

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:

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Cooperative Purchasing Connection

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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 or certified cashier's check, for \$2,500.00. Such bond/check 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/check via postal mail to CPC. The bond/check 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/check pledges that the Vendor will abide by the terms stated in this solicitation and in 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/check 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 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=THYyQ3ZUenRIWTFXMHI3UllORlU1dz09>.

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 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

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