

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 06/03/2019	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	311864
StarTribune 06/10/2019	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	311864

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$369.60**

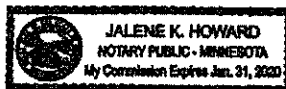
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 06/10/2019

Jaleene K. Howard



Notary Public



Classified Advertising Invoice

Bismarck Tribune

PO BOX 540
Waterloo, IA 50704-0540

888-418-6474

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

Customer: 60058870
Phone: (218) 737-6535
Date: 06/10/2019

CREDIT CARD PAYMENT (circle one)



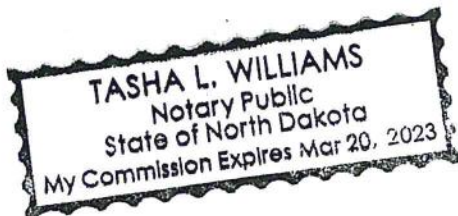
Card #:
Exp Date:
Signature:
Credit card users: Fax to 319-291-4014

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send a credit card payment to remittance address located in the upper right corner. You may also send the coupon to a secure fax at 319-291-4014.

Date	Date	Times Run	Description	Lines	Class Code	Order Amt	Net Amt Due
06/03/19	06/10/19	2	July 1, 2019 - 20.1 Vape Detec Bismarck Tribune PO: Lisa M. Truax	23.00	Legals	40.02	40.02

Affidavit of Publication
State of North Dakota) SS County of Burleigh
Before me, a Notary Public for the State of North Dakota
personally appeared JKL who being duly sworn, deposes
and says that he (she) is the Clerk of Bismarck Tribune Co.,
and that the publication(s) were made through the
Bismarck Tribune on the following dates:
6/3 & 10. Signed Jill J. Friday
sworn and subscribed to before me this 12
day of JUNE 2019
Tasha L. Williams
Notary Public in and for the State of North Dakota



Notice to Bidders
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its member agencies in Minnesota, North Dakota and South Dakota until:
10:00 a.m. CT, Monday, July 1, 2019
For proposals: 20.1 - Vape Detection Sensors, 20.2 - Sidewalk Repair & Trip Hazard Mitigation Services and 20.3 - Third Party Commissioning Services.
Conformity with technical specifications, RFP forms, terms of delivery and other conditions shall be imposed. Specifications and forms may be obtained by registering for free on CPC via Public Purchase (www.publicpurchase.com).
Proposals must be uploaded to Public Purchase prior to 10:00 a.m. CT on Monday, July 1, 2019. CPC reserves the right to award the contract to one respondent, make multiple awards, or reject any or all proposals.
6/3 & 10 - 20973075

Please return invoice or put order number on check. Thank You.

Remarks: Total Due: 40.02

Bismarck Tribune
www.bismarcktribune.com
PO BOX 540
Waterloo, IA 50704-0540

Terms: PAYMENT IS DUE UPON RECEIPT OF INVOICE

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS


Chelsea Adams, *The Forum*, being duly sworn,
states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.


2. The newspapers listed on the exhibits published the advertisement of: **LEGAL NOTICE**; (2) times, **June 3 & 10, 2019**, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

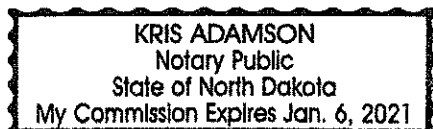
Dated this 10th day of June, 2019.



Legals Clerk



Notary Public



NOTICE TO BIDDERS
Sealed proposals will be received by the Cooperative Purchasing Council (CPC) on behalf of its member agencies in Minnesota, North Dakota and South Dakota until:
10:00 a.m. CT, Monday, July 1, 2019
For proposals: 20.1 – Vape Detection Sensors, 20.2 – Sidewalk Repair & Trip Hazard Mitigation Services and 20.3 – Third Party Commissioning Services.
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Proposals must be uploaded to Public Purchase prior to 10:00 a.m. CT on Monday, July 1, 2019. CPC reserves the right to award the contract to one respondent, make multiple awards, or reject any or all proposals.
(June 3 & 10, 2019) 2760517

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Release Successful on Bid RFP #20.2 - Sidewalk Repair & Trip Hazard Mitigation Services
Date: Monday, June 3, 2019 9:03:54 AM

Lisa M Truax:

Bid "RFP #20.2 - Sidewalk Repair & Trip Hazard Mitigation Services"
Status: Release Successful on Jun 3, 2019 8:03:43 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=113988>

If you have any questions regarding this bid, please contact our Customer Support Staff at
agency support@publicpurchase.com

Thank you for using Public Purchase.

MK= 0xho1/RuPKfRk8fzK9EaRw==

Proposals Requested by the:

Cooperative Purchasing Connection



**RFP #20.2 – Sidewalk Repair & Trip
Hazard Mitigation Services**

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase sidewalk repair and trip hazard mitigation services, at consortium level discounted pricings. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories.

Due: 10:00 a.m. CT on Monday, July 1, 2019

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

RFP Facilitator:

Lisa Truax, Bid & Contract Facilitator
Cooperative Purchasing Connection
1001 East Mount Faith Avenue,
Fergus Falls, MN 56537
ltruax@lcsc.org

Published in:

Star Tribune
Fargo Forum
Bismarck Tribune
June 3 & 10, 2019

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I. Introduction

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

The Cooperative Purchasing Connection (CPC), a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies are able to utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. AEA Purchasing, an initiative of Iowa's nine (9) Area Education Agencies (AEAs), is organized pursuant to Iowa Code chapters 28E and 273. AEA Purchasing was designed to provide cooperative purchasing services to their participating agencies.

Collectively, CPC and AEA Purchasing are co-soliciting these products and services on behalf of their participating agencies. CPC will act as the lead agency while the intent of the solicitation is to provide product and service to agencies in Minnesota, North Dakota, South Dakota and Iowa. Herein, CPC will include AEA Purchasing.

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

II. Solicitation Procedures

A. Responding Vendor Qualifications

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

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

B. Required Securities

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

product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) years.

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

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

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor, unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

- C. **RFP Timeline:** Below is CPC's timeline for RFP #20.2 – Sidewalk Repair & Trip Hazard Mitigation Services.

Date/Time	Event
June 3, 2019	Publication of RFP #20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

June 17, 2019 at 11:00 a.m. CT	Non-Required Conference Call
June 21, 2019 at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
July 1, 2019 at 10:00 a.m. CT	Deadline for Submission
July 22, 2019	Contact Vendor/Award(s) Made
July 29 – July 31, 2019	Mandatory Vendor Orientation
August 1, 2019	Initial Start of Contract Term

- D. Non-Required Conference Call:** A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit: <https://zoom.us/j/140555006>.

1. **Dial-in Number:** +1 929 436 2866 US
2. **Meeting ID:** 140 555 006

E. RFP Submission

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

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

F. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

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

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

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

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

G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a four (4)-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance of the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outline below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed. Vendors will need to meet a minimum cut score of 125 points in order for their proposal to proceed to the cost evaluation.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a short list of Vendors may be developed of the highest rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding, far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or all areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Totally unresponsive, does not meet minimum requirements

Criteria	Possible Points
Qualifications & Experience	45
Marketing & Partnership	25
Financials & Level of Support	30
Equipment/Product/Services, Pricing & Delivery	50
Exceptions & Deviations	5
Total Technical Points	155
Pricing	95
Total Score	250

		[Vendor X]	[Vendor Y]	[Vendor Z]
Criteria	Possible Points	Average Points Awarded	Average Points Awarded	Average Points Awarded
Qualifications & Experience	45			
Financials & Level of Support	30			
Equipment/Product/Services, Pricing & Delivery	50			
Exceptions & Deviations	5			
Total Technical Points	155	0	0	0
Meets Cut Score of 130 Points?	Yes/No			
Proceed to Pricing Evaluation?	Yes/No			
Pricing	95			
Total Score	250	0	0	0

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

H. Contract Award

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

Notification of Intent to Award: An award notification will be made by July 22, 2019. The actual award is subject to approval by the CPC Board of Directors.

Contract Term: The term of the contract resulting from this RFP will be from August 1, 2019, through July 30, 2021. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements semi-annually. CPC has established a set of performance criteria that will be used in the Vendor semi-annual evaluation. Performance criteria will include:

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

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top selling items to create or update a market basket or core list of commonly purchased items. All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

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

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

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

III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase sidewalk repair and trip hazard mitigation services, at consortium level discounted pricings. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories.

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

CPC intends to award this solicitation to one or more vendors based on who can offer acceptable service and pricing that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract as long as pricing is consistent in all four (4 states) and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Pricing discounts offered on a full range of products and services.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts, held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible vendor.

- B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s) as this is a new category being solicited by CPC on behalf of participating agencies.

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

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

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

C. Terms and Conditions:

General:

1. All work conducted under this contract shall comply with all applicable Occupational Safety and Health Administration (OSHA) and American Disabilities Act (ADA) standards.
2. Vendor will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
 - a. A copy of a valid contractor's license must be submitted to CPC as it pertains to the four (4) state service area.
 - b. Confirm that any and all contractors and subcontractors performing under this contract hold and maintain appropriate licensure.
3. All personnel that are working in participating agencies' must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
4. Use of Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
 - b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
5. Vendor must repair all sidewalk trip hazards from +1/4" and up to 2" in designated work areas.
6. Vendor must guarantee specified repair slope is achieved; 12:1 based on requirements outlined by ADA standards.
7. Vendor must remove hazards completely, from one end of the raised sidewalk join to the other, if applicable, leaving an absolute zero point of differential between slabs. Vendor must

- repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
8. Vendor may not use any type of “fill” material that deteriorates or breaks apart over time.
 9. Vendor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the Vendor and/or Vendor’s equipment does cause damage to the above, the Vendor must be notified immediately and damages must be repaired at the Vendor’s expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3 to 4-foot-wide sidewalk panel.
 10. Vendor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
 11. No water-cooling is allowed which creates slurry and contaminated storm drains or causes excessive environmental impact.
 12. Vendor must use a dust abatement system, which limits the dust emitted from the equipment.
 13. Vendor must be able to perform trip hazard mitigation service in hard to reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
 14. Vendor’s trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.
 15. Vendor must be able to respond to any emergency work within 48 hours of notification.
 16. Equipment and all other items incidental to the work shall not be left on or stored on the sidewalk or on private property while not in use.
 17. Vendor will work with each participating agency to schedule the repairs so as to cause a minimum of interruption, interference, or disturbance to the operations of the agency.
 18. Vendor must submit an itemized summary of all repaired hazards, to include:
 - a. The specific hazard height – both high side and low side measurement.
 - b. The total width of actual repair to the nearest ½ foot.
 - c. The physical location (address) or GPS location of each repair.
 - d. Itemized cost for each repaired trip hazard.
 19. Vendor to submit invoice directly to participating agency for payment. Participating agency must follow state prompt-payment guidelines as outlined in M.S. §471.425.
 20. All services will be 100% guaranteed. Any service provided, which does not meet the end users’ expectations will either be redone until the end users’ expectations are met, or the charges for the services are refunded to the participating agency.

Pricing:

1. Vendor must identify and develop a price sheet for services. Vendors must include any applicable state multipliers (RS Means) to cover cost differentials in other states.
2. Provide a discount price schedule for all products and services, including per diem and mobilization charges (i.e. mileage) offered in this solicitation. This schedule will be developed by the Vendor and submitted with their response.
3. Contract discounts and percentages must be held firm during the initial contract period, unless reductions are made to accommodate one-time bulk replacements or special promotions. The Vendor may offer a reduced spot discount to any participating agency at any one time in the case of large projects or to secure business. However, the Vendor cannot reduce the current contract discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the vendor will be responsible for full reimbursement for any overcharge to a participating agency.
4. New products and service items, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.

5. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The vendor must be able to verify the pricing calculation.
6. When a manufacturer revises its product price list to add or delete models and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows: Request will be typed on the Vendor's letterhead and emailed to CPC;
 - i. It is filed with CPC, a minimum of 30 calendar days before the effective date of the proposed change;
 - ii. It clearly identifies the items impacted by the change;
 - iii. The change will not produce a higher profit margin than that on the original contract;
 - iv. It is accompanied by documentation acceptable to the Bid & Contract Facilitator to warrant the change.
 - v. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
7. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Maintenance Plans: The Vendor may offer pricing for maintenance for all equipment listed under the solicitation, and include it in pricing proposals to participating agencies if requested. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

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

Appendix A: Sales Report Template

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

July – September

October – December

January – March

April – June

[illegible]

Appendix B: New Vendor Implementation Checklist – Sample

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

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

General Terms & Conditions

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

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

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

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

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

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

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its best interests.
2. CPC reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any

examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

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

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

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

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

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Vendor to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

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

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

however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) making the request to contact the CPC department.

Construction Related Products and Services (*construction related solicitations only*): CPC will consider and determine if the qualified responses resulting from the solicitation are able to meet the necessary requirements for construction related products and services and to enter and execute a contract in the state of Minnesota. The Vendor will be required to work with CPC's participating agencies and will require that an architect's signature or certification is noted on the specifications as required by [Minnesota Statute §326.12 subd. 3](#). With certain exceptions, [Minnesota Rules part 1800.5200, subpart 1](#), requires a licensed architect or engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor are able to confirm that business is able to be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

In North Dakota, CPC will consider and determine if the qualified responses resulting from the solicitation are able to meet the necessary requirements for construction related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once CPC and the Vendor are able to confirm that business is able to be conducted in North Dakota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the Vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

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

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

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

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

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

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

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

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding, unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC, and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
 - c. Canceled by CPC in accordance with other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

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

In such projects, the Vendor agrees to post wage rates at the work site and submit a copy of their payroll to the participating agency for their files. In addition, to comply with the Copeland Act, the Vendor must submit weekly

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

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

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

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

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

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

Insurance: The Vendor shall purchase, maintain and provide certification from insurer(s) for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or

their authorized agent, identifying the coverage required below and identifying CPC as a “Certificate Holder”. Any required insurance that is cancelled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

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

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI prior to the start of the contract term as a condition of award. Failure to comply with this provision will result in termination of the award.

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

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

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

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

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

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

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired,

prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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

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

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

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

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

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

1. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency from taking such discount.
2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Termination: In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for good and services delivered prior to the terminating and not

otherwise returned in accordance with the Vendor's return policy. If the participating agency has paid the Vendor for good and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the awarded vendor(s):

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the awarded vendor(s) engaged in pursuant to this solicitation to be in violation of the law.

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

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

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

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

Revised 10/2018

Vendor Questionnaire

RFP 20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Instructions

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

To submit the required forms, follow these steps:

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

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

1. [Company Information](#)
2. [Qualifications & Experience](#) (45 points)
3. [Marketing & Partnership](#) (25 points)
4. [Financials & Level of Support](#) (30 points)
5. [Equipment/Product/Services, Pricing & Delivery](#) (50 points)
6. [Exceptions & Deviations](#) (5 points)
7. [References](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

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

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

Who will be responsible for receiving updated membership lists. Include name, email and phone number(s).

Name	Email	Phone

Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis. Include name, email and phone number(s).

Name	Email	Phone

Who will be responsible for conducting audits as requested by CPC. Include name, email and phone number(s).

Name	Email	Phone

Qualifications & Experience *(45 points)*

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

Click or tap here to enter text.

2. Provide evidence of what your organization is doing to remain viable in the industry.

Click or tap here to enter text.

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

Click or tap here to enter text.

4. Describe the number of agencies your organization, on average, provides trip hazard repair services for each year in the four-state area?

Click or tap here to enter text.

5. Is your organization able to service all areas within four-state area?

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the four-state area.

Click or tap here to enter text.

8. Describe any “added value” attributes being offered when purchasing through your company.

Click or tap here to enter text.

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

Click or tap here to enter text.

Marketing & Partnership *(25 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

Financials & Level of Support *(30 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Click or tap here to enter text.

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

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

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

Equipment/Products/Services, Pricing & Delivery (50 points)

1. Provide a general narrative description of the services you are offering in your proposal.

Click or tap here to enter text.

2. Provide a general narrative describing the ordering and service process.

Click or tap here to enter text.

3. Provide a general narrative description of your pricing model and identify how the model works.

Click or tap here to enter text.

4. Describe if your organization offers any quantity or volume discounts.

Click or tap here to enter text.

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

Click or tap here to enter text.

Exceptions & Deviations (5 points)

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

Click or tap here to enter text.

2. List any exceptions your company is requesting to the terms set forth 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**
- **Proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

References

Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.

Reference #1 – Business Name
Product/Service Purchased
Year of Purchase
Reference Contact
Phone
Email

Reference #2 – Business Name
Product/Service Purchased
Year of Purchase
Reference Contact
Phone
Email

Reference #3 – Business Name
Product/Service Purchased
Year of Purchase
Reference Contact
Phone
Email

Vendor Forms & Signatures

RFP 20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Instructions

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

To submit the required forms, follow these steps:

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

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

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

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgement 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.

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

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

Addendum No. 1

Addendum No. 5

Addendum No. 2

Addendum No. 6

Addendum No. 3

Addendum No. 7

Addendum No. 4

Addendum No. 8

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

Authorized Signature

Date

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

Authorized Signature

Date

Contract Offer & Award

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

Part I: Vendor

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

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

Part II: CPC

Your response for 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 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 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 acknowledgement 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, 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 effected 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, 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, 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 titled 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 work week of 40 hours. Work in excess of the standard work week 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 work week. 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 sub grants 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, 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 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, 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)	<u>Vendor Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

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

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

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

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

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

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

Solicitation Checklist

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

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

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing Schedule – Name of Company	<u>Vendor Created:</u> Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as a Word document
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Certificate of Insurance – Name of Company	Submit as PDF
	State Contractors License (Copy) – Name of Company	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 prior to submission.

Authorized Signature

Printed Name/Title

Date

Questions for Bid RFP #20.2 - Sidewalk Repair & Trip Hazard Mitigation Services

Question #1

We currently do not have a vacuum system to control dust. Are we unable to bid?

Jun 20, 2019 1:20:55 PM CDT

By: Universal Concrete Grinding - k.owen@universalconcretegrinding.com

Also, is there a projected amount of footage? We want to base our pricing off an estimated amount of work.

Answers

A company that cannot meet a specification, does have the opportunity to enter an exception or deviation from the specification for CPC to consider. This should be done in the Vendor Questionnaire.

Jun 20, 2019 2:05:26 PM CDT

By: ltruax

The estimated usage is indefinite delivery/indefinite quantity (IDIQ). Usage of the contract is based off of participating agency need across the four-state service area. This category is being solicited on behalf of all participating agencies, not one specific agency.

[Archive](#)
[View Bid](#)

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: Public Purchase - RFP #20.2 - Sidewalk Repair & Trip Hazard Mitigation Services Closed Notification
Date: Monday, July 1, 2019 10:00:46 AM

Lisa M Truax:

The bid RFP #20.2 - Sidewalk Repair & Trip Hazard Mitigation Services has closed on Jul 1, 2019 9:00:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=113988>

Thank you for using Public Purchase.

MK= zhHr979mCC6E4LocjGnyBw==

Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

20.2

Bid Title

Sidewalk Repair & Trip Hazard Mitigation Services

Vendor Name	State	Invitation	Date	Email	Reason
A & K Construction	WI	Classification	2019-06-03 08:22:32	rsherley@aandkbuilding.com	Bid Notification
American Pavement Solutions	WI	Classification	2019-06-03 08:22:32	rburkel@ameripavement.com	Bid Notification
Benwa Construction	WY	Classification	2019-06-03 08:22:32	benwabb@hotmail.com	Bid Notification
BrainSurface LLC	TX	Self Invited	2019-06-20 13:05:27	muhammad.omar@brainsurface.com	Bid Answer
Dans Masonry	MN	Classification	2019-06-03 08:22:32	grinny89@yahoo.com	Bid Notification
Dodge Data & Analytics	TX	Self Invited	2019-06-20 13:05:27	latiecha.crowden@construction.com	Bid Answer
Loeffler Construction & Consulting	MN	Classification	2019-06-03 08:22:32	shudoba@loefflerconstruction.com	Bid Notification
Met-Con Construction, Inc.	MN	Classification	2019-06-03 08:22:32	stan.herauf@met-con.com	Bid Notification
North America Procurement Council	CO	Self Invited	2019-06-20 13:05:27	bids@napc.me	Bid Answer
Northland PCC Inc.	MN	Self Invited	2019-06-20 13:05:27	markq@safesidewalks.com	Bid Answer
Onvia	WA	Self Invited	2019-06-20 13:05:27	sourcemanagement2@onvia.com	Bid Answer
Pember Companies Inc	WI	Classification	2019-06-03 08:22:32	ghuber@pembercompanies.com	Bid Notification
Rocking-O Buildings & Livestock Equipment	IA	Classification	2019-06-03 08:22:32	rocking-o@outlook.com	Bid Notification
Royal Media Network Inc.	MD	Classification	2019-06-03 08:22:32	lorence@royalimagingolutions.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2019-06-20 13:05:27	jpdas@eii-usa.com	Bid Answer
SmartProcure	FL	Self Invited	2019-06-20 13:05:27	jeff@smartprocure.us	Bid Answer
Swenke Ims,Contracting LLC	MN	Classification	2019-06-03 08:22:32	dims@kmtel.com	Bid Notification
Universal Concrete Grinding	OH	Classification	2019-06-20 13:05:26	k.owen@universalconcretegrinding.com	Bid Answer
Universal Concrete Grinding	OH	Classification	2019-06-28 14:32:59	k.owen@universalconcretegrinding.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2019-06-03 08:22:32	mike.sigman@westplainsengineering.com	Bid Notification

Access Report

Agency

Bid Number

Bid Title

Cooperative Purchasing Connection

20.2

Sidewalk Repair & Trip Hazard Mitigation Services

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
North America Procurement Council	2019-06-05 07:40 AM CDT	2019-06-21 12:37 AM CDT	RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf	
Universal Concrete Grinding	2019-06-10 09:13 AM CDT	2019-06-28 09:31 AM CDT	RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - General Terms and Conditions.pdf RFP 20.2 - Vendor Questionnaire.docx	2019-06-28 09:30 AM CDT
SO	2019-06-03 02:13 PM CDT	2019-06-03 02:13 PM CDT		
SmartProcure	2019-06-03 08:01 PM CDT	2019-07-01 08:14 AM CDT	RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - Vendor Questionnaire.docx RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - General Terms and Conditions.pdf	
Dodge Data & Analytics	2019-06-03 12:01 PM CDT	2019-07-01 12:21 AM CDT	RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - Vendor Questionnaire.pdf RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - General Terms and Conditions.pdf	
Pember Companies Inc	2019-06-03 09:24 AM CDT	2019-06-03 09:24 AM CDT		
A & K Construction	2019-06-03 03:25 PM CDT	2019-06-03 03:25 PM CDT		
Northland PCC Inc.	2019-06-04 08:41 AM CDT	2019-06-11 02:45 PM CDT	RFP 20.2 - General Terms and Conditions.pdf RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - Vendor Questionnaire.docx RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf	2019-06-11 02:31 PM CDT
BrainSurface LLC	2019-06-05 12:01 AM CDT	2019-06-06 12:02 AM CDT	RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - Vendor Questionnaire.docx RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - General Terms and Conditions.pdf	
Onvia	2019-06-03 01:36 PM CDT	2019-06-21 12:04 AM CDT	RFP 20.2 - Vendor Forms & Signatures.pdf RFP 20.2 - Vendor Questionnaire.pdf RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - General Terms and Conditions.pdf	
School Wholesale Supplies LLC	2019-06-06 12:18 AM CDT	2019-07-01 05:39 AM CDT	RFP 20.2 -Sidewalk Repair & Trip Hazard Mitigation Services.pdf RFP 20.2 - General Terms and Conditions.pdf	

Opening Record

#20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

July 1, 2019

Date

10:19 a.m. CT

Time

Company Responding	Northland PCC, Inc.	Universal Concrete Grinding	
Copy of Bid Bond	X		
Vendor Questionnaire	X	X	
Pricing Schedule – <i>vendor created</i>	X	X	
Signature Forms	X	X	
Other:	Contractor Registration Certificate of Insurance	Business Certificate Certificate of Insurance	
Notes:		<i>**UCC - Performance Bond for 10% of total purchase can be issued upon award of contract in accordance with bond standards</i>	
Qualified (Responsive) Respondent:	Yes	No	

Witnesses:

Lisa Truax

Lori Mittelstadt

Mary Juliot

Cooperative Purchasing Connection
Tabulation Report RFP #20.2 - Sidewalk Repair & Trip
Hazard Mitigation Services
Vendor: Northland PCC Inc.

General Comments:

General Attachments: Contractor.pdf
CPC Biid.pdf
Insurance.pdf
PCC Bid Bond 06112019.pdf
RFP 20.2 - Vendor Questionnaire.docx
Vendor Forms.pdf

LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type: **CONTRACTOR
REGISTRATION** Number: **IR692531**

Application No: **351040** Status: **ISSUED**

Expire Date: **12/31/2019** Effect Date: **1/1/2018**

Orig Date: **4/3/2015** Print Date:

Enforcement Action: **NO**

Workplace Experience: **N/A**

Name: **NORTHLAND PCC INC. DBA PRECISION
CONCRETE CUTTING**

Address: **16512 10TH STREET NE
NEW LONDON , MN 56273**

Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSE!

Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but ***it is not intended to provide any level of consumer protection.*** To verify the status of **licensed** residential contractors, remodelers, and roofers, search under the **Residential Contractors** "Discipline" on the license lookup tool

Another Lookup?



DATE: June 11, 2019

TO: Cooperative Purchasing Connection

RE: RFP #20.2 Sidewalk Repair & Trip Hazard Mitigation Services

PRICING SCHEDULE (quoted from Vendor Questionnaire):

Since each repair is unique and requires different amount of time to repair, we measure each hazard in "Inch Feet." It is generally a reflection of how much concrete we need to remove. It is arrived at by taking the average height of the hazard in inches (high measurement plus low measurement divided by two) and multiplying that by the width of the hazard in feet. Quotes are based on a price per inch foot but may vary some based on how dense or spread out the hazards are (ie how efficient the work will be).

BID PRICE: Not To Exceed \$45.00 per inch foot

FROM: Mark Quale, President/CEO
Northland PCC Inc.

Precision Concrete Cutting
16512 10th Street NE
New London, MN 56273



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2019

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 Lieser Insurance Agency PO Box 393 New London MN 56273	CONTACT NAME: Cole Lieser	
	PHONE (A/C, No, Ext): 320-354-7234 FAX (A/C, No): 320-354-7148 E-MAIL ADDRESS: cole@lieserinsurance.com	
INSURED NORTHLAND PCC INC DBA PRECISION CONCRETE CUTTING 16512 10th ST NE NEW LONDON MN 56273	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Grinnell Mutual Reinsurance Company	14117
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0000650349	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0000880793	08/13/2018	08/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0000611666	08/13/2018	08/13/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

CERTIFICATE HOLDER

CANCELLATION

Cooperative Purchasing Connection
1001 East Mount Faith Avenue
Fergus Falls, MN 56537

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

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Employers Mutual
Casualty Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Northland PCC, Inc., DBA Precision Concrete Cutting

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Minnesota

, as Surety, are held and firmly bound unto the
CPC, Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537

as obligee, in the sum of \$2,500

Two thousand five hundred and 00/100 DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Removing trip hazards from sidewalks.

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 11th day of June, 20 19.

Northland PCC, Inc.

By: Mark Zual Principal

Employers Mutual Casualty Company

By: Lori Holmberg Surety
Lori Holmberg Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

LORI HOLMBERG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Two Million Five Hundred Thousand Dollars\$2,500,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

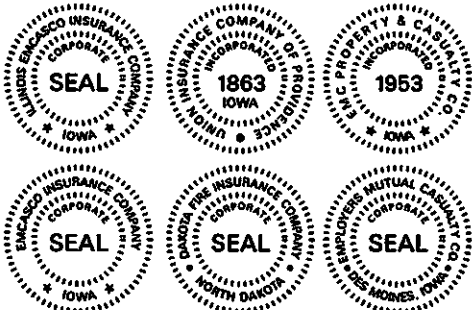
AUTHORITY FOR POWER OF ATTORNEY

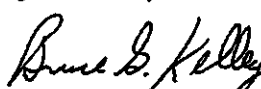
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals




Bruce G. Kelley, CEO, Chairman of
Companies 2, 3, 4, 5 & 6; President
of Companies 1, 2 & 6; Treasurer of
Companies 1, 2, 3, 4 & 6


Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of June, 2019.


James D. Clough
Vice President

Vendor Questionnaire

RFP 20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Instructions

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

To submit the required forms, follow these steps:

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

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

1. [Company Information](#)
2. [Qualifications & Experience](#) (45 points)
3. [Marketing & Partnership](#) (25 points)
4. [Financials & Level of Support](#) (30 points)
5. [Equipment/Product/Services, Pricing & Delivery](#) (50 points)
6. [Exceptions & Deviations](#) (5 points)
7. [References](#)

Company Information

Name of Company: PRECISION CONCRETE CUTTING

Company Address: 16512 10TH STREET NE

City, State, Zip code: NEW LONDON, MN 56273

Website: WWW.SAFESIDEWALKS.COM

Phone: 320-354-2100

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	MARK QUALE	NORTHLANDOFFICE@SAFESIDEWALKS.COM	320-354-2100
Contract Manager	MATT FREELAND ZACH QUALE	MATT@SAFESIDEWALKS.COM ZACH@SAFESIDEWALKS.COM	320-444-7882 320-444-7785
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

Who will be responsible for receiving updated membership lists. Include name, email and phone number(s).

Name	Email	Phone
MARK QUALE	NORTHLANDOFFICE@SAFESIDEWALKS.COM	320-354-2100

Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis. Include name, email and phone number(s).

Name	Email	Phone
MARK QUALE	NORTHLANDOFFICE@SAFESIDEWALKS.COM	320-354-2100

Who will be responsible for conducting audits as requested by CPC. Include name, email and phone number(s).

Name	Email	Phone
MARK QUALE	NORTHLANDOFFICE@SAFESIDEWALKS.COM	320-354-2100

Qualifications & Experience (45 points)

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

Precision Concrete Cutting was established as a trip hazard removal company in 1992 in Provo, Utah. Frustrated with the poor results achieved with grinders, over time its founder designed new, innovative equipment and techniques that utilized saw cutting rather than grinding. The process provided for a far superior result with little or no increase in costs. Patents were awarded and the company expanded nationally through a franchise system. Today PCC services all of the U.S. and Canada and has recently opened offices in Australia.

2. Provide evidence of what your organization is doing to remain viable in the industry.

Precision Concrete Cutting is the national leader in Trip Hazard Management. Specializing in just this field alone, PCC utilizes the latest technologies (including GIS mapping) and thorough training of franchisees to guarantee ADA compliant results every time. Free detailed Sidewalk Safety Assessment Surveys are valued as much as our superior repairs. PCC

clients include world-class cities such as Seattle, Toronto and Beverly Hills and renowned universities such as Stanford, USC and Penn State. We are proud to list national treasures, The Smithsonian Institute and Arlington National Cemetery as valued clients as well. On a more local level, we service the campuses of numerous state colleges and universities in Minnesota, Iowa, Nebraska and both Dakotas. Hundreds of cities, large and small are on our repeat client list, including St. Cloud, MN, Moorhead, MN, Lincoln, NE, Omaha, NE, Sioux Falls, SD and Fargo, ND. Our client list is rounded out with k-12 schools, medical facilities, property managers and housing authorities. Working with multiple small-crew units, we are able to handle project ranging from \$1,500 to \$500,000.

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

While not every customer has done multiple jobs with us, I am hard pressed to recall a single one who went on to have more work done by someone else. Our retention rate exceeds 90%.

4. Describe the number of agencies your organization, on average, provides trip hazard repair services for each year in the four-state area?

2018: 196 customers

5. Is your organization able to service all areas within four-state area?

 X Yes * No

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

* Sister organization utilized for work in Twin Cities metro and SE Minnesota (also PCC franchisee)

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

KPN, TIPS

7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the four-state area.

KPN, TIPS, PCA

8. Describe any "added value" attributes being offered when purchasing through your company.

Our services include a free Needs Assessment Survey. The resulting report provides a list of all repairable trip hazards that fail to meet ADA standards and present a significant liability risk. Details include the exact size and location of all repairable hazards, as well as those that are not repairable (replacement recommendations), making the project fully auditable both before and after the project. Our dust abatement system assures that the process is clean and environmentally friendly.

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).

Our assumption is we would continue to work with most customers as we always have, however no entity (previous or future customer) will be expressly excluded from using an approved cooperative purchasing agency if that is their desire.

Marketing & Partnership (25 points)

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

We have Area Managers that call on potential customers in Minnesota, N. Dakota, S. Dakota, Iowa and Nebraska. Typically we offer to do a free repair on site to show them our process and result.

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.

95% of our marketing efforts are walking and talking in person. We would take advantage of membership lists, however, to maximize the potential of this arrangement.

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

We attend between 15 and 20 trade shows each year. LNC, ASHE, NSHE, NAHRO, LMC, SAI, ISBGA, MHCEA, ISHE, GIAA, MSSA MASMS and APWA are some we attend annually.

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

We definitely intend to market to members.

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

We have monthly Sales Meetings. If approved, it will be a topic in the next meeting. Any materials you can provide to make that effort more effective will be appreciated.

Financials & Level of Support *(30 points)*

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

Our standard terms are "Do Upon Receipt." If customer terms don't allow that and if we have not had payment problems in the past, we accept their terms of payment.

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

No, we are not set up to accept credit cards. Almost never comes up with our customers.

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

With apologies, I don't understand what this is asking that hasn't be covered above. If needed, please call with clarification.

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

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

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

Our commitment will be to offer our best price to all customers, regardless of the purchasing process.

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

☐ Yes ☒ No

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

Click or tap here to enter text.

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

☐ Yes ☒ No

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

Click or tap here to enter text.

Equipment/Products/Services, Pricing & Delivery *(50 points)*

1. Provide a general narrative description of the services you are offering in your proposal.

Trip Hazard Management services, including Free Needs Assessment, Detailed Reporting and Trip Hazard Repairs

2. Provide a general narrative describing the ordering and service process.

Together with the client, we decide on an area to survey and provide a quote for. The survey is typically completed and a proposal in their hands within ten days. Once approved, fulfillment is scheduled with the clients needs in mind. Projects are most often completed within 60 days.

3. Provide a general narrative description of your pricing model and identify how the model works.

Since each repair is unique and requires different amount of time to repair, we measure each hazard in "Inch Feet." It is generally a reflection of how much concrete we need to remove. It is arrived at by taking the average height of the hazard in inches (high measurement plus low measurement divided by two) and multiplying that by the width of the hazard in feet. Quotes are based on a price per inch foot but may vary some based on how dense or spread out the hazards are (ie how efficient the work will be). For purposes of this contract, we will commit to a price not to exceed \$45.00 per inch foot.

4. Describe if your organization offers any quantity or volume discounts.

Not by formula, however, larger project efficiencies often allow us to grant reduced pricing.

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

We GUARANTEE all repairs will meet ADA requirements for slope, OSHA requirements for slip resistance and PCC standards for appearance. Area Managers review all projects, report to the client upon completion of the work and follow up again within ten days.

Exceptions & Deviations *(5 points)*

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

none

2. List any exceptions your company is requesting to the terms set forth 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
- Proposed alternative to meet the needs of participating agencies and the cooperative

none

References

Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.

City of Valley City, ND
Trip Hazard Management
Annual projects, 2015-present
David Andersen
701-845-1700
dandersen@valleycity.us

City of Hutchinson
Trip Hazard Management

Annual projects, 2015-present
John Olson
320-234-4219
Jolson@ci.hutchinson.mn.us

City of Moorhead
Trip Hazard Management
Annual projects, 2015-present
Mark Osten
218-979-9517
Mark.osten@ci.moorhead.mn.us

Vendor Forms & Signatures

RFP 20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Instructions

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

To submit the required forms, follow these steps:

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

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

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

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgement 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.

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

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

☐

Addendum No. 1

☐

Addendum No. 5

☐

Addendum No. 2

☐

Addendum No. 6

☐

Addendum No. 3

☐

Addendum No. 7

☐

Addendum No. 4

☐

Addendum No. 8

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

Authorized Signature

Date

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



Authorized Signature



Date

Contract Offer & Award

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

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of 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 PRECISION CONCRETE CUTTING Date 6/11/2019
 Address 16512 10TH STREET NE
NEW LONDON, MN 56273 City, State, Zip _____
 Contact Person MARK QUALE Title PRESIDENT + CEO
 Authorized Signature Mark Quale Title Pres/CEO
 Email NorthlandOffice@SafeSidewalks.com Phone 320-354-2100

Part II: CPC

Your response for 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 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 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 acknowledgement 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, 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 effected 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, 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, 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 titled 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 work week of 40 hours. Work in excess of the standard work week 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 work week. 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 sub grants 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, 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 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, 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	M. J.
2. Termination for Cause of Convenience	yes	M. J.
3. Equal Employment Opportunity	yes	M. J.
4. Davis-Bacon Act	yes	M. J.
5. Contract Work Hours and Safety Standards Act	yes	M. J.
6. Right to Inventions Made Under a Contract or Agreement	yes	M. J.
7. Clean Air Act and Federal Water Pollution Control Act	yes	M. J.
8. Debarment and Suspension	yes	M. J.
9. Byrd Anti-Lobbying Amendment	yes	M. J.
10. Procurement of Recovered Materials	yes	M. J.
11. Profit as a Separate Element of Price	yes	M. J.
12. General Compliance with Participating Agencies	yes	M. J.

PRECISION CONCRETE CUTTING
16512 10TH STREET NE
NEW LONDON, MN 56273

Name of Business



Signature of Authorized Representative

MARK QUALE, Pres/CEO

Printed Name/Title

6/11/2019

Date

Subcontractor Utilization Form

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

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

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

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

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

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

Solicitation Checklist

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

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

X	Document Title	How to be Submitted
✓	Performance Bond of \$2,500 (Copy)	Submit as PDF
✓	Pricing Schedule – Name of Company	<u>Vendor Created:</u> Submit as PDF
✓	Vendor Questionnaire – Name of Company	Submit as a <u>Word</u> document
✓	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
✓	Certificate of Insurance – Name of Company	Submit as PDF
✓	State Contractors License (Copy) – Name of Company	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 prior to submission.



Authorized Signature

MARK QUALE, Pres/CEO

Printed Name/Title

6/11/2019

Date

From: [John Olson](#)
To: [Lisa Truax](#)
Subject: RE: Reference for Northland Precision Concrete Cutting
Date: Thursday, July 11, 2019 10:22:16 AM
Attachments: [image001.png](#)
[image002.png](#)

All 5's, see below

From: Lisa Truax <ltruax@lcsc.org>
Sent: Thursday, July 11, 2019 10:21 AM
Cc: Lisa Truax <ltruax@lcsc.org>
Subject: Reference for Northland Precision Concrete Cutting

EXTERNAL EMAIL ALERT: This message originated from outside the City of Hutchinson email system. Unless you recognize the sender and know the content, **DO NOT** click links or open attachments.

Re: Northland Precision Concrete Cutting
16512 10th Street NE
New London, MN 56273

Good Morning,
The Cooperative Purchasing Connection (CPC) serves educational, city, county and nonprofit agencies across Iowa, Minnesota, North Dakota and South Dakota. We are currently considering Northland PCC for an award to our Sidewalk Mitigation & Trip Hazard solicitation.

You have been listed as a reference for this company. We would deeply appreciate any information that you couple provide in regards to this company and their facilities solutions within your organization.

Please reply to this email, regarding the following areas by end of the day on **Tuesday, July 16, 2019**.

Using a 5-to-1 rating scale (with 5 being the very best and 1 being very poor), please rate each of the following areas:

Quality of the Products provided by this Company: 5

Over-All Performance of this Company: 5

Responsiveness to your Needs: 5

Dependability of this Company:

5

Any **Comments** on these areas would be appreciated:



Lisa M. Truax | Bid & Contract Facilitator
Cooperative Purchasing Connection
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org



From: [Mark Osten](#)
To: [Lisa Truax](#)
Subject: RE: Reference for Northland Precision Concrete Cutting
Date: Thursday, July 11, 2019 2:23:12 PM
Attachments: [image001.png](#)
[image002.png](#)

Mark Osten
Construction Manager
City of Moorhead Engineering Dept.
500 Center Avenue
Box 779
Desk - 218-299-5394
Cell - 218-979-9517
mark.osten@ci.moorhead.mn.us

From: Lisa Truax <ltruax@lcsc.org>
Sent: Thursday, July 11, 2019 10:21 AM
Cc: Lisa Truax <ltruax@lcsc.org>
Subject: Reference for Northland Precision Concrete Cutting

Re: Northland Precision Concrete Cutting
16512 10th Street NE
New London, MN 56273

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The Cooperative Purchasing Connection (CPC) serves educational, city, county and nonprofit agencies across Iowa, Minnesota, North Dakota and South Dakota. We are currently considering Northland PCC for an award to our Sidewalk Mitigation & Trip Hazard solicitation.

You have been listed as a reference for this company. We would deeply appreciate any information that you couple provide in regards to this company and their facilities solutions within your organization.

Please reply to this email, regarding the following areas by end of the day on **Tuesday, July 16, 2019.**

Using a 5-to-1 rating scale (with 5 being the very best and 1 being very poor), please rate each of the following areas:

Quality of the Products provided by this Company: [N/A](#)

Over-All Performance of this Company: [5](#)

Responsiveness to your Needs: [5](#)

Dependability of this Company: 5

Any **Comments** on these areas would be appreciated:



Lisa M. Truax | Bid & Contract Facilitator
Cooperative Purchasing Connection
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org





Evaluation Committee Report

RFP #20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Summary of Evaluation Committee Activity

The members of the Evaluation Committee were Ken Ashfeld, Director of Public Works – City of Maple Grove; Julia Dangerfield, Program Representative – Cooperative Purchasing Connection; Melissa Mattson, Manager of Administrative Services – Lakes Country Service Cooperative, and Joni Puffett, Coordinator – AEA Purchasing.

Two (2) Vendors' proposals were received by the submission deadline. They include Northland Precision Concrete Cutting, LLC, and Universal Concrete Grinding. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Northland Precision Concrete Cutting, LLC, was the only proposal that was found to be compliant and deemed responsive; the Evaluation Committee was able to conduct their technical evaluation the week of July 8, 2019, and the pricing evaluation during the week of July 15, 2019.

Evaluation Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

Qualifications & Experience

Precision Concrete Cutting (herein PCC) was established a trip hazard removal company in 1992 in Provo, Utah. Frustrated with the poor results achieved with grinders, over time its founder designed new, innovative equipment and techniques that utilized saw cutting rather than grinding. The process provided for a far superior result with little or no increase in costs. Patents were awarded and the company expanded nationally through a franchise system. Today PCC services all of the U.S. and Canada and has recently opened offices in Australia.

PCC claims to be the national leader in Trip Hazard Management. Specializing in just this field alone, PCC utilizes the latest technologies (including GIS mapping) and thorough training of franchisees to guarantee ADA compliant results everytime. Free detailed Sidewalk Safety Assessment Surveys are valued as much as the repairs themselves. On a more local level, PCC has serviced the campuses of numerous state colleges and universities in Minnesota, Iowa, Nebraska and both Dakotas. Hundreds of cities, large and small are on our repeat client list, including St. Cloud, MN, Moorhead, MN, Lincoln, NE, Omaha, NE, Sioux Falls, SD and Fargo, ND. PCC's client list is rounded out with k-12 schools, medical facilities, property managers and housing authorities. Working with multiple small-crew units, PCC is able to handle projects ranging from \$1,500 to \$500,000.

In the four state area, PCC had completed 196 customer projects in 2018.

Though Northland PCC does not hold any current contracts, PCC does hold contracts with KPN, TIPS and PCA.

PCC "value adds" include a free Needs Assessment Survey. The resulting report provides a list of all repairable trip hazards that fail to meet ADA standards and present a significant liability risk. Details include the exact size and location of all repairable hazards, as well as those that are not repairable (replacement recommendations), making the project fully auditable both before and after the project. PCC's dust abatement system assures that the process is clean and environmentally friendly.

While PCC has serviced customers/clients in the four-state area previously, it is their assumption to continue to work with most customers as they always have, however no entity (previous or future customer) will be expressly excluded from using an approved cooperative purchasing agency if that is their desire.

Marketing & Partnership

Northland PCC has are managers that will call on potential customers in Minnesota, North Dakota, South Dakota, Iowa and Nebraska. Typically, Northland PCC offers to do a free repair on site to show customers their process and result.

95% of Northland PPC's marketing efforts are walking and talking in person. However, they also attend between 15 and 20 trade shows each year.

Northland PCC hosts monthly sales meeting. If approved, a CPC contract will be a topic in the next meeting.

Financials & Level of Support

Northland PCC's standard payment terms are "Do Upon Receipt", however, they are flexible to meet the agencies terms of payment.

Pricing submitted by Northland PCC is the same as offered to individual education, government and nonprofit agencies.

Equipment/Product/Services, Pricing & Delivery

If awarded, Northland PCC will provide Trip Hazard management services, including a Free Needs Assessment, Detailed Reporting and Trip Hazard Repairs. Northland PCC will meet with the client, then decide on an area to survey and provide a quote for. The survey is typically completed and the client has a proposal to review within ten days. Once approved, fulfillment is scheduled with the clients' needs in mind. Projects are most often completed within 60 days.

Since each repair is unique and requires different amount of time to repair, Northland PCC measures each hazard in "Inch Feet." It is generally a reflection of how much concrete Northland PCC needs to remove. Inch feet is arrived at by taking the average height of the hazard in inches (high measurement plus low measurement divided by two) and multiplying that by the width of the hazard in feet. Quotes are based on a price per inch foot but may vary some based on how dense or spread out the hazards are (i.e. how efficient the work will be). For purposes of this contract, Northland PCC will commit to a price not to exceed \$45.00 per inch foot.

Northland PCC will not provide specific volume discounts, however, large project efficiencies will allow them to grant reduced pricing.

Northland PCC will guarantee that all repairs will meet ADA requirements for slope, OSHA requirements for slip resistance and PCC standards for appearance. Area Managers will review all projects, report to the client upon completion of the work and follow up again within ten days.

Recommendation

After a thorough analysis of the Vendor proposal, the Evaluation Committee recommends that the contract be awarded to Northland Precision Concrete Cutting, LLC.



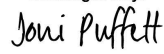
Ken Ashfeld, Director of Public Works
City of Maple Grove

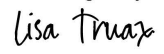
DocuSigned by:

86FEF9942B2A4B5...
Julia Dangerfield, Program Representative
Cooperative Purchasing Connection

DocuSigned by:

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Melissa Mattson, Manager of Administrative Services
Lakes Country Service Cooperative

DocuSigned by:

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Joni Puffett, Coordinator
AEA Purchasing

DocuSigned by:

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Lisa Truax, Procurement Solutions Coordinator
Cooperative Purchasing Connection

1 Attachment/Exhibit
Scoring Spreadsheet

cc: Procurement File

Exhibit A**RFP 20.2 - Sidewalk Repair & Trip Hazard Mitigation Services****RFP Evaluation; Master Score Sheet**

Criteria	Points
Qualifications & Experience	45
Marketing & Partnership	25
Financials & Level of Support	30
Equipment/Product/Services, Pricing & Delivery	50
Exceptions & Deviations	5
Total Technical Points	155
Pricing	95
Total Score	250

		Northland PCC
Criteria	Possible Points	Average Points Awarded
Qualifications & Experience	45	40
Marketing & Partnership	25	21
Financials & Level of Support	30	21
Equipment/Product/Services, Pricing & Delivery	50	45
Exceptions & Deviations	5	4
Total Technical Points	155	130
Meets Cut Score of 130 Points?	Yes/No	Yes
Proceed to Pricing Evaluation?	Yes/No	Yes
Pricing	95	94
Total Score	250	224

July 26, 2019

Precision Concrete Cutting
Attn: Mark Quale
16512 10th Street NE
New London, MN 56273

Award Decision, RFP #20.2 – Sidewalk Mitigation & Trip Hazard Mitigation Services

Dear Mark Quale:

The Cooperative Purchasing Connection (CPC), using the weighted criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to approval of the Cooperative Purchasing Connection, North Dakota Educators Service Cooperative and the AEA Purchasing Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you in the near future to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with Northland Precision Concrete Cutting.

Regards,

A handwritten signature in black ink, appearing to read "Lisa M. Truax", is positioned below the "Regards," text.

Lisa M. Truax | Bid & Contract Facilitator
Cooperative Purchasing Connection

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 of 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 PRECISION CONCRETE CUTTING Date 6/11/2019
 Address 16512 10TH STREET NE
NEW LONDON, MN 56273 City, State, Zip _____
 Contact Person MARK QUALE Title PRESIDENT + CEO
 Authorized Signature Mark Quale Title Pres/CEO
 Email NorthlandOffice@SafeSidewalks.com Phone 320-354-2100

Part II: CPC

Your response for 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 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 one (1) additional 24-month period.

Awarding Agency Cooperative Purchasing Connection
 Authorized Representative Jane Eastes
DocuSigned by:
6D9BB132BB3040A...
 Name Printed or Typed Jane Eastes, Deputy Director
 Awarded this 26th day of July, 2019 Contract Number 20.2 - PCC
 Contract to Commence August 1, 2019

July 23, 2019

Universal Concrete Grinding
Attn: Joe Spain
PO Box 241
Girard, OH 44420

Request for Proposal #20.2 – Sidewalk Repair & Trip Hazard Mitigation Services

Dear Andy Cooper:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for RFP #20.2 – Sidewalk Repair & Trip Hazard Mitigation Services.

However, in accordance with the RFP guidelines and the statutes pertaining to competitive bidding requirements, the proposal submitted has been rejected because of the following reason(s):

1. Failure to submit a copy of a bid bond.

We want to thank you for your proposal and your interest in this RFP, and look forward to your participation in future RFPs for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa M. Truax", is positioned above the printed name.

Lisa M. Truax | Procurement Solutions Coordinator
Cooperative Purchasing Connection

CC: Kelsi Owen, Account Manager