

MASTER CONTRACT AGREEMENT

This Master Contract Agreement, herein "Agreement" is made effective October 1, 2020, between EqualLevel, Inc., herein "Vendor", having its principal office located at 11140 Rockville Pike, Rockville, MD 20852, and the Cooperative Purchasing Connection, herein "CPC", whose principal office is located at 1001 E. Mount Faith Ave., Fergus Falls, MN 56537. That for and in consideration of the mutual covenants and agreements herein set forth, CPC and the Vendor hereby agree as follows:

ARTICLE 1. TERM

The products to be provided and the services to be performed under this Agreement shall commence on October 1, 2020 and will expire on September 30, 2022. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance.

ARTICLE 2. STATEMENT OF WORK

The Vendor agrees to provide all necessary product and services in accordance with CPC's Request for Proposal (RFP) #21.6 – Procurement Marketplace Software as a Service (SaaS), attached hereto as Appendix A and incorporated herein by reference, and the Vendor's response thereto, incorporated in its entirety by reference, which are attached hereto as Appendix B, and as further specified.

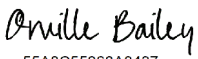
ARTICLE 3. GENERAL CONDITIONS

- 3.1 **Accuracy of Work.** The Vendor shall be responsible for the accuracy of the work and any error and/or omission made by the Vendor in any phase of the work under this Agreement.
- 3.2 **Additional Work.** If the Vendor is asked by CPC or its participating agencies to perform work beyond the scope of this Agreement for which payment is desired, Vendor shall notify the participating agency and CPC in writing, state that the work is considered outside the scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing for which the Vendor is to be paid. CPC and participating agencies shall in no way be held liable for any work performed under this section which has not first been approved in writing.
- 3.3 **Successor and Assigns.** CPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of CPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.
- 3.4 **Termination.** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered prior to the terminating and not otherwise returned in accordance with the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Termination shall occur immediately upon any one of the following events with the Vendor:
 - 3.4.1 Voluntary or involuntary bankruptcy or insolvency;
 - 3.4.2 Failure to remedy a material breach to the terms and conditions of this solicitation;
 - 3.4.3 Receipt of written information from any authorized agency finding activities the Vendor engaged in pursuant to this solicitation to be in violation of the law.

- 3.5 **Rights and Obligations Upon Termination.** Termination of this Agreement shall not release the Vendor from the obligation to make payment of all amounts due and payable. Upon termination of this Agreement, regardless of cause, the Vendor will refrain from any activity which will create a negative relationship between the participating agencies and CPC. Failure to comply with the terms and conditions of this agreement by either party, when the failure is deemed by the other party to be the result of willful and wanton negligence, may result in civil action against the first party. The Vendor will provide the warranty and product support, as specified in this contract, in the Vendor's proposal or as specified by the manufacturer, whichever is greater, on all services purchased by participating agencies during the term of this Agreement. Furthermore, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the Agreement shall be terminated within 48 hours of the termination of this agreement.
- 3.6 **Governing Laws.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.
- 3.7 **Governing Venue.** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For the purpose of venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
- 3.8 **Modification.** This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the parties hereto.
- 3.9 **Sole Agreement.** This Agreement constitutes the sole agreement between the Vendor and the CPC. No representations oral or written not incorporated herein shall be binding on the Vendor or CPC.
- 3.10 **Controlling Provisions.** In the event of a conflict between the provisions of this Agreement and those of any other document or any other instrument referred to in this Agreement or executed in connection with this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

EqualLevel, Inc.

DocuSigned by:

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Authorized Signature

Orville Bailey

Name (Print)

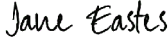
CEO

Title

September 8, 2020 | 1:46 PM PDT

Date

Cooperative Purchasing Connection North Dakota Educators Service Cooperative

DocuSigned by:

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Authorized Signature

Jane Eastes

Name (Print)

Deputy Executive Director

Title

September 8, 2020 | 3:05 PM PDT

Date

Appendix A

Solicitation Documents

Proposals Requested by the:

Cooperative Purchasing Connection



RFP #21.6 – Procurement Marketplace Software as a Service (SaaS)

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for eligible participating agencies to have the ability to purchase a web-based, vendor-hosted procurement Software as a Service (SaaS) solution, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified vendor shall have established a percentage discount from a catalog list, published prices, or price list. A Vendor shall be able to provide the following procurement marketplace SaaS solutions, but not limited to the following: Education (K-12 and Higher Ed), Governmental (Cities, Counties, etc.), other governmental agencies (Nonprofits), and Educational Service Agencies (ESAs) and Cooperatives (Many-to-Many).

Due: 10:00 a.m. CT on Wednesday, August 5, 2020

**Vendors will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:

Lisa Truax
Procurement Solutions Coordinator
Cooperative Purchasing Connection

Published in:
Argus Leader
Star Tribune
Fargo Forum
Bismarck Tribune
July 6 & 13, 2020

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I. Introduction

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

The Cooperative Purchasing Connection (CPC) is a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37.

Collectively, CPC's participating agencies purchase, on average, over \$60 million annually through its contracted vendors.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion, and agency support services.

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses, and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity, and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its investigation of the company.

B. Required Securities

Bid Bond: By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$2,500. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the Vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. Loss of the bond may include but is not limited to poor customer service, poor quality of the product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) contract terms.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

1. Poor communication; multiple documented failures to correspond with CPC.
2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
4. Delivery issues; consistent and documented failures to deliver the product on time or in proper condition.
5. Lack of on-time reporting and inaccurate quarterly reports.
6. Lack of on-time quarterly administrative fee payments.

C. RFP Timeline:

Date/Time	Event
July 6, 2020	Publication of RFP #21.6 – Procurement Marketplace SaaS
July 21, 2020, at 1:00 p.m. CT	Non-Required Conference Call
July 24, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
August 5, 2020, at 10:00 a.m. CT	Deadline for Submission
August 20-21, 2020	Vendor Presentations
September 2, 2020	Contact Vendor/Award(s) Made
October 1, 2020	Initial Start of Contract Term

- D. Non-Required Conference Call:** A web conference will be held allowing Vendors to ask questions, concerns, and/or issues they may have relating to the solicitation. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/81783441044?pwd=THYyQ3ZUenRIWTFXMHl3UllORlU1dz09>.

1. **Dial-in Number:** +1 312 626 6799 or +1 301 715 8592
2. **Meeting ID:** 817 8344 1044
3. **Password:** 2YUFhd

E. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

F. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency, or error, which they may discover. Any notification of ambiguity, corrections, and/or requests for interpretation must be submitted, no later

than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes the postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available in Public Purchase and posted to the CPC website, within 48-hours after the opening.

G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a shortlist of Vendors may be developed of the highest-rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live or virtual presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or all areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas

2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Unresponsive, does not meet minimum requirements

		[Vendor A]
Criteria	Points	Average Points Awarded
Qualifications & Experience	70	0
Marketing & Partnership	45	0
Financials & Level of Support	30	0
Industry-Specific Information	570	0
Exceptions & Deviations	10	0
Exhibit A - Marketing Plan	20	0
Total Technical Points	745	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Proposal		
Educational Agency Pricing	200	0
Government Agency Pricing	200	0
Other Government Agency Pricing	200	0
Cooperative Agency Pricing	200	0
Total Pricing Points	800	0
Subtotal	1545	0
Proceed to Presentation?	Yes/No	
Presentation		
Presentation	155	
Total Score	1700	0

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

H. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made by Wednesday, September 2, 2020. The actual award is subject to approval by the CPC Board of Directors.

Contract Term: The term of the contract resulting from this RFP will be from October 1, 2020, through September 30, 2022. There will be an optional yearly renewal for a period lasting no longer than one (1), an additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

Administrative Fee: The Vendor will be required to propose an annual administrative fee on the total sales to eligible participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on an annual basis, within 20 business days of September 30.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with an annual report listing the sales volume showing the total gross dollar volume of all purchases made by eligible participating agencies within the said year, the administrative fee calculations, and the correlating savings incurred by participating agencies. The report will be submitted in MS Excel within 20 business days of September 30, (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000
4. Professional Liability – Cyber Security: \$1,000,000 each occurrence

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their submission.

Contract Development: Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for eligible participating agencies to have the ability to purchase a web-based, vendor-hosted procurement Software as a Service solution, at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified vendor shall have established a percentage discount from a catalog list, published prices, or price list. A Vendor shall be able to provide the following procurement marketplace SaaS solutions, but not limited to the following:
1. Education (K-12 and Higher Ed)
 - a. Small to large environments.
 2. Governmental (Cities, Counties, etc.)
 - a. Small to large environments.
 3. Other governmental agencies (Nonprofits)
 - a. Small to large environments
 4. Educational Service Agencies (ESAs) and Cooperatives (Many-to-Many)
 - a. Intrastate. An agency serving agencies within a region or subset within a state.
 - b. Statewide. An agency serving agencies across an entire state.
 - c. Regional. An agency serving agencies spanning amongst multiple states.
 - d. National. An agency serving agencies across the United States of America.

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more vendors based on who can offer an acceptable procurement marketplace that can be of benefit to participating agencies. Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible vendor.

- B. **Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s).

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, CPC believes that the program will continue to grow significantly throughout the solicitation term, not to exceed four (4) years.

- C. **Terms and Conditions:**

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory

specification. The words “should” and “may” are used in connection with a specification that is desirable.

Procurement Marketplace SaaS:

The Vendor shall provide a procurement marketplace solution that meeting the following minimum requirements:

1. Provide a procurement solution that provides a marketplace to the following types of eligible agencies:
 - a. Education (K-12 and Higher Ed); small to large environments.
 - b. Governmental (Cities, Counties, etc.); small to large environments.
 - c. Other governmental agencies (Nonprofits); small to large environments
 - d. Educational Service Agencies (ESAs) and Cooperatives (Many-to-Many)
 - i. Intrastate. An agency serving agencies within a region or subset within a state.
 - ii. Statewide. An agency serving agencies across an entire state.
 - iii. Regional. An agency serving agencies spanning amongst multiple states.
 - iv. National. An agency serving agencies across the United States of America.
2. Ability to integrate into most financial software packages used by educational, governmental, and nonprofit agencies with minimal coding.
 - a. Ability to provide development needed to integrate into most proprietary financial systems when requested.
3. Ability to establish a secure log-in mechanism, with credentials, for authorized users to access the marketplace.
4. Ability to conduct robust product search capability, create a shopping cart, and checkout through the marketplace.
 - a. Ability to filter, sort item search results by a supplier, manufacturer, category, price range, attribute, at minimum.
5. Ability to supply round-trip catalog punch-out requests and return shopping results to the marketplace shopping cart.
6. The ability for users to save and maintain multiple personal shipping lists of frequently ordered items.
 - a. Ability to share shopping lists among users.
7. Ability to assign levels of authority to users.
8. Ability to separate users into groups for varying access to vendors.
9. Ability to accommodate multiple and varying levels of purchasing authority within an organization.
 - a. Ability to accommodate purchasing approval needs for a variety of public or nonprofit organizations (i.e. cities, school districts, higher ed, nonprofits).
10. Ability to support tiered pricing, volume discounting structures, and minimum order quantities.
11. Ability to allow for secure and compliant checkout to a vendor or multiple vendors using a purchase order or procurement card (p-card).
12. Ability to add, change, or remove custom fields for data capture (i.e. dates, text, numeric value, currency values, etc.).
13. Ability to white label the marketplace, post purchasing information, reminders, deadlines, guides, etc. including the ability to customize logos, colors, and hyperlinks.
14. Ability to generate and export multiple types of reports for spend and performance analytics.
 - a. Ability to customize reports as requested.
15. Ability to save and archive purchase orders for retrieval by authorized users.
16. Ability to request and receive quotes for volume purchases through the system.
17. Ability to post and edit suppliers’ terms for purchases.
18. The ability of authorized users to save, cancel, add, or delete multiple items in a shopping cart before submission.

19. Compatibility with mobile devices/platforms.
20. The ability for authorized approvers to message requisitioners with instructions, or information about requisitions.
21. Ability to configure and maintain purchasers in separate groups with unique viewing capabilities.
22. Ability to provide a robust and easy to use online interface for suppliers of any size to establish accounts, profiles, and catalog data/content.
23. Ability to provide a support request form to any needed or required support assistance.
24. History of at least 98% "up-time" with scheduled maintenance during non-business, low-traffic hours.
25. Must follow all standard internet and e-commerce security protocols.
26. All client data is the property of the client and must be accessible as needed by the client.
27. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 to 48 hours.
28. All services will be 100% guaranteed. Any service provided, which does not meet the end user's expectations will either be redone until the end-users expectations are met, or the charges for the services are refunded to the participating agency.

Pricing:

1. The Vendor must submit a cost proposal adequate to establish the reasonableness of the proposed fees and services. A cost proposal shall be submitted for all types of marketplaces as defined above (i.e. Educational, Governmental, other Governmental Agencies, Cooperative Many-to-Many). Each type of agency marketplace shall have a dedicated pricing proposal. The following information should be submitted as part of the cost proposal:
 - a. Proposals shall include an annual list price and a resulting CPC discounted member annual price.
 - b. Proposals shall outline implementation costs, marketplace features, and services included with that marketplace. Any additional services or products (i.e. modules) shall be clearly defined and outlined.
 - c. Professional services shall be exclusively by an hourly rate.
 - d. A complete explanation and breakdown of how charges are calculated as well as totals for services provided together if prices differ must be included with the proposal.
 - e. Travel and per diem costs, if any, supported by breakdown including destination, duration, and purpose.
 - f. Breakdown of other expenses, such as clerical support, other overhead costs, supplies, etc.
2. Failure to break down cost elements may render the cost proposal as non-responsive.
3. Contract discounts and percentages must be held firm for the initial 365 days of the contract term. Pricing adjustments can be requested on an annual basis thereafter. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
4. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
5. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the

same pricing method used by the Vendor in their submission. The vendor must be able to verify the pricing calculation.

6. When a price list is revised (i.e. manufacturer), to add or delete products, accessories, and services that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - a. Requests will be typed on the Vendor's letterhead and emailed to CPC;
 - b. It is filed with CPC, a minimum of 7 calendar days before the effective date of the proposed change;
 - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
 - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
 - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
7. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Ordering Methods:

1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that enough funds have been obligated toward the purchase.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that can educate, introduce, and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June). The Vendor will receive a sales report template similar to that shown below. Fiscal quarters are outlined as:

July – September
October – December
January – March
April – June

[illegible]

Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up are included as part of the evaluations that CPC conducts regarding renewing a contract for an additional contract term.

Task Description	Target Completion	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor before disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC before disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish a target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC



General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

Amendments: This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

Audit: Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
 - a. Rejected as being non-responsive, or
 - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
 - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

Collusion: For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

Debarment and Suspension: If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

Default Contract: The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-users' expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

Express Online Marketplace: CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Requirements: The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland "Anti-Kickback" Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Federal Uniform Guidance: By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Fiscal Year: a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

Marketing and Promotion: Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

Minority and Women-Owned Business: CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

New Agency Notification: CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

Non-Discrimination: Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

Ordering: All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

Patent Indemnification: The Vendor agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

Participating Agency: A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

Party: The name given to either organization who enters into a contractual agreement.

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.

2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

Payment; Invoices: The Vendor shall submit invoices to the participating agencies clearly stating “Per CPC Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Prompt Payment: Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC’s legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

Qualified Respondent: A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

Recalls: The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Respondent: A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC.

Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

Risk of Loss: Regardless of F.O.B., the Vendor) agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Vendor from any obligation hereunder.

Safety Data Sheet (SDS): Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

Sales Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

Sales Tax: Sales and other taxes shall not be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

Severability: If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

Substance Use and Conduct: All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

Substitutions: The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the particular specification prohibits substitution, vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other

information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

Termination: In case of failure to deliver goods or provide services following the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the Vendor:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

Tri-State Area: Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

Value Added Attributes: Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

Vendor Orientation (CPC 101): The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

Waiver: No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 05/2020



Vendor Questionnaire

RFP #21.6 – Procurement Marketplace SaaS

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Vendor Questionnaire – Name of Company***".
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [Exceptions & Deviations](#)
7. [References](#)
8. [Additional Requirements*](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip Code: _____

Website: _____

Phone: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience *(70 points)*

- 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).**

Click or tap here to enter text.

- 2. Describe the number of agencies your organization, on average, provides Procurement Marketplace services for each year. Include those located in CPC's tri-state area of Minnesota, North Dakota, and South Dakota?**

Click or tap here to enter text.

- 3. Describe your current locations, staffing levels, and the number of staff that will be dedicated to the resulting contract is awarded.**

Click or tap here to enter text.

- 4. Describe your company's experience in providing online hosted marketplace software to government and nonprofit agencies as requested in this solicitation.**

Click or tap here to enter text.

- 5. Provide the names and project descriptions of other agencies (minimum of three) currently using your software. Be specific, for example, how did you understand and meet your clients' needs? How long has each client used your software? What makes your software unique, etc.?**

Click or tap here to enter text.

- 6. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

Click or tap here to enter text.

- 7. Provide evidence of what your company is doing to remain viable in the industry.**

Click or tap here to enter text.

Marketing & Partnership *(45 points)*

- 1. Describe how your company markets directly to potential customers.**

Click or tap here to enter text.

- 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

Click or tap here to enter text.

- 3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

Click or tap here to enter text.

- 4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

Click or tap here to enter text.

- 5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

Click or tap here to enter text.

- 6. Is your organization able to service all areas and eligible agencies within CPC's tri-state area?**

_____ *Yes*

_____ *No*

If NO, explain why your organization is not able to service an area and/or state.

Click or tap here to enter text.

7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Click or tap here to enter text.

8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Click or tap here to enter text.

9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Click or tap here to enter text.

Financials & Level of Support *(30 points)*

1. Describe how your organization works with agencies to determine payment terms.

Click or tap here to enter text.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.

Click or tap here to enter text.

3. Indicate the level of support your company will offer on this contract category.

- _____ Pricing is the same as offered to individual education, government, and nonprofit agencies.
_____ Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
_____ Pricing is better than what is offered to individual education, government, and nonprofit agencies.
_____ Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
_____ Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?

_____ *Yes* _____ *No*

If YES, list what Vendors/Contractors the company and or employees have affiliations with.

Click or tap here to enter text.

5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

_____ *Yes* _____ *No*

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

6. Has your company been disbarred and or suspended in doing business within the United States?

_____ **Yes**_____ **No**

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

Industry Specific Information *(570 points)*

1. Describe in detail the capabilities of your software. Describe how they meet the minimum qualifications, or not, or how they exceed the minimum qualifications.

Click or tap here to enter text.

2. Describe the onboarding process for an eligible agency. Describe who is involved, what is the process for understanding the client's current system and needs, how a timeline would be established, how are responsibilities established and communicated.

Click or tap here to enter text.

3. Describe how supplier catalogs and their specific items are integrated into the proposed software. Describe who communicates with suppliers, who assist vendors with integration, and who manages catalogs and pricing.

Click or tap here to enter text.

4. Describe any costs required to suppliers/vendors at any point in the process.

Click or tap here to enter text.

5. Describe the ability of your software to accommodate vendors of drastically different sizes and technical capabilities.

Click or tap here to enter text.

6. Describe your supplier support and communication process. Describe levels of service available and associated costs, if any.

Click or tap here to enter text.

7. Describe the capabilities of the client creating their own "catalog" in the marketplace.

Click or tap here to enter text.

8. Describe the ability to customize a catalog in the marketplace. Describe the role and the roles of the supplier/vendor and the client in managing and maintaining contracts in the marketplace.

Click or tap here to enter text.

9. Describe your software's ability to control access to the marketplace.

Click or tap here to enter text.

10. Describe the ability to set and enforce password and account properties. Describe how password resets are handled.

Click or tap here to enter text.

11. Describe what capabilities are given to authorized users to maintain accounts, passwords, user roles, etc.

Click or tap here to enter text.

12. Describe your software's ability to handle varying levels of approval authority within a client's structure.

Click or tap here to enter text.

13. Describe the segregation and differentiation of rights for different groups of users.

Click or tap here to enter text.

14. Describe any limitations the software has for the number of users logged in at any one time.

Click or tap here to enter text.

15. Describe your software's search/query capabilities, including what types of data can be used to limit or target the return of search results.

Click or tap here to enter text.

16. Describe if your software can offer customized search functionality to optimize search results.

Click or tap here to enter text.

17. Describe the sources of data used for searching. Describe if the software requires "punch out" to a vendor's catalog to view any item detail. Describe when "punch out" is required, and what other methods are used to perform a search query.

Click or tap here to enter text.

18. Describe if a user can select multiple items from query results for comparison purposes.

Click or tap here to enter text.

19. Describe if the software allows the user to identify in the query results if a product is out of stock or back-ordered.

Click or tap here to enter text.

20. Describe if the software allows users to save items in a shopping cart for later use. Describe any restrictions or additional abilities of the users on shopping cart functionality.

Click or tap here to enter text.

21. Describe if the software allows users to create a list of favorites. Describe viewing capabilities (i.e. other parties) and how long favorites are retained.

Click or tap here to enter text.

22. Describe if the software provides the ability to suggest an item(s) to be added to the current cart.

Click or tap here to enter text.

23. Describe if the software can populate fields on orders from pre-defined user profiles.

Click or tap here to enter text.

24. Describe the shopper/approver experience and how the workflow can communicate between accounts.

Click or tap here to enter text.

25. Describe any capabilities for order aggregation for order placement and/or shipping. Describe how this process works.

Click or tap here to enter text.

26. Describe if the software can handle line items with multiple quantities to be sent to multiple locations. Describe how this process works.

Click or tap here to enter text.

27. Describe how returns are addressed and handled.

Click or tap here to enter text.

28. Describe the methods of payment available to clients. If credit cards are accepted, describe how much detail of the transaction is captured and maintained with credit card purchases.

Click or tap here to enter text.

29. Describe how the software handles credit card information. Describe the encryption methodology. If third parties are involved, what is their role?

Click or tap here to enter text.

30. Describe if the software can allocate costs on a single item to multiple cost centers. Describe if multiple line items with multiple quantities can be allocated to multiple cost centers.

Click or tap here to enter text.

31. Describe if the software can track orders and its features supporting order tracking.

Click or tap here to enter text.

32. Describe how shipping and delivery are handled.

Click or tap here to enter text.

33. Describe if the software provides email notification for order submission, approvals, orders shipped, backorders, and orders received.

Click or tap here to enter text.

34. Describe the software's capabilities with logging and tracking requests through the entire process from the purchase order, purchase approval, through receipt, payment, and returns.

Click or tap here to enter text.

35. Describe if the software provides the ability to download financial data using excel.

Click or tap here to enter text.

36. Describe the reporting capabilities the software provides and its frequency. Describe how long the report is retained.

Click or tap here to enter text.

37. Describe the software's capability and compatibility with a mobile device and web-based platforms.

Click or tap here to enter text.

38. Describe where your site is hosted. Describe the security and redundancy in your software system.

Click or tap here to enter text.

39. Provide a list of software integrations your company has performed for existing clients.

Click or tap here to enter text.

40. Describe the training process you provide to new clients. Describe the methods used to provide training. Describe the training in detail for Administrators, Content Support Staff, Technical Support Staff, and end-users.

Click or tap here to enter text.

41. Describe on-going training and support provided to clients.

Click or tap here to enter text.

42. Describe your system development methodology. Describe how you handle change management, how quickly your company can respond to changing client needs.

Click or tap here to enter text.

43. Describe your company's road mapping process for responding to changes in procurement needs, additional client services, and relevancy with public client needs.

Click or tap here to enter text.

44. Describe your company's disaster recovery plan.

Click or tap here to enter text.

45. Describe if your company/software works with third-party systems/solutions. Describe how you manage their services.

Click or tap here to enter text.

46. Describe how often you perform new releases of the software. Describe how you notify clients and what your process is for feedback regarding the new release.

Click or tap here to enter text.

47. Describe your notification timeline for downtime and maintenance.

Click or tap here to enter text.

48. Describe your process for handling client inquiries and/or issues. Describe how client issues are resolved.

Click or tap here to enter text.

49. Describe how you handle client requested enhancements.

Click or tap here to enter text.

50. Describe your company's web browser version strategy. Describe your compatibility strategy and what browsers are supported and which are not supported.

Click or tap here to enter text.

51. Describe how current and historical data is transferred to the client before contract termination.

Click or tap here to enter text.

52. Describe if your solution can handle the ability to upload users via a spreadsheet (i.e. Excel, CSV).

Click or tap here to enter text.

53. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.

Click or tap here to enter text.

54. Describe any additional attributes or functionality of your software not requested in this solicitation or mentioned in this questionnaire.

Click or tap here to enter text.

55. What does your company propose as an annual administrative fee on installation and setup (i.e. year one)?

Click or tap here to enter text.

56. What does your company propose as an annual administrative fee on contract renewals (i.e. year two, year three, etc.)?

Click or tap here to enter text.

57. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Click or tap here to enter text.

Exceptions & Deviations (10 points)

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Click or tap here to enter text.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

References

Provide three (3) references that have purchased your procurement marketplace software from your company within the last two (2) years. A contact name, phone number and email will be required. *Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 – Company Name
Service Level Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #2 – Company Name
Service Level Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #3 – Company Name
Service Level Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company (20 points)

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor’s website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business’s chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. “Credit in the low six (6) figures” or “a credit line

exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company.



Vendor Forms & Signatures

RFP #21.6 – Procurement Marketplace SaaS

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

☐

Addendum No. 1

☐

Addendum No. 5

☐

Addendum No. 2

☐

Addendum No. 6

☐

Addendum No. 3

☐

Addendum No. 7

☐

Addendum No. 4

☐

Addendum No. 8

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date



Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	_____	Date	_____
Address	_____	City, State, Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ day of _____ Contract Number _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below , I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.		
Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name:

Solicitation Number:

Vendor Name:

If a subcontractor will not be used, check this box:

Company Name:

Street Address:

City, State, Zip:

Telephone:

Primary Contact:

Email Address of Contact:

Services to be provided:

Company Name:

Street Address:

City, State, Zip:

Telephone:

Primary Contact:

Email Address of Contact:

Services to be provided:

Company Name:

Street Address:

City, State, Zip:

Telephone:

Primary Contact:

Email Address of Contact:

Services to be provided:

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. The Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing Schedule – Name of Company <ul style="list-style-type: none"> • Educational Agencies • Governmental Agencies • Other Governmental Agencies • ESAs and Cooperative Agencies <i>*Vendor created, see Scope of Work and Pricing under Technical Specification of the RFP for additional details.</i>	Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Certificate of Insurance – Name of Company	Submit as PDF
	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
	Exhibit B – Letter/Line of Credit – Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none"> • Business Type Certificate, if applicable 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion before submission.

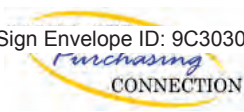
Authorized Signature

Printed Name/Title

Date

Appendix B

EqualLevel's Response



Cooperative Purchasing Connection
Tabulation Report RFP #21.6 - Procurement
Marketplace SaaS
Vendor: EqualLevel

General Comments:

General Attachments: Certificate of Insurance - EqualLevel.pdf
Exhibit A - Marketing Plan - EqualLevel.pdf
Exhibit B - Letter of Financial Standing - EqualLevel.pdf
Performance Bond of \$2,500 (Copy).pdf
Pricing Schedule - EqualLevel.pdf
Vendor Forms - Signatures - EqualLevel.pdf
Vendor Questionnaire-EqualLevel.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Equal Level, Inc 7529 Standish Place Ste 115 Rockville MD 20855	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hiscox Insurance Company Inc	10200														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1468701-CGL-20	06/30/2020	06/30/2021	EACH OCCURRENCE
							\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 100,000
							MED EXP (Any one person)
							\$ 5,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
							\$
							BODILY INJURY (Per person)
							\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
							\$
							AGGREGATE
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: right;"> </div>
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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 10, 2020

COOK COUNTY GOVERNMENT
118 North Clark Street
Chicago IL 60602

Account Information:

Policy Holder Details :	Equal Level Inc
--------------------------------	-----------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MARTENS-JOHNSON INS AGENCY INC 42630135 6227 EXECUTIVE BOULEVARD ROCKVILLE MD 20852	CONTACT NAME:	
	PHONE (301) 231-5447 (A/C, No, Ext):	FAX (301) 881-1137 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED EQUAL LEVEL INC 11140 ROCKVILLE PIKE STE 100350 ROCKVILLE MD 20852-3106	INSURER A : Hartford Casualty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			42 WEC AB7QLL	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

COOK COUNTY GOVERNMENT
 118 North Clark Street
 Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2020

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PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Equal Level, Inc 7529 Standish Place Ste 115 Rockville MD 20855	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
INSURER B :															
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INSURER D :															
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1468701-EO-20	06/30/2020	06/30/2021	Each Claim: \$ 500,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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Cashier's Check - Customer Copy

No. 1110416028

Date 08/06/20 01:21:09 PM

30-1/1140

NTX

FLAGSHIP CENTER

0001 5018045 0123



Pay

Two Thousand Five Hundred and 00/100 Dollars

To The COOPERATIVE PURCHASING CONNECTION
Order Of

PERFORMANCE BOND_RFP #21.6

Remitter (Purchased By): EQUAL LEVEL, INC.

Bank of America, N.A.
SAN ANTONIO, TX

\$2,500.00

Not-Negotiable

Customer Copy
Retain for your Records

001641000983

00-53-3364B 06-2019

Cashier's Check

No. 1110416028

Date 08/06/20 01:21:09 PM

30-1/1140

NTX

FLAGSHIP CENTER

0001 5018045 0123



Pay

Two Thousand Five Hundred and 00/100 Dollars

To The COOPERATIVE PURCHASING CONNECTION
Order Of

PERFORMANCE BOND_RFP #21.6

Remitter (Purchased By): EQUAL LEVEL, INC.

Bank of America, N.A.
SAN ANTONIO, TX

\$2,500.00

AUTHORIZED SIGNATURE

⑈ 1110416028 ⑈ 111000019⑈ 001641000983 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

00-53-3364B 06-2019

Company Information

Name of Company: EqualLevel

Company Address: 11140 Rockville Pike, Suite 100-350

City, State, Zip Code: Rockville, MD 20852

Website: <https://equallevel.com/>

Phone: (301) 560-1492

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager	Orville Bailey	obailey@equallevel.com	(301) 560-1492 Ext 1005
Contract Manager	Alexis Gordon	agordon@equallevel.com	(301) 560-1492 Ext 1009
Sales Manager	Cathy Boyd	cboyd@equallevel.com	(301) 560-1492 Ext 1007
Marketing Manager	Brent Maas	bmaas@equallevel.com	(301) 560-1492
Customer Service Manager	Sung Oh	sungoh@equallevel.com	(301) 560-1492 Ext 1003
Account Manager(s)	Sarah Miller	smiller@equallevel.com	(301) 560-1492 Ext 1011
Supplier Enablement Manager	Matt Bizet	mbizet@equallevel.com	(301) 560-1492 Ext 1010

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Cathy Boyd	cboyd@equallevel.com	(301) 560-1492 Ext 1007

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Alexis Gordon	agordon@equallevel.com	(301) 560-1492 Ext 1009

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Alexis Gordon	agordon@equallevel.com	(301) 560-1492 Ext 1009

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification	
	8(a)	8(a) Qualified Business
	DBE	Disadvantaged Business Enterprise
	HUB	Historically Underutilized Business Zone
	MBE	Minority-Owned Business Enterprise
	MWBE	Minority Women-Owned Business Enterprise
X	SBE	Small Business Enterprise
	Other; list name:	

x	Business Type/Classification	
	SDB	Small Disadvantaged Business
	SDVOB	Service-Disabled Veteran Owned Business
	SECTION 3	Section 3 Business Concern
	SSV	Sole Source Vendor
	VBE	Veteran-Owned Business Enterprise
	WBE	Woman-Owned Business Enterprise

Qualifications & Experience (70 points)

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

EqualLevel Corporation (www.equallevel.com) was founded in October 2009 by Orville Bailey and Eddie Potocko. The company's strategic procurement solution helps customers streamline procurement operations, improve customer satisfaction, and maximize savings. EqualLevel is a privately-held corporation that is profitable and debt free. The company is in Rockville, Maryland, just 12 miles north of the Washington, DC/Northern Virginia Technology Corridor. EqualLevel's mission is to provide the benefits of eProcurement to all public sector organizations, regardless of size.

2. Describe the number of agencies your organization, on average, provides Procurement Marketplace services for each year. Include those located in CPC's tri-state area of Minnesota, North Dakota, and South Dakota?

EqualLevel currently provides Marketplace Services outside the MN, ND and SD to over 100 combined buy-side and sell-side customers in the public and private sector. We are the incumbent solution provider to CPC for the Cooperative Purchasing Connection Express Marketplace. Our Marketplace platform is integrated with SMART Finance and Skyward and out of the box supports hundreds of school districts in the tri-state region.

3. Describe your current locations, staffing levels, and the number of staff that will be dedicated to the resulting contract is awarded.

EqualLevel is headquartered in Rockville, Maryland, just north of the Washington, D.C./Northern Virginia Technology Corridor. The management and advisory team, led by Orville Bailey (CEO) and Eddie Potocko (CTO), is composed of proven B2B innovators and thought leaders. As CEO and Co-founder of EqualLevel, for the past ten years Orville Bailey has provided leading public sector organizations with full featured procurement solutions delivered via the Software as a Service (SaaS) model. During his tenure at GE's coveted Corporate Business Development Group in the mid-1990s, Orville pioneered many of the B2B eCommerce models in use today, such as Reverse Auctions and Self-Service Procurement. Recognized as an innovator by publications such as *Fortune Magazine*, and by the Harvard Business School, Orville has manifested much of his learning into the EqualLevel platform that is offered to the Cooperative Purchasing Connection (CPC) today.

With over 100 successful implementations, EqualLevel helps customers and their trading partners achieve their operational procurement and commercial objectives on an open platform that can easily accommodate business and technological advances for years to come.

EqualLevel boasts an experienced, highly productive team keenly focused on customer service. EqualLevel's leadership and key personnel include

Orville Bailey (CEO, Co-founder): As CEO, Orville is responsible for overall company strategy, business development and sales and marketing. Prior to EqualLevel, Orville was Co-founder and CEO of B2eMarkets, a pioneer and leader in the enterprise e-Sourcing market. In this capacity, Orville helped raise over \$50 million in venture investment, across four rounds of funding for B2eMarkets. As an executive with GE, Orville also led many early e-Commerce initiatives, most notably in the areas of procurement, supply chain management and strategic sourcing. Orville holds a Bachelor of Science in Mechanical Engineering from Worcester Polytechnic Institute, and an MBA from Harvard Business School.

Edward Potocko (CTO, Co-founder): As CTO, Eddie's focus is to fulfill EqualLevel's mission to deliver full-featured e-procurement solutions with unprecedented usability and scalability. Prior to EqualLevel, Eddie worked as a Software Engineer for mSpot, where he developed scalable Web applications. Before mSpot, he led the development team for CustomPartNet, an online resource for the manufacturing industry. Eddie holds a Bachelor of Science in Computer Science from University of Maryland, Baltimore County.

Sung Oh (VP Client Services): As Vice President of Client Services, Sung oversees EqualLevel's customer solution implementation and supplier enablement. Sung is a Certified Scrum Master (CSM) with extensive training on ITIL and CMMI Level 5. Prior to joining EqualLevel, Sung worked as a Project Manager at OST Inc., managing multiple, highly critical Federal Aviation Administration IT projects including modernization of the Medical Support Systems and Asset Inventory Tracking System. Sung holds a Bachelor of Science in Computer Science Systems from Wentworth Institute of Technology, Boston.

Ira Golden (VP Product Management): Ira has been part of the EqualLevel team since its inception. As Director of Product Management, Ira is responsible for EqualLevel's product planning, continuous improvement and quality. Prior to EqualLevel, Ira was head of Product Management for CustomPartNet Inc., an online resource for the manufacturing industry, where he led the company's content development program and oversaw cost estimation and productivity tool design. Ira holds a Bachelor of Science in Mechanical Engineering and a Masters in Mechanical Engineering from the University of Maryland.

Cathy Boyd (Director of Business Development): Cathy joined EqualLevel in April 2019 as Director of Business Development, Education Markets. At EqualLevel, Cathy's role is to manage successful digital transitions for both new and existing clients. Prior to joining EqualLevel, Cathy worked as a Member Services Executive for E&I Cooperative, where she teamed with business partners and eProcurement providers to support members through their successful digital transitions. Before E&I, Cathy served for many years in sales and project management roles for ESM Solutions, implementing and documenting all products, and providing training. Her most recent position at ESM had been as Manager of Customer Support where she oversaw the team supporting all clients (buyers and sellers) with a focus on customer success.

Matt Bizet (Manager of Supplier Services) Matt has been part of the EqualLevel team since 2013. As Supplier Enablement Manager, he is responsible for delivering a seamless integration process to suppliers so that they may transact electronically with their customers. Before taking on the role of Supplier Enablement Manager, he served as Support and Implementation Specialist for EqualLevel. Matt holds a Bachelor of Science in Mathematics from the University of Maryland.

4. Describe your company's experience in providing online hosted marketplace software to government and nonprofit agencies as requested in this solicitation.

The government, education, and non-profit customers make up 85% of the EqualLevel's buy-side customers. EqualLevel's modern and scalable technology architecture and deep commerce expertise has enabled the company to successfully deliver sophisticated marketplace software solutions to K-12 districts, service cooperatives, government/tax supported entities, and non-profit agencies, as well as privately held companies. EqualLevel's flexible architecture, use of cloud technology and proprietary methodologies, allow for the setup and configuration of a marketplace quickly. EqualLevel will offer serious prospects the ability to try a tailored solution before purchase. Trial environments are established with minimal touch-time required. Our typical 'turnkey' implementation timeframe is 45 to 90 days.

5. Provide the names and project descriptions of other agencies (minimum of three) currently using your software. Be specific, for example, how did you understand and meet your clients' needs? How long has each client used your software? What makes your software unique, etc.?

Customer	Contact	Brief Description
City of El Paso	Veronica Gomez Software Specialist III Purchasing & Strategic Sourcing Department (915) 212-1198 GomezV1@elpasotexas.gov	City of El Paso has been a customer since 2015. They utilize our Marketplace solution integrated to SAP PeopleSoft. They have over 300 active supplier contracts in their Marketplace.

NEISD	David Bohannon Executive Director of Procurement & eCommerce (210)407-0405 dbohan@neisd.net	NE ISD has been a customer for six years and is using in a pCard configuration but plans to integrate to Lawson in the next phase of the implementation
Chicago Public Schools	Charles Mayfield Executive Director – Procurement (773)553-2901 cemayfield@cps.edu	CPS has been a customer for six years and is integrated to their Oracle ERP system

6. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

The company has over 100 combined buy-side and sell-side customers and a 96% retention rate.

7. Provide evidence of what your company is doing to remain viable in the industry.

The EqualLevel Marketplace addresses the simple question of “why can’t I shop at work the same way I do at home?”. Enterprise software companies have failed to answer this question. Even Ariba, once seen as an innovator, has gone the way of traditional enterprise software by delivering an over-engineered, and hard-to-use shopping experience. Meanwhile, on the consumer side of e-Commerce users are provided with affordable, innovative, easy-to-use solutions. At home, users do not need training sessions to operate retail sites, even to conduct a complex transaction like returning an item. With this in mind, EqualLevel was founded with a mission to ‘Consumerize’ B2B and B2G e-Commerce.

Some of the industry leading features and solutions include:

A/P Automation: EqualLevel Invoice Management extends efficiency gains through the entire procure-to-pay process by enabling effective, and easy invoice matching and reconciliation, eliminating wasted hours on manual activities. With Invoice Management, all invoices will be uniform and easy for A/P administrators to find. Invoice Management includes e-Invoicing which enables suppliers to transmit electronic invoices via direct cXML receipt, EqualLevel GO and the EqualLevel Network. Invoices are easily tracked, and automatically matched to Receipts and POs based on your pre-defined 3-way match reconciliation rules. There is also the ability to build in error handling and approval.

Sell Side EqualLevel GO: An EqualLevel GO Business subscription provides a full feature punchout capable e-Commerce site for suppliers. The site enables more than just a static catalog with the ability to easily upgrade, integrate to automatically process ship-notices, and invoices. GO is an open platform and as such can be extended to interface with any e-Procurement system.

EqualLevel’s Tier One Diversity Reseller Solution combines an intuitive, Best-in-Breed eProcurement Marketplace for your customers with a complete eCommerce platform to manage transactions. Plug and play to any ERP or eProcurement platform including Ariba, BuyerQuest, Coupa, EqualLevel, Jaggaer, Peoplesoft, SAP, Workday and more.

Artificial Intelligence with the EqualLevel Savings Advisor (ELSA) for the Private Marketplace customers to advise on real time savings options to shoppers prior to purchase. ELSA impacts buying decisions in the cart, artificial intelligence that learns as it is used. PDF for each order showing Buyer’s choice and notes (3 bids and a buy). Conform to Uniform Guidance Requirements for federal funds and full reporting at the customer level to show overall savings by month, item, contract downloadable file.

Guided Buying using site content tiles, organizations can provide a personalized, consumer-like guided navigation for each buying persona, ensuring ease-of-use and full adoption.

Marketing & Partnership (45 points)

1. Describe how your company markets directly to potential customers.

EqualLevel utilizes thought leadership, email marketing, participation in national conferences and webinars to attract leads. The company has a greater than 70% conversion rate from a qualified lead to a buying customer. Sales cycle times range from six to 24 months, with an average of 18 months. EqualLevel plans to incorporate a tele-marketing group beginning in 2021.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Once a lead is qualified, our best sales strategy has been to provide a custom, no charge sandbox for two to three weeks. This enables our account champions to socialize the marketplace with other stakeholders and to solidify a business case. Our experience is that public agencies are influenced the most by a similar size/type agency that utilizes the same financial system, followed by geographic location (same state being ideal).

We've identified the top 25 school districts in the Tri-State (MN, ND, and SD) representing just under 400,000 students. EqualLevel will customize sales collateral based on size, branding and financial system and email/snail mail packages to procurement, finance and the superintendent of each school. No charge sandboxes will be made available to all 25 as well as assistance building a business case. The CPC contract will enable these districts to accelerate the contracting process.

Tri-State Target Schools	Attendance	Type	State
Anoka-Hennepin PS	38,802	K12	MN
St. Paul PS	36,888	K12	MN
Minneapolis PS	35,580	K12	MN
Rosemount Apple Valley-Eagan ISD	28,997	K12	MN
Osseo PS	21,472	K12	MN
South Washington County	18,966	K12	MN
Rochester PS	18,015	K12	MN
Elk River PS	13,670	K12	MN
Robbinsdale PS	12,546	K12	MN
Mounds View PS	11,957	K12	MN
Wayzata PS	11,948	K12	MN
Lakeville PS	11,204	K12	MN

Minnetonka PS	10,970	K12	MN
North-St Paul- Maplewood-Oakdale PS	10,808	K12	MN
Bloomington PS	10,641	K12	MN
St Cloud PS	10,292	K12	MN
Eastern Carver County PS	9,829	K12	MN
Bismarck SD	13,209	K12	ND
Fargo PS	11,514	K12	ND
West Fargo PS	10,950	K12	ND
Sioux Falls SD	25,018	K12	SD
Rapid City Area SD	13,832	K12	SD
Total	387,108		

3. Describe your organization's ability to participate in conference trade shows and how you will position the contract at those tradeshow. List all, conference trade shows that your organization has attended in the last three (3) years.

We actively participate in ASBO and NIGP associated shows. In the past three years we've attended 22 regional ASBO conferences including the national ASBO , and seven NIGP conferences. We budget for participation in approximately 10 conferences per year.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

EqualLevel has one additional cooperative contract, Allied States Region 19, that we utilize in TX. Outside of Texas CPC is our lead cooperative agreement.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

We hold bi-weekly company meetings for announcements and training on new programs and tools. We plan to dedicate a meeting to reviewing the CPC contract.

6. Is your organization able to service all areas and eligible agencies within CPC's tri-state area?

 X

Yes

 No

If NO, explain why your organization is not able to service an area and/or state.

Click or tap here to enter text.

7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

None

8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

EqualLevel has one additional cooperative contract, Allied States Region 19, that we utilize in TX. Outside of Texas CPC is our lead cooperative agreement.

9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

None

Financials & Level of Support *(30 points)*

1. Describe how your organization works with agencies to determine payment terms.

EqualLevel is priced as an annual subscription and one time initial setup/configuration pricing. We are flexible when working with agencies if a departure from that model is necessary

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.

EqualLevel does accept payment by procurement card and there is no fee.

3. Indicate the level of support your company will offer on this contract category.

- X Pricing is the same as offered to individual education, government, and nonprofit agencies.
- X Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

[Click or tap here to enter text.](#)

4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?

 Yes X *No*

If YES, list what Vendors/Contractors the company and or employees have affiliations with.

[Click or tap here to enter text.](#)

5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

 Yes X *No*

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

6. Has your company been disbarred and or suspended from doing business within the United States?

 Yes X *No*

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Industry Specific Information (570 points)

1. Describe in detail the capabilities of your software. Describe how they meet the minimum qualifications, or not, or how they exceed the minimum qualifications.

To meet CPC's procurement requirements as defined in the RFP, EqualLevel proposes the following modules: Shopping Cart Management, Requisition Management, Order Management, and Supplier Enablement. Each of these modules is described in this RFP response. This offering meets all the minimum requirements as defined in Section III, Technical Specifications, Part C: Terms and Conditions, Procurement Marketplace SaaS #1- 57 of the RFP #21.6 Procurement Marketplace Software as a Service (SaaS) Document.

The following are a some of the technical specifications where the EqualLevel marketplace exceeds the minimum qualifications:

#4. Ability to conduct robust product search - EqualLevel marketplace utilizes a distributed search methodology, which enables searching multiple suppliers simultaneously, regardless of the catalog type. The system searches hosted catalog files, supplier PunchOut stores, supplier APIs, and more, from multiple suppliers suggesting similar items in the product detail and the opportunity to compare items side by side. The search process appears seamless to the shopper and all the results are combined into one, easy-to-use interface.

#13. Provision of a branded homepage for the purchasing member to customize - In addition to customizing the logo, colors, and content, the administrator tools in the marketplace offer several additional features for enhancing the homepage. The marketplace administrator can add RSS feeds to be displayed on the homepage, choose to feature specific vendors, add vendor-specific messages for shoppers, and more. The easy-to-use administrator tools also provide customization in other areas of the marketplace. Custom content can be added to other pages, such as login, registration, and checkout, and the content of several email notifications can be customized as well.

#22.. Ability to provide a robust and easy to use online interface for suppliers of any size to establish accounts, profiles, and catalog data/content - The EqualLevel Supplier Portal offers suppliers much more than just the tools to set up an account and provide catalog data. For PunchOut suppliers, the Portal offers tools to automatically test their PunchOut store. For small suppliers with no Web presence, the Portal offers an interactive catalog builder with the ability to preview how their items will appear in the marketplace. Suppliers can also receive requests from the marketplace in the Portal and submit quotes back to the shopper. Additionally, the buyer can invite new suppliers and track the progress of their integration with the marketplace using the EqualLevel Network.

2. Describe the onboarding process for an eligible agency. Describe who is involved, what is the process for understanding the client's current system and needs, how a timeline would be established, how are responsibilities established and communicated.

The marketplace will be implemented by EqualLevel's Professional Services (PS) organization utilizing a comprehensive solution methodology that has been refined through numerous client engagements. The methodology, combined with hands-on experience and knowledge of industry best practices, will assist new customers in achieving business objectives with the greatest return on investment.

EqualLevel's approach to project execution takes into account both the technical aspects of the solution as well as processes and people. The methodology is based on partnering with, and guiding, the customer's project team through a well-defined solution process that is led by an EqualLevel Business Process Consultant and Project Manager.

EqualLevel employs a collaborative implementation process that is depicted below in Figure 1:

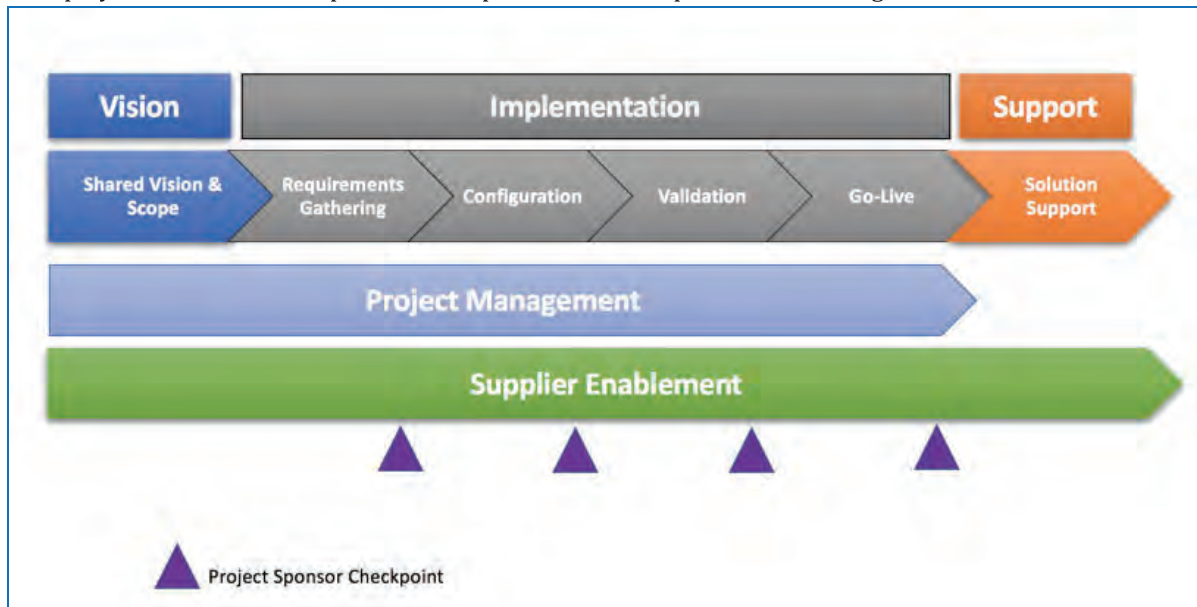


Figure 1: EqualLevel's Collaborative Implementation Process

EqualLevel and the customer will be mutually responsible for project success through solid organization and the execution of an agreed upon implementation plan. EqualLevel's project and technical management methodologies combine proven supplier management and e-Procurement expertise, with software and a disciplined solution management approach. The principles of EqualLevel's methodology include:

- A tightly-controlled project scope, providing effective cost and schedule management
- Project execution using a phased approach designed to minimize risk and disruption to current operations
- Intellectual capital, assets, and property to ensure high-quality deliverables and improve implementation speed
- Established training approaches that provide the right level of training services for users and administrators

3. Describe how supplier catalogs and their specific items are integrated into the proposed software. Describe who communicates with suppliers, who assist vendors with integration, and who manages catalogs and pricing.

There are multiple integration options available to vendors to make their catalog/products available in the marketplace. These options are offered to accommodate varying levels of eProcurement capability. Regardless of a vendor's capability, the focus is on making all items in the marketplace visible to shoppers for effective comparison and identification of cost saving opportunities. EqualLevel's Supplier Enablement Team is responsible for initial integration of new vendors into the marketplace. The Supplier Enablement Team works closely with the marketplace administrator and the vendor point of contact to enable the vendor's store as quickly as possible. Once enabled, EqualLevel provides tools to vendors to self-manage their own catalogs. EqualLevel also provides a free PunchOut solution on its EqualLevel GO platform to qualifying vendors who do not currently have a PunchOut-enabled solution or are seeking to take the next step in eCommerce capability.

4. Describe any costs required to suppliers/vendors at any point in the process.

There is no charge to suppliers seeking standard marketplace enablement, regardless of integration type.

5. Describe the ability of your software to accommodate vendors of drastically different sizes and technical capabilities.

EqualLevel's marketplace solution has integrated with suppliers who have no online order capabilities and sell only a handful of items to the largest of online product suppliers with catalogs exceeding one million items. This provides a true level playing field for suppliers who are enabled into an EqualLevel marketplace. Our marketplace solution can also accommodate free form ordering from a hosted document—taking away the need to create a catalog file to be loaded into the marketplace.

6. Describe your supplier support and communication process. Describe levels of service available and associated costs, if any.

The EqualLevel marketplace has a fully integrated Supplier Portal solution, dedicated to supplier support and communication. Through the Supplier Portal, the tasks of supplier enablement are automated/coordinated. Supplier representatives can register to receive orders and are provided the tools to submit a catalog file or provide/update PunchOut/order delivery credentials.

7. Describe the capabilities of the client creating their own “catalog” in the marketplace.

Yes, the EqualLevel marketplace solution has several options for clients to host their own catalog in the marketplace. Options include hosted catalog files (PDF or Word documents) that allow for free form entry of items, catalog files that can be loaded directly into the marketplace through the catalog builder in the Supplier Portal, or a fully manageable storefront through an EqualLevel GO store. Tools are also provided to the supplier to make updates to their catalog file. Updates to catalog files are handled by the supplier, removing the task of updating pricing from the client. Additionally, EqualLevel GO stores are uniquely suited for line item bid catalogs with awards to multiple vendors. Order delivery can be established at the item level and items are delivered to the appropriate vendors automatically through the marketplace when orders are placed.

8. Describe the ability to customize a catalog in the marketplace. Describe the role and the roles of the supplier/vendor and the client in managing and maintaining contracts in the marketplace.

The EqualLevel marketplace solution is very flexible when it comes to management of catalogs in the marketplace. EqualLevel will work with vendors to best determine the implementation within the marketplace.

There are a couple of options for the hosting and customization of a catalog file. Suppliers with more than 25 items will have the opportunity to have an EqualLevel Go store with full search capability from the marketplace. They may also opt in to making their catalog a PunchOut capable store available to connect to any eProcurement system using standard punchout technology. They will have all the tools necessary to load a catalog file, edit their catalog items, and create a landing page of their own for shoppers to view for the PunchOut Go storefront. Suppliers with fewer items will be provided access to a catalog builder. This tool will allow them to load items directly into the marketplace via an Excel or CSV file.

Having a new vendor added to the marketplace is initiated by the client through a new supplier request within the EqualLevel Network. Once EqualLevel has received the client request, the EqualLevel Supplier Enablement Team will coordinate the assignment of the appropriate tasks to the vendor in the supplier portal and will coordinate initial test orders. Once successful test orders have been completed and the vendor is ready to receive live orders, the client will review the contract and enable the new catalog/contract in their marketplace.

Control of the contract within the marketplace is managed by the client administrator. The client administrator will provide the contract start and end dates, determine the visibility to specific shoppers if needed, and will receive email notifications 30 days prior to the end of the contract term to help ensure proper updates to the existing vendor contract take place or the transition to a newly awarded vendor can be coordinated.

9. Describe your software's ability to control access to the marketplace.

The EqualLevel marketplace provides fully configurable multi-level access controls.

Marketplace User Access: Access for shoppers can be provided through a secure yet simple registration process which will create a username/password to access the marketplace.

Marketplace Feature/Functionality Access: The marketplace users can be grouped into custom roles for access to certain features or areas of the marketplace.

Order Processing Access: Through set up of roles or approvals, how a user makes purchases can be controlled.

Contract Access: Users access to contracts (all or partial) can be defined based on their business group.

These customizations are typically set up to be transparent to the shopper's experience and can be edited/revised as needed by the client administrators.

10. Describe the ability to set and enforce password and account properties. Describe how password resets are handled.

Password resets are handled by either the user or the client administrator. The first option includes a forgot password link on the sign-in page that can be utilized to send the user an email with a one-time link to help reset their password. (When signed in, users can also change their password in their profile; this method will require them to know their current password). Second, client administrators can help with a password reset through their admin tool panel.

11. Describe what capabilities are given to authorized users to maintain accounts, passwords, user roles, etc.

Multiple tiers of administration can be set up to facilitate the needs of the client's marketplace. The primary marketplace client will be trained in an administrator role allowing them to manage portions of the marketplace. Additional tiers of administrators can be created underneath the administrator role to help provide basic administrative services to different groups set up in the marketplace. The main client administrator will have the ability to set up different business groups, create new agencies or regions, and set up users as needed.

Example: The primary client will have basic administrative rights over the entire marketplace. That administrator will have access to all users, reports, contracts, documents, etc. Secondary administrators, for example an "agency administrator," can be set up to have administrative access only to users, addresses, and order information for shoppers a smaller subset (a single agency for example). This secondary administrator will not have full access to all marketplace administrative functions. Settings for these additional administrative roles are customizable based on the needs of the marketplace setup

12. Describe your software's ability to handle varying levels of approval authority within a client's structure.

The marketplace can be configured to handle various types of approval flows to support a client's structure. Multiple approval steps can be set up to occur in sequence and each step can have one or many approvers that can act. The scope of shoppers that each approval step affects can be set up to match the client's structure. Approvals can apply to all shoppers or they can be assigned to individual shoppers or accounts, such as agencies or departments. There is also the flexibility to create more complex approval conditions, such as approvals based on the vendor, dollar amount, shipping, or billing address, and more. The capabilities of the approvers themselves can also be configured in the marketplace. Approvers can be limited to approving or denying orders along with entering comments, or they can be granted access to make changes to addresses, payment, catalog items, and attachments.

13. Describe the segregation and differentiation of rights for different groups of users.

Business groups can be used in the marketplace to help support different access to contracts. If the marketplace needs to support users in different categories, states, regions, etc., business groups can be used to limit the visibility of a contract to one group over another.

14. Describe any limitations the software has for the number of users logged in at any one time.

There are no limitations on the number of simultaneous logged in users.

15. Describe your software's search/query capabilities, including what types of data can be used to limit or target the return of search results.

The EqualLevel marketplace enables the searching of multiple supplier catalogs simultaneously from a variety of sources.

- When searching an external source (e.g., a supplier's eCommerce store), a query is sent using an API and real-time results are returned to the marketplace. The type of data that can be searched and the scope of the search results are determined by the supplier's capabilities.
- When searching an internal source (e.g., a supplier's catalog file), the EqualLevel marketplace matches the shopper's search terms against several catalog item fields, including supplier part number, item name, item description, manufacturer, manufacturer part number, and keywords.
 - The search results, from any data source, can be limited or targeted in the marketplace using tools for filtering and sorting.
- The "search within" feature enables a user to target specific items from the total search results by searching within those results. Matches are found on any of the fields listed above and multiple searches can be performed in sequence to narrow down the targeted search.
- Filter options are available to narrow down the search results based on the supplier, manufacturer, price range, and rating. Multiple options can be selected from each filter and applied to the results.
- The search results can also be filtered by relevance (default), price, item name, and rating.

The EqualLevel marketplace also supports searching for documents, which can be performed as part of a catalog item search. Documents can be found by matching search terms to document titles, keywords, and the text content of the document.

16. Describe if your software can offer customized search functionality to optimize search results.

As described above, when searching external sources such as suppliers' sites, the search functionality is determined, in part, by the supplier's capabilities. However, the EqualLevel Swift API used to search suppliers' sites is customized for each supplier and can be optimized for their catalog data. Further, in the EqualLevel marketplace, results from all suppliers are sorted by relevance based on EqualLevel's proprietary algorithms. These sorting algorithms can be customized for the customer's needs to offer more weight to certain criteria. Additional customization options are also on the product roadmap, such as prioritizing results from specific suppliers.

17. Describe the sources of data used for searching. Describe if the software requires “punch out” to a vendor’s catalog to view any item detail. Describe when “punch out” is required, and what other methods are used to perform a search query.

PunchOut is not required for a supplier to have a catalog in the marketplace or to view item detail. The following methods are supported for searching a supplier's catalog:

- If a supplier offers an API, EqualLevel can integrate with them to pass search queries using their API and retrieve real-time search results.
- If a supplier has an e-commerce store (with or without PunchOut) that can support the EqualLevel Swift API, that tool can be used to retrieve real-time search results.
- EqualLevel can build suppliers a PunchOut store on the EqualLevel GO platform, which can synchronize catalog data to the marketplace.
- Suppliers can enter or upload catalog items to the EqualLevel Supplier Portal, which can synchronize catalog data to the marketplace.
- Suppliers can send catalog files to the EqualLevel FTP site (or post files to their own FTP site), and EqualLevel Catapult can automatically import the catalog to the marketplace.

18. Describe if a user can select multiple items from query results for comparison purposes.

Yes, users can select multiple items from different suppliers and from different search queries. These items can be compared side-by-side.

19. Describe if the software allows the user to identify in the query results if a product is out of stock or back-ordered.

The ability to show out of stock or backordered information on a product depends on the vendor's eCommerce site capability to show the information when punched out. When possible, search results will exclude out of stock or backordered items to provide shoppers with options that are immediately available for purchase.

20. Describe if the software allows users to save items in a shopping cart for later use. Describe any restrictions or additional abilities of the users on shopping cart functionality.

Shoppers can add items to a shopping cart and leave them for later use. Shopping carts are not automatically cleared and the items in a cart will remain until removed by the shopper or checked out. Shoppers can also save their shopping cart as a shopping list (more detail provided in answer #21) or they can save a requisition and complete the order later. Saved requisitions are retained indefinitely (unless deleted by a user) and are visible to administrative users. A saved requisition can only be deleted if it has not yet been submitted.

21. Describe if the software allows users to create a list of favorites. Describe viewing capabilities (i.e. other parties) and how long favorites are retained.

Shoppers can save favorite items to a Shopping List. Saving items to a Shopping List allows for easy retrieval of those items later to be added to a cart if desired. Shopping Lists can also be shared with other users. Items saved in a Shopping List are automatically updated to display current pricing and price changes are identified to the shopper. Any items offered via a supplier whose contract has expired will display a notification that the items are no longer available as the contract has expired or is inactive.

The client administrator can create Global Shopping Lists which can be shared with all of the users in the marketplace, or a group of users. Any time the client administrator makes a change to that list, those changes will update globally for all users.

22. Describe if the software provides the ability to suggest an item(s) to be added to the current cart.

Shoppers can click to view a specific item's product detail and the marketplace will display similar items suggested below, along with pricing and supplier providing those items

The EqualLevel marketplace has a Quote Request module that can be used to request items not found in the marketplace. A shopper can submit a request for the necessary item directly to the vendor and the vendor can submit a quote response that includes the item(s) along with the price. The shopper can add those items from the quote to their cart and complete the purchase. Items returned to the marketplace in a quote are not added to the general catalog for other shoppers to see. The Quote Request module can also be configured to allow shoppers to submit requests for needed items to a marketplace administrator instead of the supplier. The administrator can then submit a request to the supplier, or contact them directly, to request that items be added to the current catalog. Additional functionality for these types of requests is on the product roadmap and planned for a future release.

23. Describe if the software can populate fields on orders from pre-defined user profiles.

Some information in the marketplace can be pre-defined. Shoppers can designate their default bill-to, ship-to locations, phone numbers, and email addresses in their profile. These items will pre-populate when the shopper places an order. Marketplace administrators can also assign addresses to those users which they have access to, the ability to create addresses by individual shoppers can be disabled. Credit card information can be manually created by an agency's PCard administrator and the appropriate card can be assigned to a specific shopper. This is not utilized in cooperative environments but is utilized in some private marketplaces for single agencies. Other items can be pre-populated based upon marketplace customizations—e.g., cost center, account codes.

24. Describe the shopper/approver experience and how the workflow can communicate between accounts.

Shoppers, when placing an order that is in an approval chain, can add internal notes to the order. If an approver chooses to leave a note when they approve/deny the order, the shopper will receive an email with the added notes and will see any notes left in the order itself by approvers. These notes will not be sent to the vendors.

In addition, any comments placed on orders received through a transferred cart, will be emailed back to the original shopper.

25. Describe any capabilities for order aggregation for order placement and/or shipping. Describe how this process works.

The EqualLevel marketplace solution can provide order aggregation as an additional module beyond default order delivery. The default Order Delivery module is configured to immediately send orders to vendors once the order is placed (or approved, if sent for approval). The Order Aggregation module offers set vendors the ability to have their orders held in the marketplace to be sent later. For orders that have been held, functionality can be enabled for specific users or administrators to allow them to edit, merge, and manually send these orders. EqualLevel can also configure automated aggregation and send processes that can be customized for the client. In other words, a process can be scheduled for a specific date and time to aggregate held orders based on several different criteria. The aggregation process is flexible and can merge orders that match one or many variables. For example, the aggregation can be set to merge orders that have the same vendor, shipping address, and account. Another automated process can be scheduled to send these orders to the vendors at a specific date and time, either immediately following the aggregation, or after users have reviewed the aggregated orders.

26. Describe if the software can handle line items with multiple quantities to be sent to multiple locations. Describe how this process works.

The standard configuration for the EqualLevel marketplace is that multiple quantities of a line item on the same order are associated with a single ship-to address. Enabling the delivery of multiple quantities on a line item to multiple ship-to locations would require custom configuration. The EqualLevel marketplace can support such a configuration

27. Describe how returns are addressed and handled.

In the Desktop Receiving module, shoppers can log quantities of items that are being returned. They can indicate if the item is being returned for replacement or if it is being returned and cancelled. The quantities returned are used in the calculation to determine when an order is fully received. The quantities returned can be included in a transaction feed to the buyer's ERP system. Return of the shipped goods are handled between the shopper and the vendor. The return will need to be communicated to the vendor directly and they are responsible for processing the return.

28. Describe the methods of payment available to clients. If credit cards are accepted, describe how much detail of the transaction is captured and maintained with credit card purchases.

The EqualLevel marketplace is PCI compliant and can provide two payment method options: PO and Credit Card. The marketplace can be restricted to one option if required. The PO payment method option can also be enabled by a user with a supplier authorization feature. Approvals can also be set up for either of these payment methods in combination with other criteria (e.g., PO payment for a specific supplier over a specific dollar amount). For credit card purchases, the marketplace stores the order data sent to the supplier, including the detailed line item information. For credit card data, the name on the card, expiration date, and the last four digits of the card are also stored with the order data. After the order is transmitted to the supplier, the processing of the credit card is not performed by EqualLevel.

29. Describe how the software handles credit card information. Describe the encryption methodology. If third parties are involved, what is their role?

When entering a credit card in the marketplace, the information required is: the name on the card, the expiration date, and the card number. This information is stored with the card number encrypted with AES-256, an industry standard encryption accepted by the United States government, on Amazon S3. Amazon S3 is a third-party PCI Compliant storage solution. In the marketplace, only the last four digits of the card number are visible.

30. Describe if the software can allocate costs on a single item to multiple cost centers. Describe if multiple line items with multiple quantities can be allocated to multiple cost centers.

The standard configuration for the EqualLevel marketplace allows for account codes, such as those for cost centers, to be entered at the cart level. Multiple cost center codes can be entered to apply to all items in the cart. Enabling different codes to be entered for each item would require a custom configuration, and the EqualLevel marketplace can support such a configuration.

31. Describe if the software can track orders and its features supporting order tracking.

EqualLevel can relay Order Confirmation, Ship Notices and Invoicing for Order Tracking.

The Marketplace transactions tools include tables to view all Orders, Order Confirmations, and Ship Notices. Detailed order data can be exported at the header or item level. In the Reports admin tools, additional reports are included breaking out the orders by supplier, item, user, and month. Data from each report can be exported as well. Suppliers can send electronic order confirmations and ship notices to the marketplace which will be shown when viewing an order and also emailed to the shopper.

32. Describe how shipping and delivery are handled.

The checkout process in the EqualLevel marketplace can be configured for how the shopper identifies the shipping address for their order. In some instances, addresses are preloaded or managed by administrators. Shoppers browse and select an address from the available options, or in some cases, a single address is preassigned and displayed for the individual user. In other instances, shoppers are permitted to enter new addresses. The address selected or entered during checkout will be sent to the vendor(s) in the order. In terms of shipping charges, for supplier PunchOut sites that pass shipping charges back to the marketplace with the shopping cart data, the marketplace can display these charges to the shopper and include them in the order sent back to the vendor. For vendors without PunchOut sites, the EqualLevel marketplace can automatically apply a shipping charge to a shopping cart with items from a given vendor.

33. Describe if the software provides email notification for order submission, approvals, orders shipped, backorders, and orders received.

Email notifications are sent to approvers when requisitions are submitted for approval and emails are sent to the shopper when the requisition is approved or denied. For vendors not receiving cXML orders, email notifications will be sent to the vendor with the order information. Credit card data is not included in emailed orders. Access to credit card information is made available to the vendor in the secure EqualLevel Supplier Portal. Emails regarding shipping and back orders are typically sent from the vendors to the shoppers. The marketplace also sends email notifications for other features, including sharing shopping lists, transferring shopping carts, submitting quote requests, and receiving quotes.

34. Describe the software's capabilities with logging and tracking requests through the entire process from the purchase order, purchase approval, through receipt, payment, and returns.

All requisitions are logged in to the marketplace and are visible in a table that can be searched or exported. User's own requisitions are visible by them, and administrators can see all requisitions in the marketplace. Account administrators can also be set up with the ability to see all requisitions from users in their account. On each requisition, each approval step is logged including the user, date/time, and any comments that were entered. The orders sent to vendors are also logged into a separate table with the same visibility previously described. The marketplace also logs the cXML order data that is sent to vendors, as well as the cXML order response that is returned. With the desktop receiving module, shoppers can log the receipt of the items from their orders. On each receipt, the shopper can track the quantity of items received, as well as any returns or cancellations that were needed.

35. Describe if the software provides the ability to download financial data using excel.

The EqualLevel marketplace provides the ability to download purchase order data and receipt data at either the header level (order number, shopper, dollar amount, etc.) or at the item level, which includes detailed information for each item in every order. This data is exported to a spreadsheet that can be opened in Excel. Users can export the data for their own orders, while administrators can export the data for all orders in the marketplace. The EqualLevel marketplace can also automatically send financial data back to a customer's ERP or financial system. These automated exports can be in a format and on a schedule specified by the customer.

36. Describe the reporting capabilities the software provides and its frequency. Describe how long the report is retained.

The EqualLevel marketplace includes reports for orders by supplier, by users, by items, and by month. If the marketplace is utilizing "accounts," which can be set up for agencies, districts, departments, cost centers, etc., a report for orders by account is also available. In this configuration, account administrators can be given access to reports on the orders specific to their account. In addition to the reports on orders, a budget report is also available to display the amount of spend and remaining budget for each contract. For all the reports mentioned, the data is updated live, not at a specified frequency. Each report can be filtered to see the data for a specific timeframe and the data can be exported to a spreadsheet. The reporting data is retained for the life of the marketplace.

37. Describe the software's capability and compatibility with a mobile device and web-based platforms.

The EqualLevel marketplace can be viewed in browsers on mobile devices and tablets. However, the marketplace may open a vendor's eCommerce sites through a PunchOut connection. The compatibility of these sites is dependent on the vendor. The product roadmap includes enhanced mobile support for several marketplace modules, such as approvals, receiving, and reporting.

38. Describe where your site is hosted. Describe the security and redundancy in your software system.

EqualLevel solutions are hosted on a secure Amazon Web Services (AWS) cloud. Amazon's cloud service provides PCI DSS Level 1 and SOC 1, 2 and 3 compliance. Please refer to <https://aws.amazon.com/compliance/> for more information.

39. Provide a list of software integrations your company has performed for existing clients.

Integration with ERP systems include:

- Ariba
- Oracle
- SAP
- PeopleSoft
- Tyler Munis
- Tyler iVision
- JD Edwards
- Lawson
- NetSuite
- Skyward
- Smart Finance
- Frontline Teams
- SSDT USAS Web & USAS
- Workday
- PowerSchool

On the supplier side, any third-party PunchOut sites using the cXML standard or OCI Roundtrip can be integrated with the EqualLevel marketplace. Any non-standard integration can be developed using the EqualLevel Gateway solution.

40. Describe the training process you provide to new clients. Describe the methods used to provide training.

Describe the training in detail for Administrators, Content Support Staff, Technical Support Staff, and end-users.

The marketplace administrator training is an integral part of the initial marketplace rollout. The project lead assigned to the marketplace implementation will schedule administrator training sessions once the marketplace is fully configured and most of the vendors are enabled on pre-production (staging). End user training is typically provided by the marketplace administrators and/or agency staff. The training session(s) will be tailored to cover the customer's specific marketplace configurations. However, the success of the marketplace is EqualLevel's priority, and we are happy to help with initial webinars/training to facilitate a successful marketplace kick-off.

Marketplace administrator training will cover the administrative functions available to the buyer administrators. During these training sessions, EqualLevel requests participation by:

- Buyer Administrators.
- Content Support staff and
- Technical Support staff

The toolset available to marketplace administrators will also provide tools for content creation and technical support of users. (Additionally, marketplace roles can be set up to limit certain administration tools to different users. If a "technical support" role needs to be created to provide access to only the user administrator tables for example, those customized administrator roles can be set up as needed).

41. Describe on-going training and support provided to clients.

The EqualLevel marketplace is designed to be user-friendly and intuitive. But, when additional training is needed, a training plan can be developed to meet the needs of the customers.

Training can be delivered in three different ways:

- Onsite Training: Training can be facilitated via in-person/onsite training sessions.
- Webinar Training: Training can be facilitated through a GoToMeeting or other web hosted service to provide live training. Webinars are the preferred method of training as it reduces travel costs while still facilitating dialogue between the trainer and shoppers.
- On-demand video: On-demand video can be created for use/viewing by your shoppers.

Topics of training sessions will be determined based upon the needs of the clients and the marketplace configurations. Additionally, the marketplace will be used as a part of the training to help ensure shopper familiarity.

42. Describe your system development methodology. Describe how you handle change management, how quickly your company can respond to changing client needs.

To develop new features for all customer bases, EqualLevel leverages a traditional waterfall Software Development Life Cycle (SDLC) model for the core suites of e-commerce solutions. For customer requested changes, Agile Scrum and incremental development methodologies are used to ensure rapid deployment of custom changes and integration. For change management, we utilize Information Technology Infrastructure Library (ITIL) change management best practices to ensure all customer reported change requests (e.g., bugs, enhancements, and configuration changes) are properly captured, assessed, and prioritized for timely resolution to meet customer expectations.

43. Describe your company's road mapping process for responding to changes in procurement needs, additional client services, and relevancy with public client needs.

EqualLevel is constantly evaluating its marketplace application as well as changes in the larger procurement space. Our product roadmap includes enhancements to existing features, as well as new modules that address changes in procurement needs. We also encourage our clients to offer feedback and send any feature requests that they would like to see in the product. These requests are added into the product roadmap and are included in the quarterly updates to the marketplace application. At least 60% of each marketplace update is devoted to customer-driven feedback and requests. Additional client services are often requested and can be scheduled independent of the quarterly release schedule.

44. Describe your company's disaster recovery plan.

EqualLevel marketplaces leverage Amazon Web Services for its high availability and robust disaster recovery options. For EqualLevel solutions, all production databases are synchronized real-time to a failover database. If the primary database server fails, websites will be switched to use the failover database in a matter of minutes. Production databases are backed up nightly to Amazon S3 which provides 99.99999999% durability.

Amazon Web Service (AWS) provides redundancy via 'availability zones' which are described by Amazon as follows: "Availability Zones consist of one or more discrete data centers, each with redundant power, networking and connectivity, housed in separate facilities." The AWS primary data centers are located in Northern Virginia with failover sites in other geological locations in the US.

EqualLevel maintains a hot standby of the proxy, application and database servers in separate availability zones. In the event of a failure, the hot standby can be activated in a matter of minutes. Furthermore, the deployed application and database files are stored on Amazon EBS drives which are replicated.

Complete tape backups of the system are scheduled every night. All application and client data, up to the last committed transaction, is automatically written to these backup tapes. Backup tapes are collected and moved to a secure fire-resistant safe each morning. Tapes are moved off premises to a secure off-site storage the next day.

45. Describe if your company/software works with third-party systems/solutions. Describe how you manage their services.

The EqualLevel Marketplace Solution can be integrated with third party ERP systems. Refer to question 39 on the ERP systems currently integrated with the Marketplace solution.

In addition to standard punchout and order delivery integrations with ERP systems, other types of system integration are supported including, but not limited to:

- COA synchronization with an external ERP system
- Transactional data (Purchase Order, Invoice, etc.) synchronization
- Inbound and Outbound data exchange via API integration
- Single Sign-On (SSO) integration with customer Identity Provider (IdP) platform

All integration services with external systems are managed and monitored by EqualLevel IT Operations team.

46. Describe how often you perform new releases of the software. Describe how you notify clients and what your process is for feedback regarding the new release.

EqualLevel's major releases mapping to our strategic roadmap are planned on a quarterly basis. We capture input from our customer base and user groups and factor industry trends to develop our roadmap. EqualLevel provides release notes to affected customers well in advance (typically three to four weeks) to the marketplace administrators so that all proposed changes can be vetted for potential impacts and proper communication to the end-user base can be planned. At this time, pre-production marketplaces are also upgraded for customer review. Before production deployment of a new release, a User Acceptance Testing (UAT) phase is planned with the affected customers as needed, and only the releases with customer acceptance are deployed to the production marketplace.

47. Describe your notification timeline for downtime and maintenance.

With a DevOps approach to solution deployment and infrastructure support, an EqualLevel marketplace does not require downtime for deployment or planned maintenance. However, to keep our customers informed of new marketplace releases, we send release notes well in advance (typically three to four weeks prior to production deployment) so our customer base can familiarize themselves with new features.

48. Describe your process for handling client inquiries and/or issues. Describe how client issues are resolved.

EqualLevel provides a single point of contact for customer inquiries and issues. EqualLevel support can be contacted by calling (866) 972-0179 or by emailing support@equallevel.com. All issues and inquiries are tracked in our ticketing system to closure. All incidents reported to the EqualLevel support team are accessed and prioritized according to the incident management process based on ITIL incident management best practices. All incidents that become a change request will follow our change management process. From the initial report to closure, the EqualLevel support team maintains constant communication with the affected customer as updates are available.

EqualLevel also understands client inquiries and issues are communicated at all levels of interaction. From solution managers to CEO, all inquiries and issues captured are communicated to the support team for rapid responses to customers.

49. Describe how you handle client requested enhancements.

For change management, EqualLevel leverages the Information Technology Infrastructure Library (ITIL) change management best practices. Our team performs an impact assessment on every change request (CR) and works with the affected customers to prioritize, schedule, and approve CRs for release. We test every CR thoroughly on a pre-production environment prior to production deployment. We provide advance notification to users of any system down time and deploy the change during off-hours to minimize impact to end-users.

50. Describe your company's web browser version strategy. Describe your compatibility strategy and what browsers are supported and which are not supported.

EqualLevel strives to make all products broadly compatible with current browser offerings. The EqualLevel solution is an on-demand, hosted, browser-based application and does not have inherent minimum operating system (OS) specifications. However, minimum browser requirements do exist. To meet the needs of clients and offer the most current technologies, EqualLevel maintains a list of certified and supported browsers to be used to access EqualLevel-hosted applications. The certified OS/Browsers combinations are validated with every major and maintenance release of EqualLevel-hosted applications.

EqualLevel supports Internet Explorer 9+, Edge, Chrome, FireFox, and Safari browsers. Internet Explorer usage is evaluated on an annual basis and support for older versions is dropped when usage drops below a reasonable threshold. When support for older browser versions is dropped, customers are notified at least three months in advance. For each release of the EqualLevel marketplace, browser compatibility is tested in each of the versions previously mentioned.

51. Describe how current and historical data is transferred to the client before contract termination.

For clients that terminate their contract, all PO, user, and item data is available for export up to 60 days after the termination date. Any PO, user, and item data not available using the export tables can be delivered in a mutually agreed upon comma delimited format.

52. Describe if your solution can handle the ability to upload users via a spreadsheet (i.e. Excel, CSV).

EqualLevel does support the ability to upload users via a CSV file.

53. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.

- **Guided Buying:** Using visual tiles, provide a personalized, consumer-like guided navigation for each buying persona, ensuring ease-of-use and full adoption. Tiles can link to
- **Single Sign on (SSO):** Single Sign-On (SSO) provides marketplace users an easy way to access the marketplace. The most common way to establish SSO is by using SAML authentication via Google or Office 365. Single Sign-On from another Identification Provider (IDP) platform supporting SAML 2.0 or OAuth standard is possible.
- **Wordpress Plugin:** that can feed these Enhanced Contract Profiles to your WordPress External Website.
- **Custom Forms:** Forms with supplier/category specific data elements that can be used for Requests for Quote or for custom items to be submitted for approval. Capture data specific to a need or product type. Forms can be associated with specific contract suppliers to ensure proper usage.
- **Data Synchronization:** Customer's data, such as user and address data, can be automatically synced via integration service.

54. Describe any additional attributes or functionality of your software not requested in this solicitation or mentioned in this questionnaire.

Additional attributes/functionality are described throughout the responses to previous questions, such as those on product search, reporting, and quote requests and Guided Buying. Additionally, the EqualLevel marketplace offers some modules not previously mentioned that offer great benefit to the shopper and the marketplace administrator. A couple of these modules include the following:

1. **Enhanced Contract Profiles** - The contract management tools provide the ability to create an enhanced profile for a supplier contract. This profile can include a company overview, detailed information on contract benefits and pricing, an FAQ, contact information, contract documents, and more. The enhanced profiles are accessible to shoppers from the marketplace homepage. Profiles can also be created for vendors that are not yet enabled for shopping with a catalog or order delivery.
2. **Price Change Tracking:** For supplier catalogs that are imported to the marketplace, the administrator tools offer detailed reports of price changes that occur. This applies to catalogs that are updated from a variety of sources, such as an EqualLevel GO store, the Supplier Portal, FTP sites, and more. The change report indicates the number of new items, items with price changes, and items deleted. Charts are used to illustrate the distribution of these changes and detailed reports list all items with price changes. A spend impact report shows the spend on these items from the prior year and projects the spend impact of the price changes. For third party PunchOut stores, the marketplace also offers an Item Alerts tool to track price changes. For vendor integrations where catalog items are returned in real time, the Item Alerts tool logs changes to prices compared to a baseline catalog. This baseline catalog can be a sample set of items or the entire vendor catalog, in which case new items added to the PunchOut store can also be reported.
3. **Invoice Management:** EqualLevel Invoice Management extends efficiency gains through the entire procure-to-pay process by enabling effective, and easy invoice to PO matching and reconciliation, eliminating wasted hours on manual activities. There are 3 implementation paths for Invoice Management:
 - 3.1. eInvoice to Marketplace - eInvoice from suppliers and invoices can be viewed and exported
 - 3.2. eInvoice "Passthrough" - eInvoice from Supplier and establish integration service to ERP
 - 3.3. Invoice Management - Full featured Invoice Management with exception handling, ability to create/modify/associate

55. What does your company propose as an annual administrative fee on installation and setup (i.e. year one)?

EqualLevel proposes to pay an administrative fee to CPC on the Annual Subscription Licensee, calculated as follows (sales will be calculated for fiscal year January 1st through December 31st and reset each year.):

- 1 - \$5,000,000: 3%
- \$5,000,001- \$10,000,000: 2.75%
- \$10,000,001- \$15,000,000: 2.5%
- \$15,000,001- \$20,000,000: 2.25%
- \$20,000,001- \$50,000,000: 2%
- \$50,000,001- \$100,000,000: 1.75%
- \$100,000,000: + 1.5%

56. What does your company propose as an annual administrative fee on contract renewals (i.e. year two, year three, etc.)

EqualLevel proposes a 1.75% administrative fee on contract renewals in year 2 and beyond.

57. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

EqualLevel will implement a quarterly self-audit to review invoices and collections tied to the CPC Cooperative agreement. Details of the audit and any associated payment will be forwarded to CPC within two weeks of the audit.

Exceptions & Deviations (10 points)

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Our requirement is that the letter from the CEO demonstrates the financial soundness of EqualLevel and has been submitted as Exhibit B - Letter of Financial Standing - EqualLevel.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

No Exceptions

References

Provide three (3) references that have purchased your procurement marketplace software from your company within the last two (2) years. A contact name, phone number and email will be required. *Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 – Company Name	El Paso ISD
Service Level Purchased	Marketplace with ERP Integration Texas TEAMS ERP
Year of Purchase	2018
Reference Contact	Leitica Rivera
Phone	(915) 230-3106
Email	adriviera@episd.org

Reference #2 – Company Name	DonorsChoose
Service Level Purchased	Marketplace
Year of Purchase	2019
Reference Contact	Geoff Hill, CFO and EFP Fulfillment
Email	geoff@donorschoose.org

Reference #3 – Company Name	Washington Court House City Schools
Service Level Purchased	Marketplace with ERP Integration to Ohio State Software
Year of Purchase	2019
Reference Contact	Becky Mullins, Treasurer/CFO
Phone	740-335-6620
Email	becky.mullins@wchcs.org

K-12 Education Marketplace

Description		Standard Price	Competitive Bid Pricing	Notes
One Time Setup and Implementation Costs				
Private Marketplace Configuration		\$3,000-30,000	\$2,000- \$20,000	Fixed Price Delivery and required. Marketplace Set up includes the Creation and initial configuration of the Marketplace environment for the organization. Determined based on Organization Size, Business Process Complexity and Scope. A level of effort (LOE) estimate will be provided to the customer at the quoted hourly rate defined in the Customization and Services Section for review and acceptance prior to marketplace implementation and kickoff. - Access to all CPC bid cooperative contracts/suppliers - Quick Quotes - Free Form Ordering - Shopping/Transfer Cart - Requisition, Order Management, and Receiving - Electronic Order Delivery - Non Accounts or Cost Center based Approvals - Guided Buying Navigation Tiles - Site Content Editor including Forms Creation - PCard and Purchase Order checkout - Reporting Module
Features Included in the Marketplace Configuration				
Annual Subscription				
Base Recurring Subscription		\$1,500/Year	\$900/year	Total Annual Subscription = Base Recurring Subscription + (No. of Active Students in Contract year times per Student Rate)
1 to 100,000 Students		\$0.85/Student	\$0.60/Student	
100,001 to 200,000 Students		\$0.45/Student	\$0.32/Student	
200,000+		\$0.20/Student	\$0.12/Student	
Concurrent Users		Unlimited	Unlimited	
Hosting		Included	Included	
Software and Database Maintenance		Included	Included	Includes scheduled marketplace updates and releases
Tier 2 & 3 Support via Freshdesk		Included	Included	Included
EqualLevel GO Standard Catalog Connections		Unlimited	Unlimited	The EqualLevel GO Standard Catalog solution enables suppliers to participate in the marketplace with a searchable supplier managed catalog. EqualLevel GO Catalog can be upgraded to a full Punchout Catalog for an annual supplier fee per www.equallevelgo.com published pricing.
Training (Administrator and Launch Day)		Included	Included	Administrator: Instructor led online webinar session, Recorded Launch Day Webinar: Instructor led one hour webinar session, Recorded
Up to 25 Non EqualLevel GO (3rd Party) Punchout Catalog Connections		Included	Included	
Supplier Enablement Support		Included	Included	New supplier enablement support. Delivered in waves up to 6 concurrent new suppliers enablement effort.
Customization and Services				
Customization and Integration Services		\$225/hour	\$175/hour	Development and Professional Services Rate is for Time and Material. The Level of Effort (LOE) estimation is based on the customer's requirements up front. Examples of Customization and Integration include: - Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer. - Set up of Connections to 3rd party systems for various data synchronizations - Creation of Custom Reports - Additional LOE for requirements outside the scope of defined customer implementation - COA Based Approvals Set up - HTML coding to develop additional custom forms and Navigation Tiles - Data transformation service via EqualLevel Gateway solution

K-12 Education Marketplace

Description		Standard Price	Competitive Bid Pricing	Notes
Optional Modules and Training				
Additional 3rd Party Punchout Connections		\$780/Connection see price list	\$600/Connection see price list	\$3,000 for a bundle of 6 Connections
Branded GO Store with Punchout				Suppliers can upgrade to a full punchout site. See price list at www.equallevelgo.com
COA Management & Rules Based Approvals		25% Total Annual Subscription	15% Total Annual Subscription	EqualLevel to Manage and provide service.
EqualLevel Savings Advisor (ELSA)		30% Total Annual Subscription	20% Total Annual Subscription	ELSA waived in Year one.
Single Sign On		\$3,000/One Time	\$2,000/One Time	For Example: SAML, OAuth, Google G-Suite, Active Directory Federated Services (ADFS)
e-Invoicing		Included	Included	Suppliers can electronically send invoices into Marketplace for view, receipt and export
Invoice Transmission		Custom	25% discount to Custom Quote	Passthrough of invoice from supplier through Marketplace to ERP. Includes annual connection to ERP via FTP. APIs are available for buyers to utilize to pull invoices at no charge.
Invoice Management		25% Total Annual Subscription	15% Total Annual Subscription	Includes e-invoicing, Invoice Transmission to ERP, InvoiceManagement with Error Handling, Automated Acceptance and Escalation and Exception Rules, Creation of Manual Invoices, approval. Includes annual connection to ERP
Additional End User Training Webinars		\$675/Each	\$500/Each	Instructor led one hour webinar session, Recorded

Higher Education Marketplace

Description		Standard Price	Competitive Bid Pricing	Notes
One Time Setup and Implementation Costs				
Private Marketplace Configuration		\$3,000-30,000	\$2,000- \$20,000	Fixed Price Delivery and required. Marketplace Set up includes the Creation and initial configuration of the Marketplace environment for the organization. Determined based on Organization Size, Business Process Complexity and Scope. A level of effort (LOE) estimate will be provided to the customer at the quoted hourly rate defined in the Customization and Services Section for review and acceptance prior to marketplace implementation and kickoff.
Features Included in the Marketplace Configuration:				
<ul style="list-style-type: none"> - Access to all CPC bid cooperative contracts/suppliers - Quick Quotes - Free Form Ordering - Shopping/Transfer Cart - Requisition, Order Management, and Receiving - Electronic Order Delivery - Non Accounts or Cost Center based Approvals - Guided Buying Navigation Tiles - Site Content Editor including Forms Creation - PCard and Purchase Order checkout - Reporting Module 				
Annual Subscription				
Base Recurring Subscription		\$1,500/Year	\$900/Year	Total Annual Subscription = Base Recurring Subscription + (No. of Active Students in Contract year times per Student Rate)
1 to 30,000 Students		\$2.40/Student	\$1.80/Student	
30,001+ Students		\$1.30/Student	\$0.95/Student	
Concurrent Users		Unlimited	Unlimited	
Hosting		Included	Included	
Software and Database Maintenance		Included	Included	Includes scheduled marketplace updates and releases
Tier 2 & 3 Support via Freshdesk		Included	Included	Included
EqualLevel GO Standard Catalog Connections		Unlimited	Unlimited	The EqualLevel GO Standard Catalog solution enables suppliers to participate in the marketplace with a searchable supplier managed catalog. EqualLevel GO Catalog can be upgraded to a full Punchout Catalog for an annual supplier fee per www.equallevelgo.com published pricing.
Training (Administrator and Launch Day)		Included	Included	Administrator: Instructor led online webinar session, Recorded Launch Day Webinar: Instructor led one hour webinar session, Recorded
Up to 25 Non EqualLevel GO (3rd Party) Punchout Catalog Connections		Included	Included	
Supplier Enablement Support		Included	Included	New supplier enablement support. Delivered in waves up to 6 concurrent new suppliers enablement effort.
Customization and Services				
Customization and Integration Services		\$225/hour	\$175/hour	Development and Professional Services Rate is for Time and Material. The Level of Effort (LOE) estimation is based on the customer's requirements up front. Examples of Customization and Integration include: <ul style="list-style-type: none"> - Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer. - Set up of Connections to 3rd party systems for various data synchronizations - Creation of Custom Reports - Additional LOE for requirements outside the scope of defined customer implementation - COA Based Approvals Set up - HTML coding to develop additional custom forms and Navigation Tiles - Data transformation service via EqualLevel Gateway solution

Higher Education Marketplace

Description		Standard Price	Competitive Bid Pricing	Notes
Optional Modules and Training				
Additional 3rd Party Punchout Connections		\$780/Connection see price list	\$600/Connection see price list	\$3,000 for a bundle of 6 Connections
Branded GO Store with Punchout				Suppliers can upgrade to a full punchout site. See price list at www.equallevelgo.com
COA Management & Rules Based Approvals		25% Total Annual Subscription	15% Total Annual Subscription	EqualLevel to Manage and provide service
EqualLevel Savings Advisor (ELSA)		30% Total Annual Subscription	20% Total Annual Subscription	ELSA waived in Year one.
Single Sign On		\$3,000/One Time	\$2,000/One Time	For Example: SAML, OAuth, Google G-Suite, Active Directory Federated Services (ADFS)
e-Invoicing		Included	Included	Suppliers can electronically send invoices into Marketplace for view, receipt and export
Invoice Transmission		Custom	25% discount to Custom Quote	Passthrough of invoice from supplier through Marketplace to ERP. Includes annual connection to ERP via FTP. APIs are available for buyers to utilize to pull invoices at no charge.
Invoice Management		25% Total Annual Subscription	15% Total Annual Subscription	Includes e-invoicing, Invoice Transmission to ERP, InvoiceManagement with Error Handling, Automated Acceptance and Escalation and Exception Rules, Creation of Manual Invoices, approval. Includes annual connection to ERP
Additional End User Training Webinars		\$675/Each	\$500/Each	Instructor led one hour webinar session, Recorded

Governmental and Other Governmental Agencies Marketplace

Description		Standard Price		Competitive Bid Pricing		Notes
One Time Setup and Implementation Costs						
Private Marketplace Configuration		\$3,000-30,000	\$2,000- \$20,000		Fixed Price Delivery and required. Marketplace Set up includes the Creation and initial configuration of the Marketplace environment for the organization. Determined based on Organization Size, Business Process Complexity and Scope. A level of effort (LOE) estimate will be provided to the customer at the quoted hourly rate defined in the Customization and Services Section for review and acceptance prior to marketplace implementation and kickoff. - Access to all CPC bid cooperative contracts/suppliers - Quick Quotes - Free Form Ordering - Shopping/Transfer Cart - Requisition, Order Management, and Receiving - Electronic Order Delivery - Non Accounts or Cost Center based Approvals - Guided Buying Navigation Tiles - Site Content Editor including Forms Creation - PCard and Purchase Order checkout - Reporting Module	
Features Included in the Marketplace Configuration:						
Annual Subscription						
Base Recurring Subscription		\$1,500/Year	\$900/year		Total Annual Subscription = Base Recurring Subscription + (Population/Residents in Contract year times per Resident Rate)	
1 to 800,000 Residents		\$0.14/Resident	\$0.07/Resident			
800,001 to 2,000,000 Residents		\$0.10/Resident	\$0.032/Resident			
2,000,000+		\$0.20/Resident	\$0.012/Resident			
Concurrent Users		Unlimited	Unlimited			
Hosting		Included	Included		Includes scheduled marketplace updates and releases	
Software and Database Maintenance		Included	Included			
Tier 2 & 3 Support via Freshdesk		Included	Included			
EqualLevel GO Standard Catalog Connections		Unlimited	Unlimited		The EqualLevel GO Standard Catalog solution enables suppliers to participate in the marketplace with a searchable supplier managed catalog. EqualLevel GO Catalog can be upgraded to a full Punchout Catalog for an annual supplier fee per www.equallevelgo.com published pricing.	
Training (Administrator and Launch Day)		Included	Included		Administrator: Instructor led online webinar session, Recorded Launch Day Webinar: Instructor led one hour webinar session, Recorded	
Up to 25 Non EqualLevel GO (3rd Party) Punchout Catalog Connections		Included	Included			
Supplier Enablement Support		Included	Included		New supplier enablement support. Delivered in waves up to 6 concurrent new suppliers enablement effort.	
Customization and Services						
Customization and Integration Services		\$225/hour	\$175/hour		Development and Professional Services Rate is for Time and Material. The Level of Effort (LOE) estimation is based on the customer's requirements up front. Examples of Customization and Integration include: - Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer. - Set up of Connections to 3rd party systems for various data synchronizations - Creation of Custom Reports - Additional LOE for requirements outside the scope of defined customer implementation - COA Based Approvals Set up - HTML coding to develop additional custom forms and Navigation Tiles - Data transformation service via EqualLevel Gateway solution	

Governmental and Other Governmental Agencies Marketplace

Description		Standard Price		Competitive Bid Pricing		Notes
Optional Modules and Training						
Additional 3rd Party Punchout Connections		\$780/Connection see price list	\$600/Connection see price list	\$3,000 for a bundle of 6 Connections		
Branded GO Store with Punchout				Suppliers can upgrade to a full punchout site. See price list at www.equallevelgo.com		
COA Management & Rules Based Approvals		25% Total Annual Subscription		15% Total Annual Subscription	EqualLevel to Manage and provide service	
		30% Total Annual Subscription		20% Total Annual Subscription		
EqualLevel Savings Advisor (ELSA)					ELSA waived in Year one.	
Single Sign On		\$3,000/One Time	\$2,000/One Time	For Example: SAML, OAuth, Google G-Suite, Active Directory Federated Services (ADFS)		
e-invoicing		Included		Suppliers can electronically send invoices into Marketplace for view, receipt and export		
Invoice Transmission		Custom	25% discount to Custom Quote	Passthrough of invoice from supplier through Marketplace to ERP. Includes annual connection to ERP via FTP.		
Invoice Management		25% Total Annual Subscription	15% Total Annual Subscription	APIs are available for buyers to utilize to pull invoices at no charge. Includes e-invoicing, Invoice Transmission to ERP, InvoiceManagement with Error Handling, Automated Acceptance and Escalation and Exception Rules, Creation of Manual Invoices, approval. Includes annual connection to ERP		
Additional End User Training Webinars		\$675/Each	\$500/Each	Instructor led one hour webinar session, Recorded		

ESAs and Cooperative Agencies Marketplace

Description		Standard Price		Discounted Price/ Rates for CPC Members		Notes
One Time Setup and Implementation Costs						
Marketplace Configuration		\$12,000 TO \$60,000		\$9,000 TO \$50,000		Fixed Price Delivery and required. Marketplace Set up includes the Creation and initial configuration of the Marketplace environment for the organization. Determined based on Organization Size, Business Process Complexity and Scope. A level of effort (LOE) estimate will be provided to the customer at the quoted hourly rate defined in the Customization and Services Section for review and acceptance prior to marketplace implementation and kickoff. HTML Forms Library with supplier/category specific data elements (can be modified for customer needs) to be used for Requests for Quote or for custom items to be submitted for approval through established Requisition Process. Capture data specific to a need or product type. Forms can be associated with specific contract suppliers to ensure proper usage. Additional Forms can be created based on LOE.
Annual Subscription						
Intrastate Marketplace (Region within a State)		\$42,000/Year		\$28,500/Year		
Single State Marketplace		\$72,000/Year		\$49,500/Year		
Regional Marketplace (Six Regions across the US)		\$112,500/Year		\$78,500/Year		Regions Include: Pacific, Rocky Mountains, Southwest, Northeast, Southeast, Midwest.
National Marketplace		\$385,000/Year		\$270,000/Year		
Unlimited Members within defined boundaries		Included		Included		Unlimited registered member users
Unlimited Suppliers		Included		Included		Suppliers must have a direct competitively bid contract with Coop Marketplace owner-operator
Marketplace Management		Included		Included		
Requisition Management		Included		Included		
Cost Center-Accounts and Approvals		Included		Included		
Order Management		Included		Included		
EqualLevel Go Catalog		Included		Included		
EqualLevel Network		Included		Included		
Reporting		Included		Included		
Supplier Enablement Support		Included		Included		New supplier enablement support. Delivered in waves up to 6 concurrent new suppliers enablement effort.
Customization and Services						
Customization and Integration Services		\$225/hour		\$175/hour		Development and Professional Services Rate is for Time and Material. The Level of Effort (LOE) estimation is based on the customer's requirements up front. Examples of Customization and Integration include: - Set up of Connections to 3rd party systems for various data synchronizations - Creation of Custom Reports - Additional LOE for requirements outside the scope of defined customer implementation - HTML coding to develop additional custom forms and Navigation Tiles - Data transformation service via EqualLevel Gateway solution
Optional Modules and Training						
Branded GO Store with Punchout		see price list	see price list	see price list		Suppliers can upgrade to a full punchout site. See price list at www.equallevelgo.com
EqualLevel Savings Advisor (ELSA)		30% Total Annual Subscription		20% Total Annual Subscription		ELSA waived in Year one.
Single Sign On		\$3,000/One Time		\$2,000/One Time		Per customer account implementation. For Example: SAML, OAuth, Google G-Suite, Active Directory Federated Services (ADFS)
e-invoicing		Included		Included		Suppliers can electronically send invoices into Marketplace for view, receipt and export
Invoice Transmission		Custom		25% discount to Custom Quote		Includes e-invoicing, Invoice Transmission to ERP, InvoiceManagement with Error Handling, Automated Acceptance and Escalation and Exception Rules, Creation of Manual Invoices, approval. Includes annual connection to ERP
Additional End User Training Webinars			\$675/Each		\$500/Each	Instructor led one hour webinar session, Recorded

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Drville A Bailey

Authorized Signature

8/3/2020

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Drville A Bailey

Authorized Signature

8/3/2020

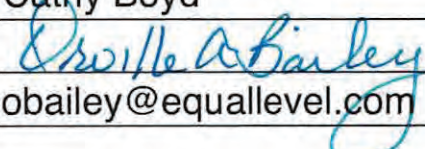
Date

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>EqualLevel Inc.</u>	Date	<u>August 3, 2020</u>
Address	<u>11140 Rockville Pike</u>	City, State, Zip	<u>Rockville, MD 20852</u>
Contact Person	<u>Cathy Boyd</u>	Title	<u>Dir. of Business Dev</u>
Authorized Signature	<u></u>	Title	<u>CEO</u>
Email	<u>obailey@equallevel.com</u>	Phone	<u>301.560.1492</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized
Representative _____

Name Printed or Typed _____

Awarded this _____ day of _____

Contract Number _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	OAB
2. Termination for Cause of Convenience	YES	OAB
3. Equal Employment Opportunity	YES	OAB
4. Davis-Bacon Act	YES	OAB
5. Contract Work Hours and Safety Standards Act	YES	OAB
6. Right to Inventions Made Under a Contract or Agreement	YES	OAB
7. Clean Air Act and Federal Water Pollution Control Act	YES	OAB
8. Debarment and Suspension	YES	OAB
9. Byrd Anti-Lobbying Amendment	YES	OAB
10. Procurement of Recovered Materials	YES	OAB
11. Profit as a Separate Element of Price	YES	OAB
12. General Compliance with Participating Agencies	YES	OAB

EqualLevel Inc.

Name of Business



Signature of Authorized Representative

Orville A Bailey/ CEO

Printed Name/Title

August 3, 2020

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: na
Solicitation Number:
Vendor Name:

If a subcontractor will not be used, check this box:

Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
Email Address of Contact:
Services to be provided:

Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
Email Address of Contact:
Services to be provided:

Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
Email Address of Contact:
Services to be provided:

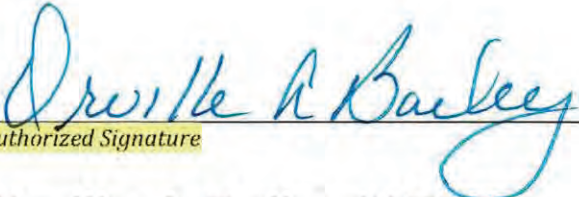
Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. The Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	Submit as PDF
X	Pricing Schedule – Name of Company <ul style="list-style-type: none"> • Educational Agencies • Governmental Agencies • Other Governmental Agencies • ESAs and Cooperative Agencies <i>*Vendor created, see Scope of Work and Pricing under Technical Specification of the RFP for additional details.</i>	Submit as PDF
X	Vendor Questionnaire – Name of Company	Submit as a PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
NA	Exhibit B – Letter/Line of Credit – Name of Company	Submit as PDF
X	Additional Information – as required <ul style="list-style-type: none"> • Business Type Certificate, if applicable 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion before submission.



Authorized Signature

Orville A Bailey/CEO

Printed Name/Title

August 3, 2020

Date

CPC Marketing Plan

The goal of our marketing effort will be to generate leads utilizing the CPC contract.

Upon acceptance of this contract, EqualLevel will work with the CPC team to announce the award to all our media outlets via a co-branded press release. EqualLevel also maintains social media profiles on LinkedIn, and Twitter. EqualLevel would post on our social media accounts announcing the win of the contract, and in future posts announce the solutions being offered and how to contact EqualLevel to utilize the CPC contract vehicle.

After announcing the win, our first objective will be to develop the CPC landing page that would be accessible from our website, in cooperation with CPC. The second objective will be to develop collateral to alert our target audience of the awarded CPC contract, the benefits of utilizing the contract, and where to obtain more information. Next, we will work on a direct email campaign aimed at the top 25 Tri-State K12 accounts (see below) and other potential government clients in the Tri-State region.

Anoka-Hennepin PS	St. Paul PS	Minneapolis PS
Rosemount Apple Valley-Eagan	North St. Paul-Maplewood Oakdale PS	South Washington County
Rochester PS	Elk River PS	Robbinsdale PS
Mounds View PS	Wayzata PS	Lakeville PS
Minnetonka PS	Osseo PS	Bloomington PS
St Cloud PS	Eastern Carver County PS	Bismarck SD
Fargo PS	West Fargo PS	Sioux Falls SD
	Rapid City Area SD	

Each target will be offered a no charge sandbox and assistance building a business case. The CPC contract will enable these districts to accelerate the contracting process.



August 4, 2020

Dear Ms. Lisa Truax:

EqualLevel Inc. is 10 years old C Corporation and has been cash flow positive every year. We have been profitable for the last six years, have zero debt, and no external investors. Our cash position and annual recurring contract base are strong. We start each year with 100% of our baseline expenses covered. Our e-Procurement Marketplace solution is counter cyclical and during this downturn in economic activity, we are confidently increasing our FTE headcount. In April 2020, we added Brent Maas to the position of VP of Marketing. Brent is the former Head of Strategy and Marketing for the National Institute of Government Purchasing.

We cannot provide a letter certifying a business line of credit, because we have not had the need to pursue one. We make organic investment decisions primarily based on our ability to afford them. We receive equity and debt-based investment offers on a weekly basis and will only consider one if inorganic opportunities for growth present themselves.

Best Regards,

A handwritten signature in black ink that reads "Orville A Bailey".

Orville A Bailey

Co-Founder & CEO



EqualLevel Inc. P2P Marketplace Overview & Demo

Cooperative Purchasing Connection

Agenda

- Introductions
- Company Overview
- Value Proposition
- Proposal Overview and Highlights
- Live Demonstration



Company Overview & Value Proposition

EqualLevel Overview

- Profitable, privately held software company headquartered in the USA
- Cost-effective, and flexible Shop-to-Pay solutions for the public sector
- Focused on customer success and continuous innovation
 - Relationship focused customer management
- Major modules/features in the last 18 months:
 - EqualLevel Savings Advisor
 - Guided Buying Navigation Tiles
 - Forms based Quote Request
 - Invoice Reconciliation

Overview



- Close to 100% renewal rate

Value Proposition

Easy to use multi-vendor marketplace that extends your financial system to enable online purchasing from all approved supply agreements, featuring:

- Real-time search across punchout sites
- Automatic tracking of expenditures per contract to ensure contract limits and procurement policies are followed
- Built in compliance with Uniform Grant Guidance for purchases with federal funds
- AI powered savings advisor reviews shopping cart items to eliminate overspending



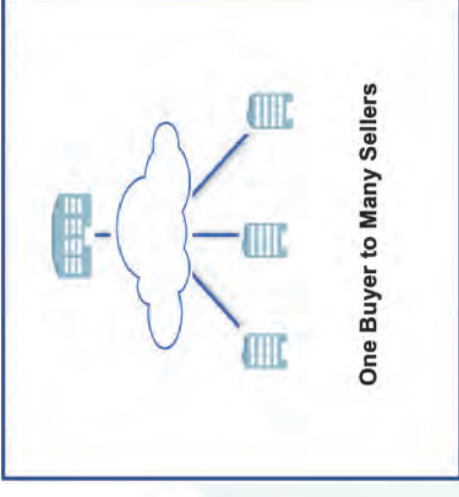
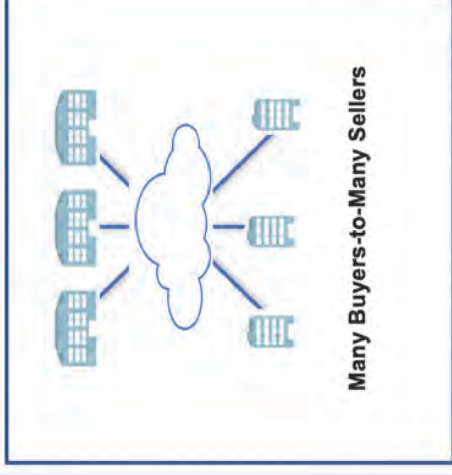
Proposal Overview & Highlights

- Modular footprint enables agencies to maximize \$ invested in existing ERP



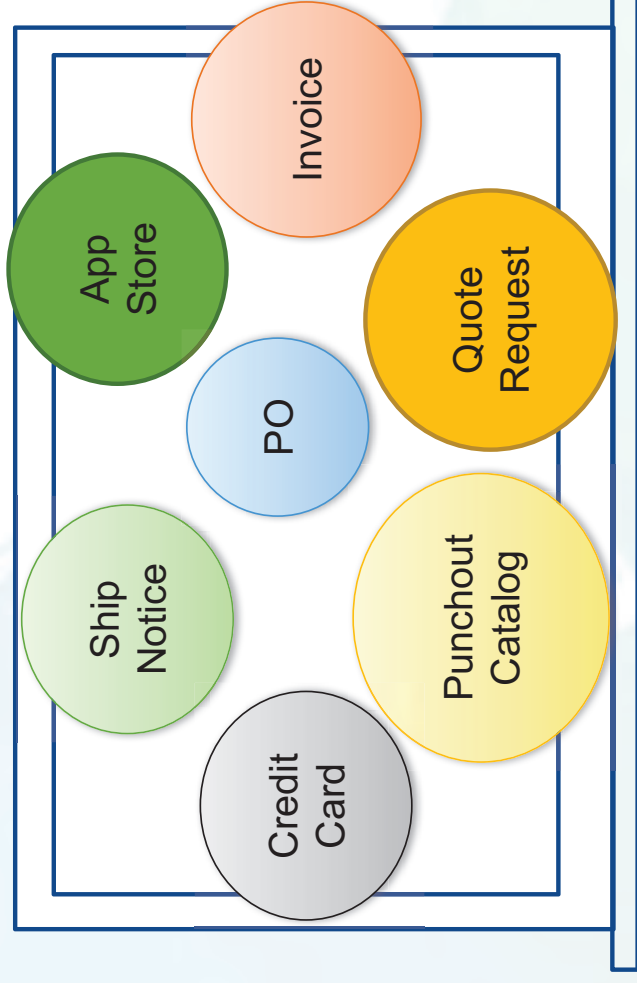
Solution

- Pricing supports two implementation models



Open Supplier Network

- Enable suppliers at their highest level of capability



- No supplier fees to participate

Standard Pricing

- Education
 - Base license fee, plus
 - Per student fee
 - Includes embedded CPC contracts
- Cities & Counties
 - Base license fee, plus
 - Per resident fee
 - Includes embedded CPC contracts
- Cooperatives / Regional Service Centers
 - Annual subscription based on scope
 - Region/State/Multi-State/National

Sales & Marketing

- Points of contact
 - Sales – Cathy Boyd, Director of BD
 - Marketing – Brent Maas
 - Quarterly reporting – Lynn Drummond
- Marketing plan
 - Joint press release
 - Dedicated partner page on web site
 - Sandbox for top 25 Tri-State K12 districts
 - Sponsorship of MN ASBO
- CPC Coop agreement promoted to National Coops



Demonstration