

Solicitation Audit Checklist

Proposal: RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation Services

Awarded Vendor(s): Safe Step LLC

Award Date: July 5, 2023 Contract Number: 24.4 - SST

- 1 Legal Affidavit(s)
- 2 Release of Solicitation
- 3 Copy of Solicitation Documents
- ~~4 Copy of Questions & Answers~~
- ~~5 Copy of Addenda~~
- 6 Closed Notification
- 7 Notification Report
- 8 Access Report
- 9 Opening Record
- 10 Copy of Qualified Vendor Responses
- 11 Evaluation Summary & Recommendation
- ~~12 Copy of Rejection Letter~~
- 13 Copy of Award Letter(s)
- 14 Copy of Signed Contract(s)

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 05/22/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	458316
StarTribune 05/29/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	458316

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$212.80**

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: 05/29/2023

Diane E. Rak Kleszyk



Notary Public

Cooperative Purchasing Network

Advertiser:

Ad Number: 0000458316-01

StarTribune Business

Agency: N/A

Insertion Number: N/A

Section-Page-Zone(s): D-3-A11

Size: 1 Col x 1.61 in

Sealed proposals will be received...

Description: 0



YUI MOX - PA/Wire

Feds have ideas for social media

Surgeon general offers advice for online behavior, and where to seek help if you are bullied.

By BARBARA OKUTANY
Associated Press

The U.S. surgeon general is calling for tech companies and lawmakers to take "immediate action" to protect kids' and adolescents' mental health on social media.

But after years of insufficient action by both social media platforms and policymakers, parents and young people still bear most of the burden in navigating the fast-changing, often harmful world of secretive algorithms, addictive apps and extreme and inappropriate content found on platforms such as Instagram, TikTok and Snapchat.

So what can parents and young people do now? Surgeon General Vivek Murthy has some tips.

"Our children and adolescents don't have the luxury of waiting years until we know the full extent of social media's impact," Murthy said in an advisory released Tuesday. "Their childhoods and development are happening now."

For young people
Reach out for help. If you or someone you know is being negatively affected by social media, reach out to a trusted friend or adult for help. Check the American Academy of Pediatrics' guidance on social media.

Create boundaries. Limit the use of phones, tablets and computers for at least one hour before bedtime and through the night to make sure you get enough sleep. Keep mealtimes and in-person gatherings device-free to help build social bonds and engage in two-way conversations with others. Connect with people in person and make unplugged interactions a daily priority.

Be cautious about what you share. Personal information about you has value. Be selective with what you post and share online and with whom, as it is often public and can be stored permanently. If you aren't sure if you should post something, it's usually best if you don't.

Don't keep harassment or abuse a secret. Reach out to at least one person you trust, such as a close friend, family member, counselor or teacher, who can give you the help and support you deserve. Visit stopbullying.gov for tips on how to report cyberbullying.

If you have experienced online harassment and abuse by a dating partner, contact an expert at Love is Respect for support. If your private images have been taken and shared online without your permission, visit Take It Down to help get them removed.

For parents and caregivers
Create a family media plan. Agreed-upon expectations can help establish healthy technology bound-

aries at home — including social media use. A family media plan can promote open family discussion and rules about media use and include topics such as balancing screen/online time, content boundaries and not disclosing personal information.

Create tech-free zones. Restrict the use of electronics at least one hour before bedtime and through the night. Keep meal times and other in-person gatherings tech-free. Help children develop social skills and nurture their in-person relationships by encouraging unstructured and offline connections with others.

Model responsible behavior. Parents can set a good example of what responsible and healthy social media use looks like by limiting their own usage (including when and how parents share information or content about their child), and modeling positive behavior on their social media accounts.

Empower children. Teach kids about technology and empower them to be responsible online participants at the appropriate age. Discuss with children the benefits and risks of social media as well as the importance of respecting privacy and protecting personal information in age-appropriate ways.

Have conversations with children about who they are connecting with, their privacy settings, their online experiences, and how they are spending their time online.

Dozens of firms specialize in used products

• Used from DI and artificial intelligence, is redirecting billions of dollars worth of used goods back into the marketplace. In the process, "used" has shed much of its stigma.

Craigslist and eBay were once the biggest games in town. Today, dozens of companies are competing to resell goods online targeting products including clothing, furniture and electronics.

"This is the natural reaction to the crazy growth of e-commerce," said Zac Rogers, a supply-chain researcher at Colorado State University, noting that living an "all-recommerce life" has gotten easier.

A complex supply chain called reverse logistics powered by computer vision and AI has emerged to handle the tsunami of used goods.

Take Goodwill. Before now, it sorted through billions of pounds of used goods by hand, deciding what to sell, toss or ship overseas. Only about half of the load deemed "suitable for retail" made it onto shelves, according to the company. Less than 1% of Goodwill's donations were listed online via eBay or its own sites.

Machines are now doing more of the work. Several Goodwill sites use technology from the startup Hammoq to deploy cameras and AI that automate the sorting and listing of secondhand goods. In places such as West Palm Beach, Fla., and Miami, workers feed clothing into machines that photograph it, set the price and post it online. Hammoq said it can process a piece of clothing every seven seconds.

inventories of even the most obscure items.

Some sites vet items more

Big centralized marketplaces such as Goodwill, Amazon Warehouse and Amazon Renewed are clearinghouses for used, returned and refurbished items. Amazon, in particular, has set up branded "pre-owned" stores. The selection is not as vast, but the consistency and quality is often higher since items are vetted and managed by retailers.

Search in your category

New companies are specializing in furniture, electronics, baby gear and, above all, clothing. If you are looking for something cut above the rest, these might be your best bet. Resellers such as Poshmark, Depop (now owned by Etsy) and ThredUp curate vast virtual inventories at very price points, including storefronts by the brands themselves.

Platforms like ThredUp host more than 100 resale shops managed by brands from mall favorite Hot Topic to H&M, while other retailers are opening their own resale outlets including REI and Patagonia Worn Wear.

Many used items

Alongside thousands of individuals hawking used items, brands from Adidas to Nike are using sites as storefronts to resell returned items. These may only have been tried on, and still have their tags. That's especially true on massive sites like eBay, Mercari and Etsy. These primarily peer-to-peer marketplaces offer the widest selection. eBay alone has more than 1 billion listings — with deep



Manish Chandra, the chief executive of Poshmark in Redwood Shores, Calif. Poshmark specializes in reselling furniture, electronics, baby gear and, above all, clothing.

Here's how to navigate the new ecosystem.

est way to start.

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM CLASSIFIEDS-612.673.7000-800.927.9233

Storage Facilities
NOTICE OF LIEN SALE/PUBLIC AUCTION
In accordance with the provisions of Minnesota law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods hereinafter described and stored at the Life Storage location, I will sell the following:
#1177, 12001 HIGHWAY 35W S BURNING WOODS MN 55337 PH 852-393-2451; Bill Dayboch, household goods; Ricardo Rivera, household goods; Chandra Huffman, household goods.
#1458, 14578 JOHNNY CAKE RIDGE RD APPLE VALLEY, MN 55124 PH 852-393-2451; Shawn Michael Jones, household goods; furniture; Matt Hill, household goods; furniture; Jarvis T. Haylor, household goods; furniture.
#1764, 2830 56TH ST E INNER GROVE HEIGHTS, MN 55078 PH 852-393-2451; Lindsay at Stewart, household goods; furniture; Ms. Julie Oberst, household goods; furniture; Mr. Ryan Lierski, household goods; furniture; Christian Schrandt, household goods; furniture; Ms. Arlene Sargent, household goods; furniture.
#1785, 4100 7TH ST NW ROCHESTER MN 55901 PH 507-576-1192; Sarah Wolias, Household Goods Furniture.
And due notice having been given to the owner of said property and all persons known to claim an interest therein, and the time specified in such notice for payment of such debts having expired, the goods will be sold to the highest bidder or otherwise disposed of at a public auction to be held online at www.StorageTreasures.com which will begin on Thursday, June 22nd, 2023 at 10:00 AM.

NOTICE OF PUBLIC SALE
I will sell the owner's storage bin, PS Retail Sales, LLC will sell at public sale on June 15, 2023, the personal property in the below-listed units, which may include but are not limited to household and other equipment. The public sale of these items will begin at 09:00 AM and continue until all units are sold. The lien sale is to be held at the online auction www.StorageTreasures.com, where indicated. For online bids, bids will be accepted until 2 hours after the time of the sale specified.
PUBLIC STORAGE # 25560, 5710 MEMORIAL AVE N STILLWATER, MN 55127, (651) 439-8858
TIME: 03:00 PM
SALE TO BE HELD AT WWW.STORAGETREASURES.COM
11305 - McCure, Molly, 12302 - Wenzel, Anthony, 15271 - Lucas, Nathaniel.
PUBLIC STORAGE # 25561, 1090 S BIRCH LAKE BLVD, VADONIA HEIGHTS, MN 55127, (651) 237-4576
TIME: 09:00 AM
SALE TO BE HELD AT WWW.STORAGETREASURES.COM
010 - Burke, Charles, 131 - Wernberg, Erik.
Public sale terms, rules, and regulations will be made available prior to cancellation. We reserve the right to refuse any bid. Payment must be in cash or credit card-no checks. Buyers must secure the units with their own personal locks. To claim tax-exempt status, original RESALE certificates for each space purchased is required. By PS Retail Sales, LLC, 701 Western Avenue, Glendale, CA 91201 (818) 244-0080.

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PUBLIC STORAGE # 25569, 5710 MEMORIAL AVE N STILLWATER, MN 55127, (651) 439-8858
TIME: 03:00 PM
SALE TO BE HELD AT WWW.STORAGETREASURES.COM
11305 - McCure, Molly, 12302 - Wenzel, Anthony, 15271 - Lucas, Nathaniel.
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Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0005705517

PO #:

Lines : 26

Ad Total: \$22.06

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0005705517

Argus Leader AFFIDAVIT OF PUBLICATION

State of Wisconsin County of Brown

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper issue(s) :

Monday, May 22, 2023

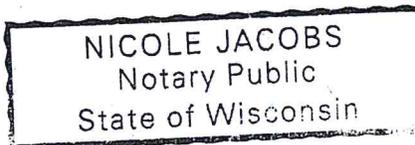
Tuesday, May 30, 2023

Sworn to and subscribed before me this 30 day of May, 2023.

K Felty
Legal Clerk

Nicole Jacobs
Notary Public, State of Wisconsin, County of Brown

8-21-26
My Commission expires



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP 24.4 – Sidewalk Repair & Trip Hazard Mitigation Services. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, June 13, 2023, and late proposals will not be considered. Published May 22, 30, 2023, at the total approximate cost of \$22.06 and may be viewed free of charge at www.sdpublicnotices.com

*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota until for RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation Services. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, June 13, 2023, and late proposals will not be considered. 5/42 & 30 - 58731

Before me, a Notary Public for the State of North Dakota personally appeared Paul Seibel 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:

5/22/23, 5/30/23
Signed [Signature]

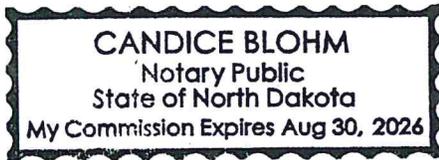
LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

ORDER NUMBER 58731

Sworn and subscribed to before me this 9 day of

June 2023

Candice Blohm
Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 05/22/2023, 05/30/2023

TOTAL AD COST: 56.00

FILED ON: 6/2/2023

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: [External]Release Successful on Bid RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services
Date: Monday, May 22, 2023 1:32:44 PM

Lisa M Truax:

Bid "RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services"
Status: Release Successful on May 22, 2023 1:32:38 PM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=173465>

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= X/MVxikgL5s8Iygyvcteww==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Proposals Requested by the:
Cooperative Purchasing Connection

**RFP 24.4 – Sidewalk Repair & Trip
Hazard Mitigation Services**

Due: 10:00 a.m. CT on Tuesday, June 13, 2023

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

RFP Facilitator:
Lisa Truax
Procurement Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, as well as tribal nations, government agencies, both public and non-public educational agencies, colleges, universities, nonprofit organizations, and other entities contracted on behalf of an agency. Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States

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 a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

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

II. Solicitation Description

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 pricing. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. This solicitation is **NOT** for sidewalk replacement, new construction, slab jacking, or grinding.

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 acceptable service, project management, 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 if pricing is consistent in the tri-state area 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 quality products and supplies.
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.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from August 2019, through December 2022, CPC participating agencies have purchased just under \$1.33 million in sidewalk repair and trip hazard mitigation services. All quantities or dollar values listed within this solicitation are estimates.

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

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

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

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.

III. Responding Minimum Qualifications

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Vendors must demonstrate their ability, capacity, and available resources to provide sidewalk repair and trip hazard mitigation services to participating agencies. Vendors are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of experience with estimating, project management, and mitigation services.

The Vendor is to provide a minimum of three (3) complete and accurate account references for which the organization has provided precision sidewalk repair and trip hazard mitigation services (preferably local government, cities, and education accounts). All references must be for services provided within the past five (5) years. The person of contact must have direct knowledge of the firm's experience.

CPC reserves the right to accept or reject any Vendor's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

IV. Technical Specifications

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

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

A. General

1. All work conducted under this solicitation and resulting contract will comply with all applicable Occupational Safety and Health Administration (OSHA) and American Disabilities Act (ADA) standards.
2. A Vendor and all subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of all products and services in response to this solicitation.
 - i. **A Vendor must submit a copy of a valid contractor’s license with their submission for the states in which they conduct their work.**
 - ii. A Vendor must confirm all contractors and subcontractors performing under this contract hold and maintain appropriate licensure, insurance, and bonding as required by law.
3. **Prevailing Wage.** If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which:
 - i. Only one (1) trade or occupation is required to complete it and the project is greater than \$2,500; or
 - ii. The estimated total cost of completing the project is greater than \$25,000.For questions regarding prevailing wage laws, contact the Minnesota Department of Labor and Industry.
4. **Prevailing Wage/Davis Bacon [State & Federal Funds].** The Vendor’s hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
5. **Subcontractors.**
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. CPC reserves the right to require that a subcontractor be removed from the contract.
 - vi. Any damage done to the participating agencies’ property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.

B. Mitigation Services

1. A Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested by participating agencies.

2. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the services requested.
3. Mitigation services will be coordinated with the participating agency. A Vendor must be able to provide the participating agency with a list of responsibilities for said services, a minimum of five (5) business days prior to the start.
4. A Vendor must submit an itemized summary of all repaired hazards to the participating agency, to include:
 - i. The physical location (address) or GPS location of each repair.
 - ii. The specific hazard height; both high side and low side measurements.
 - iii. The total width of actual repair to the nearest ½ foot.
 - iv. Itemized cost for each repaired trip hazard.
5. A Vendor must repair all sidewalk trip hazards from +1/4" and up to 2" in designated work areas.
6. A Vendor must guarantee specified repair slope is achieved; 12:1 based on requirements outlined by ADA standards.
7. A Vendor must remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving absolutely zero point of differential between slabs.
 - i. A Vendor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
 - ii. Vendor may not use any type of "fill" material that deteriorates or breaks apart over time.
 - iii. Repairs may not leave ridges or grooves that could hold water and prevent drainage of rainwater or irrigation.
8. A Vendor must not cause any damage to landscaping, retaining walls, curbs, sprinkler systems, utility covers, or other objects adjacent to the sidewalk.
 - i. Should damage occur, a participating agency must be notified immediately, and damage must be repaired at the Vendor's expense within 24 to 48 hours of the time the damage occurred.
 - ii. The footprint of mitigation equipment must fit a 3- to 4-foot-wide sidewalk panel.
9. A 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 the unit costs and not pair for separately.
10. No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact.
11. A Vendor must use a dust abatement system, which limits the dust emitted from the equipment.
12. A Vendor must be able to perform trip hazard mitigation services in hard-to-reach areas, around obstacles, on narrow walkways, next to fences, retaining walls, and buildings.
13. A Vendor must be able to respond to emergency work within 48 hours of notification.
14. 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.
15. A Vendor will work with the participating agency to schedule the repairs to cause a minimum of interruption, interference, or disturbance to the operations of the agency.
16. 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 changes for the services are refunded to the participating agency.

C. Pricing

1. A Vendor must identify and develop a price sheet for services. A Vendor must include any applicable state multipliers (RS Means) to cover cost differentials in other states.
2. Price lists, contract discounts and percentages must be held firm for six (6) months. Pricing adjustments must follow the guidelines described below and will be held for an additional six (6) month period. Additional discounts may be made to accommodate one-time bulk

replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.

3. The Vendor must provide a discount price schedule for all categories of products available, and labor/services offered in this solicitation.
4. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
5. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
6. When a price list is revised (i.e., manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - a. Request will be typed on the Vendor's letterhead and emailed to CPC;
 - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
 - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
 - d. It is accompanied by documentation acceptable to the Procurement Coordinator to warrant the change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.); and
 - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected in 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.

D. Maintenance Plans

1. 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.
2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

E. Ordering Methods

1. All orders will be executed by participating agencies, directly, with the Vendor. 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.
2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
3. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.

4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

F. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Vendor.
2. Payment terms will be defined by the Vendor in their response.
 - a. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
 - b. 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 of taking such a discount.
 - c. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Vendor will 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.
4. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

G. Advertising and Marketing

1. 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.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

V. Timeline

Date/Time	Event
May 22, 2023	Publication of RFP 24.4
June 2, 2023 @ 10 a.m. CT	Deadline for Vendors to Submit Questions
June 13, 2023 @ 10 a.m. CT	Deadline for Submission
June 26, 2023	Contact Vendor/Award(s) Made
August 1, 2023	Initial Start of Contract Term

VI. Method of Award

This solicitation will be evaluated based on the following combined factors. No single factor will determine the final award decision.

	Points Available
Minimum Qualifications <ul style="list-style-type: none"> • Required documentation (submittal). • Extensive knowledge, background, and at least five (5) years of experience with estimating, project management, and mitigation services. • Debarment and suspension verification. 	Pass/Fail

Technical Proposal	49
Qualifications & Experience	10
Marketing & Partnership	10
Financials & Level of Support	6
Industry-Specific Information	9
Exceptions & Deviations	4
References	10
Pricing Proposal	51
Total Points	100

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

Best and Final Offer (BAFO): CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Vendors or, if the short-list process is not used, all qualified Vendors will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor's previous proposal is considered the Vendor's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

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.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

VII. Solicitation and Submittal Procedures

Public Purchase: All solicitations can be found on Public Purchase (www.publicpurchase.com). 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 must 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 cannot be password protected. Hardcopy proposals are invalid and will not receive consideration.

Document Title	How to Submit
1 RFP 24.4 – Sidewalk Repair & Trip Hazard Mitigation Services 2 General Terms and Conditions	<u>Do Not Submit with Response.</u> Retain for your records.
3 Questionnaire – Name of Company	Provided as a Word document. Submit as one (1) PDF. Include certifications, if applicable.
4 Forms & Signatures – Name of Company	Provided as PDF. Submit as one (1) PDF, <u>signatures required.</u>
5 Certificate of Insurance (COI) – Name of Company	Submit as PDF. Respondent to provide.
6 Contractor’s License – Name of Company	Submit as PDF. Respondent to provide.
7 Project Quote – Name of Company <ul style="list-style-type: none"> • Provide a narrative of a recent project that contained at least ten (10) sidewalk repairs. The narrative should describe the project scope, pricing cost and calculations, any mobilization fees, your company’s approach to the project, and the outcome. This is in the Questionnaire, Pricing - #5 • Provide supporting documentation for the project you describe. The supporting documentation must include: <ol style="list-style-type: none"> (1) Identification/verification of trip hazards and GPS locations. (2) Project timeline. (3) Removal. (4) Removal documentation and/or hazards remaining due to restrictions precluding removal. (5) Final project summary of hazards removed with locations. 	Submit as PDF. Respondent to provide.

Questions: Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

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.

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.

Late Submittals: Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

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

Rejection of Any or All Proposals: CPC and the participating SFAs reserve the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and the participating SFAs.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

VIII. Solicitation Terms and Conditions

Performance Bond (*for construction and/or installation related projects*): **Performance Bond (*for construction and/or installation related projects*):** As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars (\$175,000) or more in Minnesota;
2. Fifty thousand dollars (\$50,000) or more for educational agencies and two hundred thousand (\$200,000) or more for municipalities in North Dakota;
3. One hundred thousand dollars (\$100,000) or more for public improvement in South Dakota;
or
4. Otherwise requested by the participating agency.

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.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e., project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

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

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

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

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

Notification of Intent to Award: An award notification will be made as outlined in the Timeline. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from August 1, 2023, through July 31, 2025. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

2. Contract start-up and communication

3. Partnership responsiveness with CPC
4. Participating agencies evaluation(s)
5. Volume, sales, and competitiveness
6. 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 quarterly, within 20 business days after the end of each fiscal quarter.

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

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, 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 must 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 the sale
7. Savings generated by the sale

X. 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 regard to renewing a contract for an additional contract term.

Task Description	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with 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	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>	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>	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	CPC

General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Vendor certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

Alcoholic Beverages, Substance Use, and Weapons: A Vendor shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

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

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

Awarded Vendor: The Respondent(s) chosen by CPC to provide goods and/or services to participating.

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

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

for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

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

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

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

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

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

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.

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

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

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

Federal Uniform Guidance: By entering 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. (See Vendor Forms and Signatures).

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; pandemics; 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.

A Vendor requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

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

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

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

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

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

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

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients 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. Notices shall be sent to info@purchasingconnection.org.

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

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

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

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

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

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

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

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The

Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

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

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

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

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

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

Termination: CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Vendor will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Vendor will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Vendor:

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

Termination for Default: If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Vendor for any amount of supplies or services not accepted, and the Vendor shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Vendor for acting or failing to act in any of the following:

1. The Vendor provides material that does not meet the specifications of the contract;
2. The Vendor fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Vendor will not or cannot perform to the requirements of the contract;
5. The Vendor fails to observe any of the terms and conditions of the contract.

Termination for Non-Appropriation: Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor and shall be final.

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

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.

Vendor Questionnaire

RFP #24.4 – 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 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 "**3 Questionnaire – Name of Company**".
5. Submit the Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "3 Questionnaire – Name of Company":

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [Pricing](#)
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)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone

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

Name	Email	Phone

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

Name	Email	Phone

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

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

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

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (i.e., other consortiums) in the tri-state area?

Click or tap here to enter text.

Qualifications & Experience

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

Click or tap here to enter text.

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

Click or tap here to enter text.

- 3. Describe the number of agencies your organization, on average, provides sidewalk repair and trip hazard services to each year.**

Click or tap here to enter text.

- 4. Describe your customer retention as it pertains to sidewalk repair and trip hazard services (i.e., customers who are served that continue to be repeat customers).**

Click or tap here to enter text.

- 5. Describe your service area as it pertains to CPC tri-state area.**

Click or tap here to enter text.

- 6. 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

- 1. Describe how your company will position and propose to support CPC and its participating agencies regarding program growth.**

Click or tap here to enter text.

- 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past.**

Click or tap here to enter text.

- 3. Describe how your organization plans to utilize your marketing success with the anticipated contract.**

Click or tap here to enter text.

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

Click or tap here to enter text.

- 5. Describe how you plan to inform and train company personnel on the contract terms and conditions, details, and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

Financials & Level of Support

- 1. Describe your organization's payment terms.**

Click or tap here to enter text.

2. Describe the types/forms of payment your organization accepts and if there are any additional charges for certain types/forms of payment.

Click or tap here to enter text.

3. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) derived from sidewalk repair and trip hazard mitigation services on an annual basis.

Click or tap here to enter text.

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

- Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe

Describe how the pricing submitted differs from individual entities or other purchasing consortiums:

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 with CPC.

Click or tap here to enter text.

6. 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.

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

Yes *No*

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

Click or tap here to enter text.

Industry-Specific Information

1. Provide a narrative description of the services your organization is offering in your proposal.

Click or tap here to enter text.

2. Describe your company's sales process from providing a quote to sending an invoice. Include project management.

Click or tap here to enter text.

3. Describe what differentiates your company from your competitors' any 'added value' attributes being offered to CPC and its participating agencies when purchasing services through your organization. Describe any 'value-adds' that are exclusive to CPC and the resulting contract.

Click or tap here to enter text.

Pricing

1. Describe any minimum job requirements (i.e., size, dollar value, service territory).

Click or tap here to enter text.

2. Provide a narrative of your pricing model and identify how the model works.

Click or tap here to enter text.

3. Provide your proposed price list of services, including labor and any mobilization fees that may be applicable to projects in the tri-state area.

Click or tap here to enter text.

4. Describe any quantity or volume of discounts offered to participating agencies from your organization.

Click or tap here to enter text.

5. Provide a narrative of a recent project that contained at least ten (10) sidewalk repairs. The narrative should describe the project scope, pricing cost and calculation, any mobilization fees, your company's approach to the project, and the outcome.

Click or tap here to enter text.

5a. Uploaded as a separate PDF document titled "7 Project Quote", provide the supporting documentation for the project described above. Supporting documentation must include the following:

- (1) Identification/verification of trip hazards and GPS locations
- (2) Project timeline
- (3) Removal
- (4) Removal documentation and/or hazards remaining due to restrictions precluding removal
- (5) Final project summary of hazards removed with locations.

Exceptions & Deviations

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

References

The Vendor is to provide a minimum of three (3) complete and accurate account references for which the organization has provided precision sidewalk repair and trip hazard mitigation services (preferably local government, cities, and education accounts). All references must be for services provided within the past five (5) years. The person of contact must have direct knowledge of the firm's experience. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name
Service/Product Purchased

Click or tap here to enter text.

Click or tap here to enter text.

Year of Purchase
Reference Contact
Phone
Email

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

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

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

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

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

Vendor Forms & Signatures

RFP #24.4 – 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. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

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 Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

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

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency _____	Authorized Signature _____
Name _____	Title _____
Awarded this _____ day of _____	Contract # _____
Contract/Agreement to Commence _____	

EDGAR Certification Form

2 CRF Part 200

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding vendor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

(B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event the vendor fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The vendor will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other vendors when it is in the best interest of the participating agency.

(C) 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.”

(D) Davis Bacon Act

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

wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor must also include a provision for compliance 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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.

(G) Clean Air Act and Federal Water Pollution Control Act

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

(H) Debarment and Suspension (Executive Order 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.

(I) 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 takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the vendor certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the vendor certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials

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

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certified that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the vendor hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, vendor certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Business Name _____ **Authorized Signature** _____

Full Name _____ Title _____

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: _____

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services Closed Notification
Date: Tuesday, June 13, 2023 10:00:07 AM

Lisa M Truax:

The bid RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services has closed on Jun 13, 2023 10:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=173465>

Thank you for using Public Purchase.

MK= kE2h6KKK7OfptoVS2O3kaQ==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report**Agency****Cooperative Purchasing Connection****Bid Number****173465****Bid Title****Sidewalk Repair & Trip Hazard Mitigation Services**

Vendor Name	State	Invitation	Date	Email	Reason
A & K Construction	WI	Classification	2023-05-22 12:48:14	rsherley@aandkbuilding.com	Bid Notification
American Pavement Solutions	WI	Classification	2023-05-22 12:48:14	rburkel@ameripavement.com	Bid Notification
Benwa Construction	WY	Classification	2023-05-22 12:48:14	benwabb@hotmail.com	Bid Notification
Dans Masonry	MN	Classification	2023-05-22 12:48:14	grinny89@yahoo.com	Bid Notification
DeCook Excavating Inc	MN	Classification	2023-05-22 12:48:14	corey@decookexcavating.com	Bid Notification
J. Oliver Construction LLC	KS	Classification	2023-05-22 12:48:14	beth@joliverconstruction.com	Bid Notification
Loeffler Construction & Consulting	MN	Classification	2023-05-22 12:48:14	shudoba@loefflerconstruction.com	Bid Notification
Met-Con Construction, Inc.	MN	Classification	2023-05-22 12:48:14	stan.herauf@met-con.com	Bid Notification
Pember Companies Inc	WI	Classification	2023-05-22 12:48:14	estimating@pembercompanies.com	Bid Notification
Prairie Band Construction	KS	Classification	2023-05-22 12:48:14	josh.shinneman@pbconst.com	Bid Notification
Pullman Power LLC	MO	Classification	2023-05-22 12:48:14	mwieberg@pullman-services.com	Bid Notification
Rocking-O Buildings & Livestock Equipment	IA	Classification	2023-05-22 12:48:14	rocking-o@outlook.com	Bid Notification
Safe Step LLC	WI	Classification	2023-06-05 16:21:10	chris@notrippin.com	Bid Notification
Snow Contracting, LLC	MN	Classification	2023-05-22 12:48:14	dalton@snowcontractingllc.com	Bid Notification
Swenke Ims,Contracting LLC	MN	Classification	2023-05-22 12:48:14	dims@kmtel.com	Bid Notification
TI-ZACK CONCRETE, INC.	MN	Classification	2023-05-22 12:48:14	JGIBBS@TIZACK.COM	Bid Notification
Universal Concrete Grinding	OH	Classification	2023-05-22 12:48:14	k.owen@universalconcretegrinding.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2023-05-22 12:48:14	mike.sigman@westplainsengineering.com	Bid Notification

Access Report

Agency
Bid Number
Bid Title

Cooperative Purchasing Connection
24.4
Sidewalk Repair & Trip Hazard Mitigation Services

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response
School Wholesale Supplies LLC	2023-05-23 12:54 AM CDT	2023-05-24 02:27 AM CDT	1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
DeCook Excavating Inc	2023-05-22 02:55 PM CDT	2023-05-22 02:55 PM CDT		
Dodge Data & Analytics	2023-05-25 05:10 AM CDT	2023-05-26 11:21 AM CDT	1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
Swenke Ims,Contracting LLC	2023-05-22 01:56 PM CDT	2023-05-22 02:02 PM CDT	4 Vendor Forms & Signatures.pdf 3 Questionnaire.docx 2 General Terms and Conditions.pdf 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
IMS	2023-05-25 05:08 AM CDT	2023-05-25 05:08 AM CDT		
The Bid Lab	2023-05-23 01:01 AM CDT	2023-06-12 01:57 PM CDT		
BidClerk	2023-05-30 10:28 AM CDT	2023-05-31 06:44 AM CDT	4 Vendor Forms & Signatures.pdf 3 Questionnaire.pdf 2 General Terms and Conditions.pdf 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
Construction Industry Center	2023-05-26 12:50 PM CDT	2023-05-26 12:54 PM CDT	2 General Terms and Conditions.pdf 3 Questionnaire.docx 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
Construction Software Technologies	2023-06-12 12:03 PM CDT	2023-06-12 12:03 PM CDT		
Dodge Data & Analytics	2023-05-22 10:57 PM CDT	2023-06-12 10:46 PM CDT	4 Vendor Forms & Signatures.pdf 3 Questionnaire.pdf 2 General Terms and Conditions.pdf 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
Climate Survival Solutions	2023-05-25 05:24 AM CDT	2023-05-26 03:00 AM CDT		
Safe Step LLC	2023-05-30 04:35 PM CDT	2023-06-12 03:12 PM CDT	2 General Terms and Conditions.pdf 3 Questionnaire.docx 4 Vendor Forms & Signatures.pdf 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	2023-06-12 03:02 PM CDT
TI-ZACK CONCRETE, INC.	2023-05-23 12:37 PM CDT	2023-05-23 12:39 PM CDT	4 Vendor Forms & Signatures.pdf 3 Questionnaire.docx 2 General Terms and Conditions.pdf 1 RFP 24.4 - Sidewalk Repair & Trip Hazard Mitigation.pdf	
Pember Companies Inc	2023-05-23 08:07 AM CDT	2023-05-23 08:07 AM CDT		

Opening Record

#24.4 – Sidewalk Repair & Trip Hazard Mitigation Services

Request for Proposal

June 13, 2023 | 10:31 a.m. CT

Date / Time

DocuSigned by:

 9AB8C86EB0B9422...

Lisa Truax, Procurement Coordinator

DocuSigned by:

 48D2E03F59EF456...

Lori Mittelstadt, CPC Assistant

Company Responding	Safe Step LLC		
3 Questionnaire <i>Yes/No</i>	Yes		
4 Forms & Signatures <i>Yes/No</i>	Yes		
5 Certificate of Insurance (COI) <i>Yes/No</i>	Yes		
6 Contractor's License <i>Yes/No</i>	N/A		
7 Project Quote <i>Yes/No</i>	Yes		
Business Type Certificate <i>(if applicable)</i> <i>Yes/No</i>	N/A		
Other	N/A		
Qualified (Responsive) Respondent <i>Yes/No</i>	Yes		

Certificate Of Completion

Envelope Id: C976F3992AF847E5BC6A8E554875B014

Status: Completed

Subject: Complete with DocuSign: 9 24.4 - Opening Record.pdf

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Lisa Truax

AutoNav: Enabled

1001 E. Mount Faith Avenue

Envelope Stamping: Enabled

nil

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Fergus Falls, MN 56537

ltruax@lcsc.org

IP Address: 158.222.88.34

Record Tracking

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Holder: Lisa Truax

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ltruax@lcsc.org

Signer Events**Signature****Timestamp**

Lisa Truax

ltruax@lcsc.org

Cooperative Purchasing Connection

Security Level: Email, Account Authentication
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Signed: 6/13/2023 8:53:51 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Lori Mittelstadt

lmittelstadt@lcsc.org

Cooperative Purchasing Program Assistant

Lakes Country Service Cooperative

Security Level: Email, Account Authentication
(None)

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Using IP Address: 158.222.88.34

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

6/13/2023 8:55:19 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/13/2023 8:55:24 AM
Completed	Security Checked	6/13/2023 8:55:24 AM

Payment Events	Status	Timestamps
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Appendix B - Vendor Response

Cooperative Purchasing Connection
Tabulation Report RFP #24.4 - Sidewalk Repair & Trip
Hazard Mitigation Services
Vendor: Safe Step LLC

General Comments:

General Attachments: 3 Questionnaire.docx
4 Vendor Forms - Signatures - Signed.pdf
Certificate of General Liability Insurance 2023.pdf
[REDACTED] Sawcutting project.pdf
[REDACTED] 5-15-2023.pdf
[REDACTED] SC Report 5-15-23.xlsx
[REDACTED] SC Report 5-15-23.xlsx
[REDACTED] SC Report 5-15-23.xlsx
Replacements defects [REDACTED].xlsx
Survey Added area [REDACTED].pdf

****Confidential. Project sample used for solicitation and evaluation purposes; on file with CPC.**

Vendor Questionnaire

RFP #24.4 – 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 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 "**3 Questionnaire – Name of Company**".
5. Submit the Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "3 Questionnaire – Name of Company":

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

Company Information

Name of Company: Safe Step LLC

Company Address: 130 Industrial Park Ave

City, State, Zip code: Hortonville, WI 54944

Website: www.notrippin.com

Phone: 920.202.0954

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	Christopher Ott	chris@notrippin.com	920.202.0954
Contract Manager	Logan Ott	logan@notrippin.com	920.540.6887
Sales Manager	Logan Ott	Same	Same
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Logan Ott	Logan@notrippin.com	920.540.6887
Shannon Ayres	Shannon@notrippin.com	

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

Name	Email	Phone
Logan Ott	Logan@notrippin.com	920.540.6887

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

Name	Email	Phone
Christopher Ott	chris@notrippin.com	920.202.0954

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

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

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

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (i.e., other consortiums) in the tri-state area?

Click or tap here to enter text.

Qualifications & Experience

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

Safe Step LLC was founded in 2005, as a franchise affiliate of Precision Concrete Cutting of Utah. The Precision Concrete Cutting franchise services the entire United States of America, Canada, as well as Australia and New Zealand. Since our founding in Wisconsin, we quickly acquired the Northern Illinois territory, and in 2012 we formally acquired the SE MN territory. The remaining portion of MN, IA, ND, and SD are serviced by Northland Precision Concrete Cutting, our franchise affiliate founded in 2012.

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

Our company has experienced a steady growth trajectory since 2005. We are consistently working to refine our process, and enhance our operation in a way that brings value to our customers. We are continuously testing new vacuum technology, as well as upgrading our tools, equipment, vehicles, and technology so that we can remain on the cutting edge of our niche industry.

3. Describe the number of agencies your organization, on average, provides sidewalk repair and trip hazard services to each year.

Safe Step LLC performs between 120 and 190 projects each year, averaging around 170 projects per year. A few of these may be multiple projects with the same agency, but the vast majority of these are all unique agencies. Northland PCC is similar size performing around 140 projects in 2022.

4. Describe your customer retention as it pertains to sidewalk repair and trip hazard services (i.e., customers who are served that continue to be repeat customers).

Our customer retention is high but takes several different forms. The frequency of repeat engagements vary on the type of customer and the structure of the program. Programs that are fully comprehensive removing all tripping hazards at a given location will have no need to have us return to that location for several years. Those customers may have us do different facilities from year to year. Other customers are only servicing a portion of their sidewalk asset at a facility in a given year, and our engagement with those customers at those facilities normally continues for multiple years until all of their sidewalk asset has been addressed. At that point it could be several years until they will re-engage with us for another campus or facility review. For our municipal customers, they are normally on a maintenance life cycle which varies from 4-40 years. We are generally engaged long-term with these customers.

5. Describe your service area as it pertains to CPC tri-state area.

Safe Step LLC services the South East 22 counties of MN, from Anoka county south to Martin county. Northland Precision Concrete Cutting services the remainder of MN and North and South Dakota.

6. 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).

We have no current exemptions to this contract

Marketing & Partnership

1. Describe how your company will position and propose to support CPC and its participating agencies regarding program growth.

As a matter of course, a CPC relationship is part of our discussions with our customers. We actively work to establish a CPC relationship for agencies where one does not currently exist. Likewise, we have capacity to be able to service new CPC agencies as they join the CPC family of participating agencies. Our solution is easily scalable and we are also able to draw upon other franchise resources in the event we would have an abnormally sized spike in program participation. To this point in time, we have been easily able to service all CPC agency engagements.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past.

Because our service is a niche offering and requires tailoring to each individual customer, direct face-to-face engagement is the only practical path to increased sales and customer satisfaction. Any other marketing campaign would be simply to develop a small degree of name recognition.

3. Describe how your organization plans to utilize your marketing success with the anticipated contract.

Our sales team members that engage with potential customers in the CPC tri-state area are trained to work to leverage our current relationship with CPC. Going forward, if awarded this contract we look to leverage the power of our CPC relationship where-ever and when-ever possible.

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

In our current award period from 2019, we have worked to position CPC as the preferred method of engagement with eligible agencies, and to get them in contact with CPC staff if they are not currently a participating agency. In our first CPC contract award term, we were instrumental in the CPC enrollment of several large MN municipalities resulting in hundreds of thousands of dollars in sales through CPC.

5. Describe how you plan to inform and train company personnel on the contract terms and conditions, details, and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

The part of our sales team that works in the Tri-state area is very experienced and well versed in our current contract award. This award would be similar enough that the transition between the two different contracts should be very seamless. We would address any changes with an internal meeting with our team to review and understand any new contract provisions, as well as engage with the CPC team as questions arise. Likewise Safe Step LLC and the Northland PCC team (also a signatory to the current contract) who work in the tri-state area will conference to understand any contract differences and discuss the most effect ways to leverage the new contract award.

Financials & Level of Support

1. Describe your organization’s payment terms.

Our payment terms are Net 30. Billing increments of \$50,000 -\$100,000 are preferable for large scale engagements, but not required.

2. Describe the types/forms of payment your organization accepts and if there are any additional charges for certain types/forms or payment.

We accept checks and ACH deposits. We will accept purchasing cards but a 3% convenience fee will be charged for any credit or purchasing card transactions.

3. Describe the percentage of your company’s revenue, by category (city/county/government, K12 education, higher education) derived from sidewalk repair and trip hazard mitigation services on an annual basis.

This percentage is different each year, but ranges from 65% to 75% of our annual revenue is derived from municipal or governmental agencies.

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

- Pricing is better than what is offered to individual educational agencies.
- Pricing is better than what is offered to cooperative educational agencies.
- Other, please describe

Describe how the pricing submitted differs from individual entities or other purchasing consortiums:

The following pricing represents a 11%-24% discount over current private sector and national co-op pricing.

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

As part of a national Franchise, we must provide a monthly breakdown of our sales in various market segments as well as tracking any sales conducted under national purchasing co-operatives, which our franchisor audits. This mechanism is how we currently account for and validate our CPC related revenue. The tracking mechanism is already in place so this is a seamless activity for us.

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

_____ *Yes* X *No*

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

Click or tap here to enter text.

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

_____ *Yes* X *No*

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

Click or tap here to enter text.

Industry-Specific Information

1. Provide a narrative description of the services your organization is offering in your proposal.

We are offering the evaluation of participating agency sidewalks and elimination of tripping hazards through our patented horizontal saw-cutting method.

2. Describe your company's sales process from providing a quote to sending an invoice. Include project management.

Our company meets with potential agencies to discuss their current sidewalk maintenance plan, the repair/replace decision criteria, the budget constraints and any other factors. We then work with them to establish an ongoing sustainable maintenance program. Once the program framework is established, we will survey the facility according the program criteria and develop the list of repairs that will be made. When the list of repairs is approved by the agency, we will send in a production team to remove the approved trip hazards for that given program year. At the conclusion of the physical removal of the trip hazards, the agency will receive a detailed list of the work that was accomplished, as well as an invoice for that work according the CPC pricing schedule.

3. Describe what differentiates your company from your competitors' any 'added value' attributes being offered to CPC and its participating agencies when purchasing services through your organization. Describe any 'value-adds' that are exclusive to CPC and the resulting contract.

Our company is differentiated on several levels. Our consultative approach guides the agency through the process rather than leaving them fend for themselves and hoping the program provides the desired results. Additionally, we provide data and analytics that can be used as inputs to GIS or asset management software they may currently use. We capture GPS coordinates and dimensions of the repairs made and provide that information in a way that is easily accessible should that information become important in any future litigation. In the actual trip hazard removal, our patented method was designed specifically for foot traffic. Other concrete removal equipment was generally designed for road-way use, a standard that is unsuitable for use on sidewalks for foot-traffic.

Pricing

1. Describe any minimum job requirements (i.e., size, dollar value, service territory).

We have a project minimum of \$2500.

2. Provide a narrative of your pricing model and identify how the model works.

Our pricing model is very straight forward. We evaluate the sidewalks and measure each tripping hazard that falls within the agency's defined criteria. Those measurements provide us with an Inch/Foot number. Each project will have an Inch/Foot total and that is multiplied by the Inch/Foot unit rate. If the agency has a limiting budget constraint that is discussed in program set-up discovery, we will only identify trip hazards that can be repaired within that budget constraint.

3. Provide your proposed price list of services, including labor and any mobilization fees that may be applicable to projects in the tri-state area.

Our proposed price is \$48.60 per Inch/Foot. This price is all inclusive for all work, material, and mobilization required, from initial consultation to physical trip hazard removal. This unit price is subject to an annual increase based on the Consumer Price Index(CPI), or anytime the CPI increases by 5 or more percent. The amount of the increase will be tied to the CPI.

4. Describe any quantity or volume of discounts offered to participating agencies from your organization.

Our mobilization and execution is highly scalable and flexible so there is no particular advantage to larger projects over smaller projects.

5. Provide a narrative of a recent project that contained at least ten (10) sidewalk repairs. The narrative should describe the project scope, pricing cost and calculation, any mobilization fees, your company's approach to the project, and the outcome.

Our firm has been working with renown medical provider based in Mn since 2018. In our most recent meeting, we spent about an hour reviewing their current sidewalk maintenance. We covered all aspects of their sidewalk program from initiation to completion. This conversation started with what have they done in the past, what are they doing now, and what is their vision for their sidewalks in the future. The topics addressed included; acceptable repair methods, defect criteria, project funding, litigation and liability concerns, survey activities, timelines, priority locations, project stakeholders, technology employed, and project deliverables and documentation. We took a deeper dive into any of these topics as needed. By the end of that meeting, we were able to develop a proposal encompassing all of their requirements and constraints. The proposal would cover two of their downtown facilities, as well the walkways from and around several of their parking lots. The total project budget was just under \$40,000 and would remove 513 tripping hazards, as well providing all the locations and dimensions where removal and replacement work would need to be performed by their vendor of choice. Upon review of the data, the client approved us to move forward with the removal of all of the trip hazards located in the assessment. The work was completed by our crew in about a week, and post project documentation was delivered to the client shortly after the work was completed. **In compliance with item 5a, this project documentation will be provided, but this documentation shall to be handled and treated as CONFIDENTIAL, only to be viewed by those evaluating this RFP and shall not be redistributed in any way shape or form.**

5a. Uploaded as a separate PDF document titled "7 Project Quote", provide the supporting documentation for the project described above. Supporting documentation must include the following:

- (1) Identification/verification of trip hazards and GPS locations
- (2) Project timeline
- (3) Removal
- (4) Removal documentation and/or hazards remaining due to restrictions precluding removal
- (5) Final project summary of hazards removed with locations.

Exceptions & Deviations

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

Exception to the Profit as an individual element of price:

While we do not object as a matter of principle, it would be overwhelmingly difficult to comply with any degree of accuracy as we do not perform *any* job-costing as a matter of our normal and usual business practice. Given we use no raw-materials or other physical inputs as part of any completed project, just some consumables such as blades and fuel. Our hard costs such as travel and wages could generally be allocated, while our other costs such as, patent rights (franchise fees) and other intellectual property (such as software development cost) that cannot be allocated on a job specific 'cost plus' basis. In our service offering, the consistent application of an established unit rate provides correct and accurate price structure that keeps an equitable profit level across the scale of all project sizes. This issue may be moot as we do not expect that we will encounter this circumstance as we have yet to discuss any project with any agency that has or is proposing the use of federal funding to fund a program or even an individual project.

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

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception

- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

References

The Vendor is to provide a minimum of three (3) complete and accurate account references for which the organization has provided precision sidewalk repair and trip hazard mitigation services (preferably local government, cities, and education accounts). All references must be for services provided within the past five (5) years. The person of contact must have direct knowledge of the firm's experience. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	City of St. Paul Mn
Service/Product Purchased	Survey and Trip Hazard Mitigation
Year of Purchase	2022
Reference Contact	Ryan Lowry
Phone	651-775-6674
Email	Ryan.Lowry@ci.stpaul.mn.us

Reference #2 – Company Name	City of Northfield, Mn – Parks and Recreation Department
Service/Product Purchased	Trip Hazard Mitigation
Year of Purchase	2022
Reference Contact	Charlie Fredericks
Phone	507-645-3027
Email	Charlie.Fredericks@ci.northfield.mn.us

Reference #3 – Company Name	Eden Prairie Public Schools
Service/Purchase Purchased	Trip Hazard Mitigation
Year of Purchase	2023
Reference Contact	Kyle Fisher
Phone	651-235-1248
Email	Kyle_Fisher@edenpr.k12.mn.us

Vendor Forms & Signatures

RFP #24.4 – 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. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

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 Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to 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	Safe Step LLC	Date	6/12/2023
Address	130 Industrial Park Ave	City, State, Zip	Hortonville, WI
Contact Person	Chris Ott	Title	Managing Member

Authorized Signature	Chris Ott	Title	Managing Member
Email	chris@notrippin.com	Phone	920.202.0954

Digitally signed by Chris Ott
Date: 2023.06.12 14:49:12 -05'00'

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency _____		Authorized Signature _____
Name _____		Title _____
Awarded this _____ day of _____		Contract # _____
Contract/Agreement to Commence _____		

EDGAR Certification Form

2 CFR Part 200

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding vendor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

(B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event the vendor fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The vendor will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other vendors when it is in the best interest of the participating agency.

(C) 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.”

(D) Davis Bacon Act

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

wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor must also include a provision for compliance 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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.

(G) Clean Air Act and Federal Water Pollution Control Act

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

(H) Debarment and Suspension (Executive Order 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.

(I) 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 takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the vendor certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the vendor certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials

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

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certified that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the vendor hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, vendor certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Business Name	<u>Safe Step LLC</u>	Authorized Signature	<u>Chris Ott</u>	Digitally signed by Chris Ott Date: 2023.06.12 14:51:18 -05'00'
Full Name	<u>Chris Ott</u>	Title	<u>Managing Member</u>	

Subcontractor Utilization Form

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

Solicitation Name: #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services
Solicitation Number: RFP #24.4
Vendor Name: Safe Step LLC

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

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 Ansay & Associates, LLC. 4351 W College Ave Ste 310 Appleton WI 54914	CONTACT NAME Sue Zoromski, CISR, CPIA	
	PHONE (A/C, No, Ext) 920-560-7021	FAX (A/C, No) 920-560-7079
E-MAIL ADDRESS sue.zoromski@ansay.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Integrity Insurance Company		14303
INSURED Safe Step LLC 130 Industrial Park Ave PO Box 411 Hortonville WI 54944-0411	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER:** 173832170 **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 L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CT 2087430	8/18/2022	8/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 2678351	8/18/2022	8/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2087431	8/18/2022	8/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CT 2087430	8/18/2022	8/18/2023	Per Claim Limit 1,000,000 Aggregate 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**

FOR BIDDING PURPOSES ONLY

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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3/24/2023

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	PHONE (A/C. No. Ext): 920-560-7021	FAX (A/C. No.): 920-560-7079
E-MAIL ADDRESS: sue.zoromski@ansay.com		
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COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 2678351	8/18/2022	8/18/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2087431	8/18/2022	8/18/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
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AUTHORIZED REPRESENTATIVE

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Evaluation Committee Report

RFP #24.4 – Sidewalk Repair & Trip Hazard Mitigation Services

Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Sidewalk Repair and Trip Hazard Mitigation Services on May 22, 2023. The intent of the solicitation is to secure 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 pricing. A The solicitation is **NOT** for sidewalk replacement, new construction, slab jacking, or grinding.

The solicitation was closed on June 13, 2023. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendor(s) were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

The members of the Evaluation Committee included Dawn Anderson, Manager of Educational Finance; Melissa Mattson, Director of Administrative Services; and Jason Perala, Health & Safety Facilitator.

One (1) proposal was received by the submission deadline from Safe Step LLC, herein Vendor. The proposal was reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). The Vendor's proposal was found to be compliant and deemed responsive.

The Evaluation Committee conducted their consensus evaluation and proposed recommendation on July 5, 2023. A summation of their evaluation is included below.

Evaluation Committee Discussion & Overview

Upon review of the Vendor's responses, the Evaluation Committee agreed on the following:

1. The Vendor has experience beyond the minimum five (5) years required. Their response and number off annual jobs showcase their experience and abilities.
2. The Vendor has worked with larger entities and has a continued track record of success.
3. Expressed some concern about Northland Precision Concrete Cutting (PCC) being considered an affiliate and covering the remaining parts of Minnesota, North Dakota, and South Dakota. CPC requested follow up questions clarifying approach, deliverables (reports, documentation), and capabilities of Northland PCC once out of the Vendor's territory.
4. The Vendor understands the value of a contract vehicle and its benefit to secure business.
5. The Vendor plans to partner with CPC to leverage and provide benefit to participating agencies.
6. The Vendor currently has a reporting system as part of its national franchise. Reporting with CPC and validating pricing and charges will be a seamless activity for the Vendor.
7. The Vendor's financial process looks similar to most industries by offering payment in the form of check or ACH deposits along with acceptance of credit cards with a 3% convenience charge. Net30 and billing increments of \$50,000 or \$100,000 is preferred but not required.
8. The Vendor conducts a significant portion of their work with public agencies.

9. The Vendor has a consultative approach for planning and estimating and project management. The Vendor does not use subcontractors to complete their work. The Vendor handles everything in-house providing ease of communication and limits finger pointing if issues do occur.
10. The Vendor provides in-depth, quality project materials for proposals, planning, cost estimating, documentation, mapping, and guidance for projecting future projects.
11. The Vendor works with their clients in a consulting role versus a company who comes in and simply completes the work/task. The Vendor works with the clients to find solutions and is honest with the client when they are not the best solution and assists them to find alternatives to limit risk and future hazards/litigation for the client.
12. The Vendor's references were deemed appropriate and fair.
13. Pricing when compared to other PCC affiliates and local/national cooperatives is competitive and within range. Pricing is inclusive of all associated costs. The minimum job requirement of \$2,500 should not be a barrier to work for public agencies when the Vendor provides accurate calculations (per inch foot) and measurements.

Refer to the attached Method of Award for final scoring.

Recommendation

After analysis of the Vendor's proposal, the Evaluation Committee recommends that a contract be awarded to Safe Step LLC.

This recommendation is subject to final review by CPC Administration and approval by the Board of Directors.

DocuSigned by:

CC74634A4130483...

Dawn Anderson, Manager of Educational Finance

DocuSigned by:

5B1ADA01B69E48F...

Melissa Mattson, Director of Administrative Services

DocuSigned by:

CF7E36680FF64CE...

Jason Perala, Healthy & Safety Facilitator

DocuSigned by:

9AB8C86EB0B9422...

Lisa Truax, Procurement Coordinator and RFP Facilitator

Attachments:

- 11b 24.4 – Method of Award
- 11c 24.4 – References
- 11d 24.4 – Pricing Analysis

cc: Procurement File

RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services

Method of Award

Minimum Qualifications	Points Available	Safe Step LLC
Required documentation (submittal).	Pass/Fail	Pass
Extensive knowledge, background, and at least five (5) years of experience with estimating, project management, and mitigation services.		
Debarment and suspension verification.		
Technical Proposal	49	43
Qualifications & Experience	10	8
Marketing & Partnership	10	8.5
Financials & Level of Support	6	5.5
Industry-Specific Information	9	9
Exceptions & Deviations	4	3
References	10	9
Pricing Proposal	51	49
Total Points	100	92

RFP #24.4 - References | Safe Step LLC

Has your agency purchased sidewalk repair and trip hazard mitigation services from the Vendor?	Yes	Yes	Yes
Person Completing This Survey, include:	Ryan Lowry Engineering Tech. Supervisor City of St. Paul ryan.lowry@ci.stpaul.mn.us 651-266-6147	Charlie Fredericks Streets and Parks Manager City of Northfield Charlie.Fredericks@northfieldmn 507-645-3027	Christopher Myers City of Bloomington cmyers@bloomingtonmn.gov 952-583-8662
Did the Vendor and their staff meet your agency/company's requested needs?	Yes	Yes	Yes
Has the Vendor's performance been consistently thorough, acceptable, and professional?	Yes	Yes	Yes
Did the Vendor respond to your agency/company's needs in a timely manner?	Yes	Yes	Yes
Have or were there any problems with this Vendor's work or conduct?	No	No	No
Describe the problems encountered with this Vendor's work or conduct.	No issues with the work or conduct, very professional, thorough, met and exceeds all expectations	None	None
Have or were there any problems with this Vendor's work or conduct?	No	No	No
Was the attitude of the Vendor and their staff friendly and helpful?	Yes	Yes	Yes
Were there any disputes regarding their work?	No	No	No
Would you have for any reason to not contract with this Vendor in the future should you have the opportunity?	No	No	No
Please rate the Vendor's overall job performance.	5	5	5
Other Comments....	We love Safe Step and the work they do. We are actively looking for new means to incorporate them into more of our programs.	They are great to work with and a valuable service! They go above and beyond!	Safe Step does a great job with our sidewalk kick program and keeping our sidewalks safe for the traveling public.

RFP #24.4 - Sidewalk Repair & Trip Hazard Mitigation Services

Pricing Analysis

	Owner	State	List Price Per Inch Foot	Discount	Member Price Per Inch Foot	Minimum Job	Notes
Safe Step LLC	CPC	MN/WI			\$ 48.60	\$ 2,500.00	Inclusive of all work, material, and mobilization required, from initial consultation to physical trip hazard removal.
Precision Concrete Cutting Midwest	Greenbush	KS	\$ 55.00	5%	\$ 52.25	Unknown	Unknown
Precision Sidewalk Safety Corp	KPN	PA			\$ 48.00	\$ 5,000.00	\$375/specialist/day for review, summary, and map report only. \$60 per site relocation is 2+ sites, 15% for weekend/holiday work.
Precision Sidewalk Safety Corp	TIPS				\$ 50.00	\$ 5,000.00	\$375/specialist/day for review, summary, and map report only. \$60 per site relocation is 2+ sites, 15% for weekend/holiday work.
Precision Sidewalk Safety Corp	BuyBoard				\$ 50.00	\$ 5,000.00	\$375/specialist/day for review, summary, and map report only. \$60 per site relocation is 2+ sites, 15% for weekend/holiday work.
Precision Sidewalk Safety Corp	PCA				\$ 50.00	\$ 5,000.00	\$375/specialist/day for review, summary, and map report only. \$60 per site relocation is 2+ sites, 15% for weekend/holiday work.
Precision Sidewalk Safety Corp	Florida Buy	FL	\$ 50.00	12%	\$ 44.00	\$ 5,000.00	\$375/specialist/day for review, summary, and map report only. \$60 per site relocation is 2+ sites, 15% for weekend/holiday work.

*Pricing compared on cost for 1:12 slope repair with GIS Data and Reports.

July 5, 2023

Safe Step LLC
Attn: Chris Ott, Managing Member
130 Industrial Park Ave
Hortonville, WI 54944

Award Decision, RFP #24.4 – Sidewalk Repair & Trip Hazard Mitigation Services

Dear Chris Ott:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.4 – Sidewalk Repair & Trip Hazard Mitigation Services.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,



Lisa M. Truax | Procurement Coordinator
Cooperative Purchasing Connection

CC: Logan Ott



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 Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>Safe Step LLC</u>	Date	<u>6/12/2023</u>
Address	<u>130 Industrial Park Ave</u>	City, State, Zip	<u>Hortonville, WI</u>
Contact Person	<u>Chris Ott</u>	Title	<u>Managing Member</u>

Authorized Signature	<u>Chris Ott</u>	<small>Digitally signed by Chris Ott Date: 2023.06.12 14:49:12 -05'00'</small>	Title	<u>Managing Member</u>
Email	<u>chris@notrippin.com</u>	Phone	<u>920.202.0954</u>	

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	<u>Cooperative Purchasing Connection</u>	Authorized Signature	<small>DocuSigned by: Jane Eastes 6D9BB132BB3040A...</small>
Name	<u>Jane Eastes</u>	Title	<u>Deputy Executive Director</u>
Awarded this	<u>5th</u> day of <u>July, 2023</u>	Contract #	<u>24.4 - SST</u>
Contract/Agreement to Commence	<u>August 1, 2023</u>		