# Appendix B
# EqualLevel's Response

**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

# ACORD®

# 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 | CONTACT NAME: | | |
|---|---|---|---|
| Hiscox Inc.<br>520 Madison Avenue<br>32nd Floor<br>New York, NY 10022 | PHONE (A/C, No, Ext): (888) 202-3007 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | | |
| | **INSURER(S) AFFORDING COVERAGE** | | NAIC # |
| | INSURER A : Hiscox Insurance Company Inc | | 10200 |
| **INSURED**<br>Equal Level, Inc<br>7529 Standish Place<br>Ste 115<br>Rockville MD 20855 | 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 | X **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE X OCCUR | | | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY ☐ PROJECT ☐ LOC<br>☐ OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ S/T Gen. Agg. |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | ☐ PER STATUTE ☐ OTHER | |
| | | | | | | | 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 |
|---|---|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)          The ACORD name and logo are registered marks of ACORD

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

**WLTR005**

# CERTIFICATE OF LIABILITY INSURANCE

**ACORD®**

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

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| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| MARTENS-JOHNSON INS AGENCY INC<br>42630135<br>6227 EXECUTIVE BOULEVARD<br>ROCKVILLE MD 20852 | **PHONE** (A/C, No, Ext): (301) 231-5447 | | **FAX** (A/C, No): (301) 881-1137 |
| | **E-MAIL ADDRESS:** | | |
| | **INSURER(S) AFFORDING COVERAGE** | | **NAIC#** |
| | INSURER A : Hartford Casualty Insurance Company | | 29424 |
| **INSURED**<br>EQUAL LEVEL INC<br>11140 ROCKVILLE PIKE STE 100350<br>ROCKVILLE MD 20852-3106 | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

## COVERAGES      CERTIFICATE NUMBER:                REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR | | | | | | EACH OCCURRENCE | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | |
| | | | | | | | MED EXP (Any one person) | |
| | | | | | | | PERSONAL & ADV INJURY | |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | | | | GENERAL AGGREGATE | |
| | | | | | | | PRODUCTS - COMP/OP AGG | |
| | | | | | | | | |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | ☐ DED ☐ RETENTION $ | | | | | | | |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 42 WEC AB7QLL | 06/30/2020 | 06/30/2021 | X PER STATUTE ☐ OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE -EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $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 | CANCELLATION |
|---|---|
| COOK COUNTY GOVERNMENT<br>118 North Clark Street<br>Chicago IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>**AUTHORIZED REPRESENTATIVE**<br>*Susan L. Castaneda* |

ACORD 25 (2016/03)       The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

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05/18/2020

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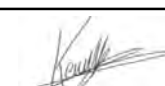| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| Hiscox Inc. | PHONE (A/C, No, Ext): (888) 202-3007 | | FAX (A/C, No): |
| 520 Madison Avenue 32nd Floor New York, NY 10022 | E-MAIL ADDRESS: contact@hiscox.com | | |
| | **INSURER(S) AFFORDING COVERAGE** | | NAIC # |
| | INSURER A : Hiscox Insurance Company Inc | | 10200 |
| **INSURED** | INSURER B : | | |
| Equal Level, Inc | INSURER C : | | |
| 7529 Standish Place | INSURER D : | | |
| Ste 115 | INSURER E : | | |
| Rockville MD 20855 | INSURER F : | | |

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

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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** ☐ CLAIMS-MADE ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | 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: Aggregate: | $ 500,000 $ 2,000,000 |

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

| CERTIFICATE HOLDER | 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 |

ACORD 25 (2016/03)     The ACORD name and logo are registered marks of ACORD

Cashier's Check - Customer Copy

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

No. 1110416028

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

Void After 90 Days

30-1/1140
NTX

FLAGSHIP CENTER
0001    5018045    0123

BANK OF AMERICA

**2,500.00** TWO FIVE ZERO ZERO CTS CTS

Pay    **$2,500.00**

**Two Thousand Five Hundred and 00/100 Dollars**

To The Order Of    COOPERATIVE PURCHASING CONNECTION
PERFORMANCE BOND_RFP #21.6

Remitter (Purchased By):    EQUAL LEVEL, INC.

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

00-53-3364B 06-2019

Not-Negotiable
Customer Copy
Retain for your Records

00164000983

---

Cashier's Check

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

No. 1110416028

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

Void After 90 Days

30-1/1140
NTX

FLAGSHIP CENTER
0001    5018045    0123

BANK OF AMERICA

**2,500.00** TWO FIVE ZERO ZERO CTS CTS

Pay    **$2,500.00**

**Two Thousand Five Hundred and 00/100 Dollars**

To The Order Of    COOPERATIVE PURCHASING CONNECTION
PERFORMANCE BOND_RFP #21.6

Remitter (Purchased By):    EQUAL LEVEL, INC.

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

00-53-3364B 06-2019

AUTHORIZED SIGNATURE

⑈1110416028⑈ ⑆114000019⑆ 0016410000983⑈

COPYBAN CAPTURE• ANTI-FRAUD PROTECTION

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

## 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 Exit 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 Exit 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.  \*<u>Submit documentation in PDF format to verify business status (see bid checklist).</u>**

| 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<br>Software Specialist III<br>Purchasing & Strategic Sourcing Department<br>(915) 212-1198<br>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<br>Executive Director of Procurement & eCommerce<br>(210)407-0405<br>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<br>Executive Director – Procurement<br>(773)553-2901<br>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 tradeshows. 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:
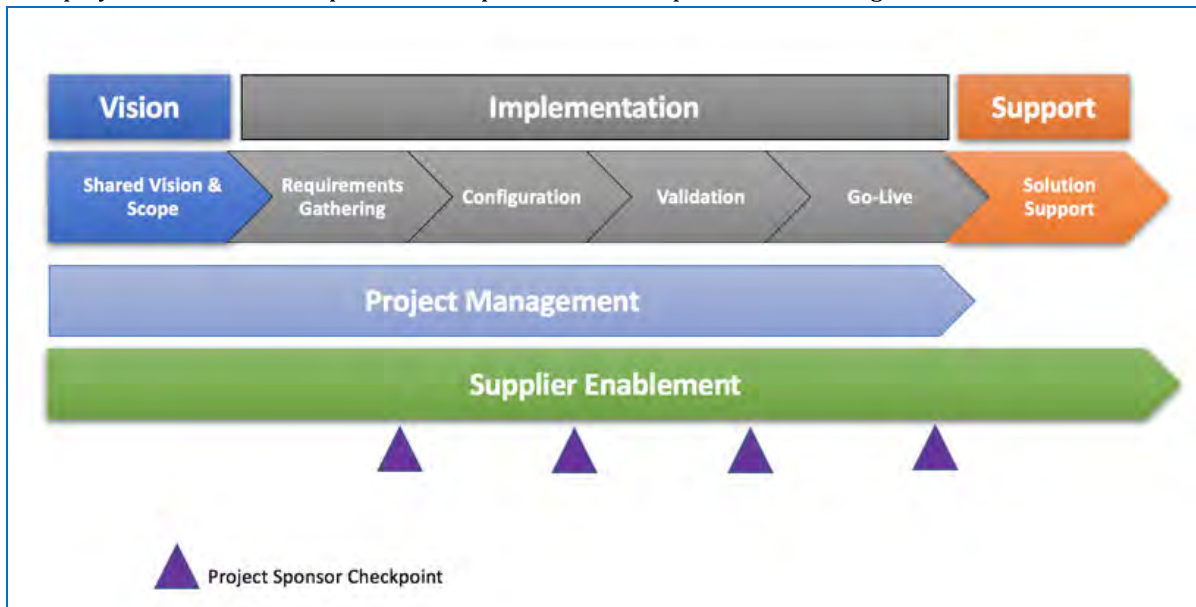


Figure 1: EqualLevel's Collaborative Implementation Process

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 99.999999999% 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*) 26

**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**

| | |
|---|---|
| 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 | adrivera@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.<br><br>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** | | | - Access to all CPC bid cooperative contracts/suppliers<br>- Quick Quotes<br>- Free Form Ordering<br>- Shopping/Transfer Cart<br>- Requisition, Order Management, and Receiving<br>- Electronic Order Delivery<br>- Non Accounts or Cost Center based Approvals<br>- Guided Buying Navigation Tiles<br>- Site Content Editor including Forms Creation<br>- PCard and Purchase Order checkout<br>- Reporting Module |
| **Annual Subscription** | | | |
| **Base Recurring Subscription** | $1,500/Year | $900/year | **Total Annual Subscription =** |
| 1 to 100,000 Students | $0.85/Student | $0.60/Student | **Base Recurring Subscription + (No. of Active Students in Contract year times per Student Rate)** |
| 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<br>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:<br>- Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer.<br>- Set up of Connections to 3rd party systems for various data synchronizations<br>- Creation of Custom Reports<br>- Additional LOE for requirements outside the scope of defined customer implementation<br>- COA Based Approvals Set up<br>- HTML coding to develop additional custom forms and Navigation Tiles<br>- 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 | $600/Connection | $3,000 for a bundle of 6 Connections |
| **Branded GO Store with Punchout** | see price list | see price list | 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 eInvoice 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.<br><br>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:** | | | - Access to all CPC bid cooperative contracts/suppliers<br>- Quick Quotes<br>- Free Form Ordering<br>- Shopping/Transfer Cart<br>- Requisition, Order Management, and Receiving<br>- Electronic Order Delivery<br>- Non Accounts or Cost Center based Approvals<br>- Guided Buying Navigation Tiles<br>- Site Content Editor including Forms Creation<br>- PCard and Purchase Order checkout<br>- Reporting Module |
| **Annual Subscription** | | | |
| Base Recurring Subscription | $1,500/Year | $900/year | **Total Annual Subscription =**<br>**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<br>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:<br>- Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer.<br>- Set up of Connections to 3rd party systems for various data synchronizations<br>- Creation of Custom Reports<br>- Additional LOE for requirements outside the scope of defined customer implementation<br>- COA Based Approvals Set up<br>- HTML coding to develop additional custom forms and Navigation Tiles<br>- 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 | $600/Connection | $3,000 for a bundle of 6 Connections |
| **Branded GO Store with Punchout** | see price list | see price list | 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 eInvoice 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.<br><br>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:** | | | - Access to all CPC bid cooperative contracts/suppliers<br>- Quick Quotes<br>- Free Form Ordering<br>- Shopping/Transfer Cart<br>- Requisition, Order Management, and Receiving<br>- Electronic Order Delivery<br>- Non Accounts or Cost Center based Approvals<br>- Guided Buying Navigation Tiles<br>- Site Content Editor including Forms Creation<br>- PCard and Purchase Order checkout<br>- Reporting Module |
| **Annual Subscription** | | | |
| **Base Recurring Subscription** | $1,500/Year | $900/year | |
| **1 to 800,000 Residents** | $0.14/Resident | $0.07/Resident | **Total Annual Subscription =** |
| **800,001 to 2,000,000 Residents** | $0.10/Resident | $0.032/Resident | **Base Recurring Subscription + (Population/Residents in Contract year times per Resident Rate)** |
| **2,000,000+** | $0.20/Resident | $0.012/Resident | |
| **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<br>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:<br>- Integration to Customer's ERP Solution and the level of integration to the marketplace required and varies from customer to customer.<br>- Set up of Connections to 3rd party systems for various data synchronizations<br>- Creation of Custom Reports<br>- Additional LOE for requirements outside the scope of defined customer implementation<br>- COA Based Approvals Set up<br>- HTML coding to develop additional custom forms and Navigation Tiles<br>- 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 | $600/Connection | $3,000 for a bundle of 6 Connections |
| **Branded GO Store with Punchout** | see price list | see price list | 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 eInvoice 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 |

# 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.<br><br>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.<br><br>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:<br>- Set up of Connections to 3rd party systems for various data synchronizations<br>- Creation of Custom Reports<br>- Additional LOE for requirements outside the scope of defined customer implementation<br>- HTML coding to develop additional custom forms and Navigation Tiles<br>- Data transformation service via EqualLevel Gateway solution |
| **Optional Modules and Training** | | | |
| **Branded GO Store with Punchout** | 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.<br>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. 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.

_Orville 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.

_Orville 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** | EqualLevel Inc. | **Date** | August 3, 2020 |
| **Address** | 11140 Rockville Pike | **City, State, Zip** | Rockville, MD 20852 |
| **Contact Person** | Cathy Boyd | **Title** | Dir. of Business Dev |
| **Authorized Signature** | *Orville A Bailey* | **Title** | CEO |
| **Email** | obailey@equallevel.com | **Phone** | 301.560.1492 |

### 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 CFRR 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

*Orville A Bailey*
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: _____

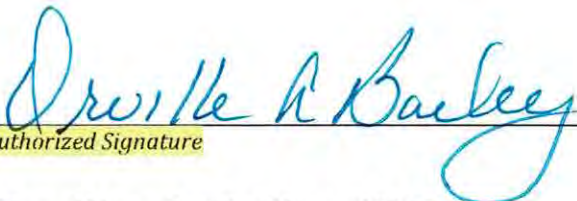Email Address of Contact: _____

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<br>• Educational Agencies<br>• Governmental Agencies<br>• Other Governmental Agencies<br>• ESAs and Cooperative Agencies<br><br>*Vendor created, see Scope of Work and Pricing under Technical Specification of the RFP for additional details.* | 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.<br>*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<br>• 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.

_Orville A Bailey_ (signature)
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.

# EqualLevel

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,

Orville A Bailey

Orville A Bailey

Co-Founder & CEO

# EqualLevel Inc. P2P Marketplace Overview & Demo

# Cooperative Purchasing Connection

**September 1, 2020**

# Agenda

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

## 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

EqualLevel
www.equallevel.com

# Overview



- Close to 100% renewal rate

EQUALLevel
www.equallevel.com

# 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

EqualLevel
www.equallevel.com

Proposal Overview
&
Highlights

# Solution

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

enablement ▶ shop ▶ requisition ▶ approve ▶ order ▶ receive ▶ invoice ▶ pay

- Pricing supports two implementation models

**Many Buyers-to-Many Sellers**

**One Buyer to Many Sellers**

**EqualLevel**

# Open Supplier Network

- Enable suppliers at their highest level of capability
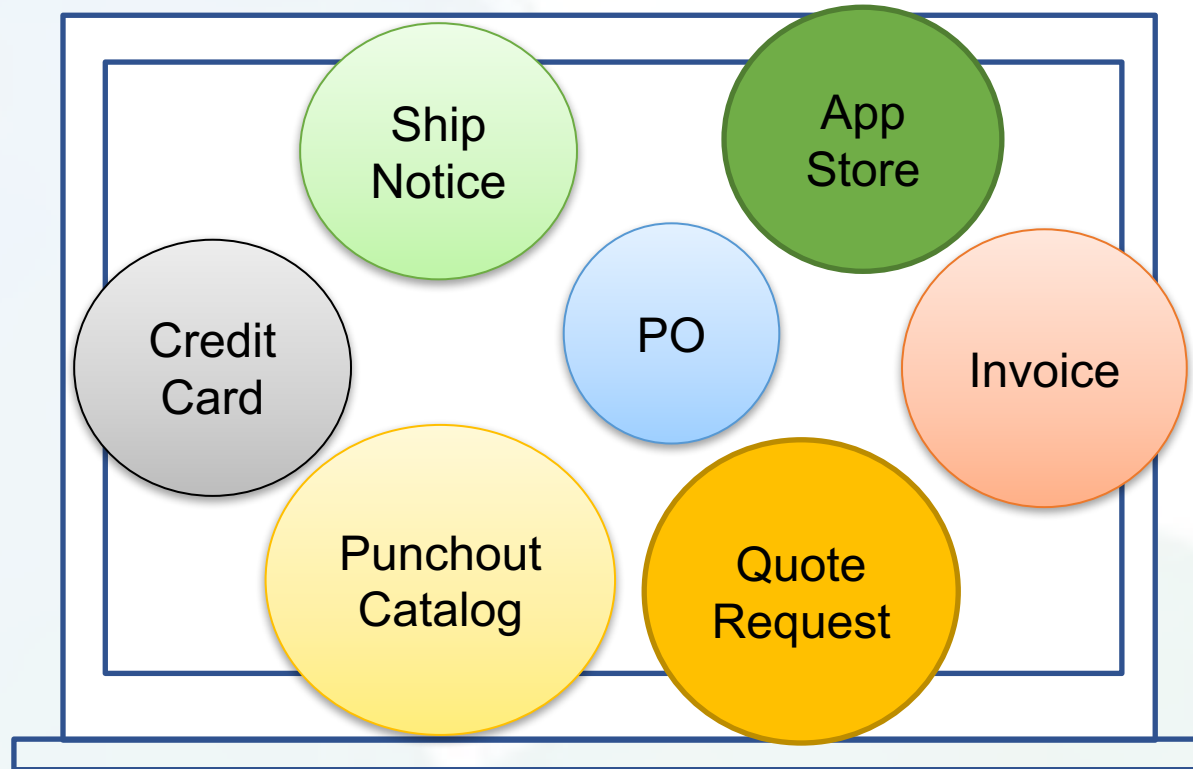


- No supplier fees to participate

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# 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

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