Scott

NaMar

[Quoted text hidden]

Yes, (you did receive the warranty information I sent?). The service and repair is done by a factory trained technician. They have a Van and are mobile and will do most/ all of the repair at your school

Sent from my T-Mobile 5G Device [Quoted text hidden]

Evelyn England <evelyn.england@vanguardcharter.org>

To: Scott Davis <sdavis@namarpackaging.com>

Mon, Nov 8, 2021 at 8:34 AM

As we were going through our procurement process, we did find machines that are lower in price than your machines. We do like the fact that you are local and can fix the machines if we need repairs later on. Do you guys repair machines that were not purchased from you guys? [Quoted text hidden]

Scott Davis <sdavis@namarpackaging.com>

To: Evelyn England <evelyn.england@vanguardcharter.org>

Mon, Nov 8, 2021 at 9:08 AM

You can go online and always find cheaper machines. The internet is full of cheap equipment. I would caution you buying on the internet. In my 12 years experience, I have seen many problems buying on the internet and not getting what you thought you paid for. That is one reason I wanted to bring the machine to you school so you would know and see how it cleans. As far as repairing off brand equipment, I have a service tech that does out packing equipment and some of the cleaning equipment. I would need to check with him. Also, tennant/Nobles has a factory trained tech that can do the repairs at you school. No one else has that service [Quoted text hidden]

REINIVENT





Versatile Walk-Behind Sweeper

Clean both hard floors and carpeted spaces with the versatile, quiet and efficient S6 walk-behind battery-operated sweeper.





Clean Anytime

With no cond to trip over and a 25 in 7635 min sweeping path. The S6 battery sweeper is clear for anymore eleaning, virtually anywhere.



Versatile Cleaning Capabilities

Trans from hard floor to soft floor with an automatically adjusting main brush and easily adjusted side origh.



High Durability & Low Maintenance

With a steel trame and dumble covers, the S6 is built tough

BUILT TO BE TOUGH MALE TO BE EASY.

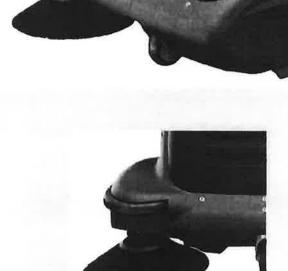


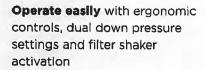
Scout 6

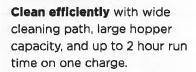
Walk-Behind Cordless Sweeper

Durable Battery-Powered Walk-Behind Sweeper

Easily and quietly clean hard floor and carpet with the Scout 6 maneuverable, cordless walk-behind sweeper.









Protect your investment with field-proven durable construction and components



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Nobles® Scout™ 6 Wide Area Cordless Sweeper -26", 42AH Gel

Item # 02372

- Durable battery-powered walk-behind sweeper. Easily and quietly clean hard floor and carpet with this maneuverable, sweeper.
- Hopper capacity: 1.25 ft3 cu ft.; Filtration 99.5% efficient for particles up to 2 mlcrons
- · Battery type: 42 AH Gel; Battery run time: Up to 2 hours
- Charger; On board 12V
- Productivity (per hour) Theoretical Max: 18,750 ft2
- Productivity (per hour) Practical Max: 18,000
- . 34" L x 28" W x 42" H; Weight: 115 lbs. w/batteries

26", 42AH Gel, ea MANUFACTURER #1251270

Features

- · Operate easily with ergonomic controls, dual down pressure settings
- · Clean efficiently with wide cleaning path, large hopper capacity, and
- Protect your investment with field-proven durable construction and
- . Seamlessly transition from hard to soft floor cleaning with automatic
- · Clean anytime, anywhere with cord-free operation and low dBa.
- Quiet operation with excellent dust control for noise and dust

\$2,685.00/PKG

Quantity:

PKG

⊗ ADD TO QUOTE

in Marada Land

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- and filter shaker activation.
- up to 2 hour run time on one charge.
- components.
- main brush adjustment.

(https://catalog.steinsinc.com/Category/ZZZMiS/More/)

- sensitive environments.

More.

1

BYLAWS OF VANGUARD ACADEMY, INC. **AMENDED FEBRUARY 24, 2022**

ARTICLE I NAME, OFFICE LOCATION

- 1. Name. The name of the corporation is Vanguard Academy, Inc.
- Office Location. The corporation shall have an office located at 2650 Decker Lake Ln, 2. West Valley City, Utah 84119 and at such other places as shall be designated by the board of directors from time to time by resolution.

ARTICLE II PURPOSE

The corporation will operate as a public charter school. The corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. This corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The corporation shall not participate in any political campaign in any manner. The corporation shall not attempt to influence legislation. The corporation is organized exclusively for charitable, religious, educational and/or scientific purposes.

ARTICLE III **EARNINGS AND ASSETS**

- No part of the net earnings of the corporation shall inure to the benefit of, or be 1. distributable to its shareholders, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.
- The corporation has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein shall prohibit the

payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the corporation.

ARTICLE IV

- Number of Directors. The corporation shall be managed by a Board of Directors consisting of nine director(s), one of which shall serve as Board Chairperson and another shall serve as Board Vice Chairperson.
- Election and Term of Office. The directors shall be elected at the annual meeting. Each director shall serve a term of one year, or until a successor has been elected and qualified.
- Adverse Interest. In the determination of a quorum of the directors, or in voting, the 3. adverse interest of a director shall not disqualify the director or invalidate his or her vote.
- Organizational Meeting of Board. The Board of Directors shall meet immediately after the election for the purpose of electing its new officers, appointing new committee chairpersons and for transacting such other business as may be deemed appropriate.
- Regular Meetings. The Board of Directors shall have regular meetings at least every 5. quarter, but regular meetings may be held more often if needed, to accomplish the business of the organization. Notice of such meetings shall be posted as required by law.
- Special Meetings. Special meetings may be requested by the Board Chairperson, Board Vice-Chairperson, Director, or any two board directors by providing 24 hours written notice. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.
- Procedures. The vote of a majority of the directors present at a properly called meeting at 7. which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.
- Emergency Action. Should action be required when it is not possible to assemble the Board of Directors in a properly called meeting or when the Executive committee explicitly cannot assume the powers of the full board, written or oral approval of the proposed action by a board majority may be obtained in a poll of the entire Board of Directors authorized by the Board Chair or majority of the Executive committee. Any action so taken shall be recorded in the minutes of the next properly called board meeting.
- Removal/Vacancies. A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the Board of Directors, whether by

death, resignation, removal or any other cause may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

- Standing Committees. There shall be three (3) standing committees of the organization: executive, nominating and fund-raising/public relations. The Board Chairperson shall appoint the chairpersons of all committees from the membership of the Board of Directors. All committee appointments shall terminate upon the election of a new Board Chairperson, unless specifically determined otherwise at the annual meeting. All committees shall function within the guidelines and budgets established by the Board of Directors.
- Executive Committee. The Executive Committee shall be composed of the officers of the organization, as specified herein, and shall have the full authority to undertake the duties and powers of the board except as these by-laws specifically state otherwise. All actions of the Executive Committee shall be reported to the board at its next meeting.
- Ad Hoc Committees. The President may establish ad hoc committees at any time. All ad 12. hoc committees are subject to the same rules and operating procedures as standing committees.
- Budgets. The Board of Directors shall approve the annual budget of the organization 13. before the start of the fiscal year, during the last quarter of the prior fiscal year upon recommendation of the Executive Committee.
- Personnel Responsibilities. The Board of Directors may employ and discharge employees of the organization and may prescribe their duties and compensation. The board shall discharge its duties with respect to personnel organizational matters without regard to age, sex, race, color, creed, sexual orientation, or the national origin of any person.
- Records. Every Director shall have the absolute right at any reasonable time to inspect 15. and copy all books, records and documents of every kind and to inspect the physical properties of the organization.
- Compensation. No board member or officer of or any member of a committee shall 16. receive at any time any of the net earnings or profit from the operations of the organization. This shall not prevent the payment of reasonable compensation for services rendered to or for the organization. Such compensation shall be fixed by the Board of Directors from time to time.

ARTICLE V

- Number of Officers. The officers of the corporation shall be a Director, one or more Assistant Directors (as determined by the Board of Directors), a Secretary, and a Treasurer. Two or more offices may be held by one person.
 - a. Director. The Director shall be the chief executive officer and shall preside at all meetings of the Executive Committee.

- b. Assistant Director. The Assistant Director shall perform the duties of the Director in the absence of the Director and shall assist that office in the discharge of its leadership duties.
- c. Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.
- d. Business Manager. The Business Manager shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board of Directors and Executive Committee, and shall make report of corporate finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.
- e. Curriculum Director. The Curriculum Director shall evaluate and recommend to the Board the teaching curriculum that will best advance the mission of the organization.
- f. Assessment Coordinator. The Assessment Coordinator shall facilitate academic assessment of the student body and shall monitor, track and report to the Board the assessment results.
- g. Student Services Director. The Student Services Director shall counsel the student body and help them advance towards graduation and onward towards their individual college and career paths. The Student Service Director shall report graduation readiness and concurrent enrollment statistics to the Board.
- h. Special Programs Director. The Director of Special Programs is responsible for implementing and maintaining I.D.E.A., 504 and title programs.
- Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. Each officer shall serve a one-year term or until a successor has been elected and qualified.
- Elections. The nominating committee, a standing committee of the organization, shall 3. nominate, at least thirty (30) days prior to the annual meeting, a slate of qualified candidates for the positions whose terms are to expire or are vacant and its slate of candidates shall be included with the notice of the annual meeting. Following the report of the nominating committee at the meeting, any director of the organization may nominate other candidates for the available positions, provided that the nominees agree to serve if elected. At the conclusion of nominations, the Board of Directors shall vote for each position by secret written ballot.
- Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation. Any vacancy that occurs for any reason may be filled by the Board of Directors.

<u>ARTICLE VI</u>

- Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.
- Notice. Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be delivered to all directors of record at their last known email address or phone text number, at a reasonable time prior to the meeting. Such notice shall be deemed effective when it is sent.
- Place of Meeting. Meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice.
- Quorum. A two-thirds majority of the directors shall constitute a quorum at a meeting. In 4. the absence of a quorum, a majority of the directors present may adjourn the meeting to another time without further notice. If a quorum is represented at the rescheduled meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation of less than a quorum.
- Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

ARTICLE VII NO CORPORATE SEAL; EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the Director or any Assistant Director and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the Director or any Assistant Director.

Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE VIII AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE X DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

CERTIFICATION

I certify that the foregoing is a true and correct copy of the amended bylaws of the above-named corporation, duly adopted by the Board of Directors on this 24th day of February, 2022.