



Solicitation Number: RFP #042020

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wonderware, Inc d/b/a CORE Business Technologies, 2224 Pawtucket Avenue, East Providence, RI 02914 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 31, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. However, Vendor may assign, without written consent, this Agreement and its rights and obligations to any successor entity resulting from a merger, acquisition or consolidation.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees,

arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. It is specifically agreed that the Participating Entity maintains the responsibility for the auditing of transaction data. The action or lack of action taken by the Participating Entity as a result of transaction processing is the sole responsibility of the Participating Entity.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to 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. The contracts 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). 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 C.F.R. § 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 work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 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 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above. The Vendor shall own all rights, title and interest in and to the modifications and Inventions to its software solutions developed hereunder. The Vendor hereby grants to the Sourcewell and its Participating Entities a perpetual, worldwide, irrevocable, nonexclusive license to use such Modifications and Inventions for its business purposes; provided, however, any Modifications

and Inventions developed hereunder, which are made part of the baseline software, shall be governed by the terms of the Master License Agreement.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Wonderware, Inc
d/b/a CORE Business Technologies

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 5/26/2020 | 8:36 PM CDT

DocuSigned by:
By: Jeffrey A. Saucier
1123448086354C7...

Jeffrey A. Saucier
Title: CEO

Date: 6/4/2020 | 9:41 PM EDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Chad Coquette
Title: Executive Director/CEO

Date: 6/4/2020 | 8:57 PM CDT

RFP 042020 - Fee Management and Online Payment Portal Software Solutions

Vendor Details

Company Name: Wonderware
Does your company conduct business under any other name? If yes, please state: CORE Business Technologies
Address: 2224 Pawtucket Avenue
East Providence, Rhode Island 02914
Contact: Cidalia DeSantis
Email: cdesantis@corebt.com
Phone: 401-431-0700 1344
Fax: 401-434-2227
HST#: 050427143

Submission Details

Created On: Tuesday March 31, 2020 14:10:31
Submitted On: Monday April 20, 2020 16:24:29
Submitted By: Cidalia DeSantis
Email: cdesantis@corebt.com
Transaction #: 17f3f3be-a9bd-4063-998d-4bd2080f8b86
Submitter's IP Address: 76.24.5.204

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Wonderware, Inc d/b/a CORE Business Technologies
2	Proposer Address:	2224 Pawtucket Avenue East Providence, RI 02914
3	Proposer website address:	www.corebt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey A. Saucier, CEO 2224 Pawtucket Avenue East Providence, RI 02914 401-431-0700
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Russell Director of Strategic Accounts Revenue Management Solutions 2224 Pawtucket Ave East Providence, RI 02914 Office: (401) 431-0700 Ext. 1416 krussell@corebt.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cidalia DeSantis Proposal Coordinator 2224 Pawtucket Avenue East Providence, RI 02914 cdesantis@corebt.com 401-431-0700 ext 1344

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>CORE Business Technologies is a private corporation established in 1983 and incorporated in the State of Rhode Island. CORE is located at 2224 Pawtucket Avenue, East Providence, RI 02914.</p> <p>While continuing the development of our support capabilities in office products and systems integration through the mid-eighties, we responded to a market need for over-the-counter payment processing. In 1987, we introduced One-Step, a robust cashing solution for processing point of sale payments in Government, Higher Education and Utilities. The marketplace response was strong.</p> <p>By the year 2000, it was clear there was market demand for a thin-client cashing solution that would support payment processing across expanding enterprises. CORE leveraged improvements in technology to develop iPayment Enterprise (iPayment) as a web-based suite of solutions for revenue collection, management and reconciliation. The ability to capture online payments with cashing and departmental revenue deposits on one platform and integrate with a multitude of billing systems sets iPayment apart. A tenured and committed team of software developers continuously work on improving iPayment, adapting and integrating new forms of mobile and electronic payment options to the platform to meet the growing market demands for an accessible, secure, compliant and convenient payment environment.</p> <p>CORE's principal officer is Jeffrey Saucier. After over 25 years at CORE, 16 of which were served as the Vice President and General Manager, Jeffrey now serves as the CEO. As President, Jeff is the top executive at CORE overseeing the growth, direction and continued success of the company. With investment from Banneker Partners, a private equity firm focused on investing in Software/SaaS, Internet, and technology business services companies, CORE is well-positioned to provide our clients with a superior product, outstanding service and exceptional support.</p> <p>CORE currently employs over sixty employees in well managed teams with a singular purpose of seeing to our clients' success. CORE provides our clients with a premier solution from design to delivery to implementation and support based on the knowledge obtained from over 32 years of listening to our clients and evolving best practices.</p> <p>iPayment stays current with upcoming trends and developments in the ecommerce realm. CORE's future direction is driven by a focus on its fundamental Enterprise Revenue Management business. Our strategic direction is shaped by both our client's current, near and longer term business goals and objectives as well as where CORE believes it can add the most value. CORE will continue to focus on financial controls across the payment management spectrum.</p> <p>CORE's business philosophy is centered on providing complete, comprehensive customer support to a level that exceeds expectation ensuring that our solutions deliver value and measurable results and put client outcomes first. As a result, CORE has assembled a talented team of professionals to provide our clients a successful implementation with desired project outcomes.</p> <p>Some of the key differentiators of CORE's offerings include:</p> <ul style="list-style-type: none"> · Extensive experience in delivering a single view of what a customer owes across multiple billing systems and business units. This increases payment opportunities and revenue, · History of building dependable system integration to our clients, financial and operational host systems to ensure seamless workflow, accelerated revenue throughput and financial integrity. · iPayment is a solution that reflects more than 32 years' experience in point-of-sale receipting. It is the culmination of a knowledge base that reflects real world feedback from our customers, <p>We are recognized by Finance and Treasury experts as having comprehensive financial controls that begin with the acceptance of payments all the way through to deposits to the bank. Our solution is built on the key requirement that there needs to be a complete and consistent accounting for all patient payments no matter where the collection point may be. We provide a complete electronic workflow process to manage the complicated and often manual process of custody changes for daily revenue collected at remote collection points that needs to be turned in to either a central cashier or bank.</p> <p>We offer the iPayment as a Software as a Service (SaaS) solution to minimize the demand on your IT staff for system support and PCI Compliance. The application provides a secure platform that meets industry payment security practices like PCI-DSS and PA-DSS.</p>
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8	What are your company's expectations in the event of an award?	<p>In the event of an award, CORE hopes to provide Sourcewell entities with the option to utilize iPayment Enterprise Professional Edition, a consolidated revenue collection solution for virtually all their POS, e-commerce, back office, mobile and call-center needs. The management of these payment channels through a single platform provides the ability for clients to add centralized management and control to all incoming revenue across your enterprise.</p> <p>CORE hopes to aid clients in their pursuit to effectively and efficiently collect fees and process transactions from their customers. Our iPayment enterprise solution can help clients throughout the United States and Canada meet their unique and dynamic payment processing needs with a single platform that does it all. This consolidated web-based application is designed to meet the payment processing for all of your payment channels, including:</p> <ul style="list-style-type: none"> • Business Center (on-line web payments) • iCashiering (enterprise-wide POS/receipting) • Third Party applications (Transfer API into iPayment) • Departmental Deposits (remote department cash controls) • Managed Services Gateway – (integrated credit card gateway for all departments) • Managed Merchant Services – (integrated merchant accounts) • Admin Center (configuration, research and reporting) <p>The following represents a brief summary of benefits available through iPayment Enterprise Professional Edition.</p> <ul style="list-style-type: none"> • Improve transaction and financial visibility at the enterprise, department and user levels. The Admin Center provides access to all transactional activity and allows the administrator to view expected &/or processed deposits. • Facilitate month-end processing through a centralized console. The Admin Center provides a view of open files and insight into what's pending, which aids in month-end file reconciliation. • Consolidate and bridge financial updates to Participating Entity's financial systems for all third party applications across their enterprise (i.e., fees, assessments, fines, departmental activities, etc.) • Facilitate and automatically post revenues to the proper financial accounts in A/R and non-A/R transactions and departmental deposits processed in iPayment. • Streamline check deposits to the bank through electronic deposits. iPayment provides ICL(image cash letter) deposits, which are electronically submitted to your bank. • Enterprise-wide real-time reporting through integrated report generators allow for the configuration of reporting parameters and the saving of the report criteria for future use. 	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>CORE's financial stability and solid position in the marketplace represent minimum risk to the client. We have the financial soundness and capacity to enter into a contract of this scope and size. With investment from Bankeker Partners, a private equity firm focused on investing in Software/SaaS, Internet, and technology business services companies, CORE is well-positioned to provide our clients with a superior product, outstanding service and exceptional support.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>We are a preeminent provider of integrated payment transaction processing and settlement solutions in the public sector marketplace. We help our customers harness the complexity of multiple host systems and deliver simplicity through a singular enterprise solution.</p> <p>We are consistently one of two or three top selected vendors of choice by government entities across North America that are looking for comprehensive integrated POS and online commerce capabilities for processing fees and payments to agency host billing systems..</p> <p>We are consistently one of two or three top selected vendors of choice by government entities across North America that are looking for comprehensive integrated POS and online commerce capabilities.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian market is served in a similar fashion as is the US market, i.e. same product, same resources through direct and indirect channels.</p> <p>We are consistently one of two or three top selected vendors of choice by government entities across Canada that are looking for comprehensive integrated POS and online commerce capabilities.</p>	*

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, CORE has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the following question (either a) or b) below) that best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CORE is the developer and service provider for the proposed iPayment Enterprise Professional Edition Solution. We are proud to state that our programmers, engineers, sales, service and support staff are all CORE employees. CORE does resell integrated peripheral hardware devices (i.e. receipt printers, credit card terminals, etc.) through various manufacturers like Epson, Verifone, Magtek and the like. iPayment consists of the following components which are all owned by CORE. <ul style="list-style-type: none"> • Point of Service (iCashiering) • Web Payments/Self-Service (Business Center) • Admin Center Console • Managed Services Gateway • Reconciliation Services Gateway (optional) iPayment is installed on computing resources owned and maintained by CORE. CORE has a contract with a third party for Co-Location data center services. CORE has full responsibility for the hardware but leverages private data suites, cages, etc. CORE utilizes two sites for its data center. Primary: 171 Bearfoot Road Northborough, MA 01532 Secondary/CORE DR: 11680 Hayden Rd Manassas, VA Our Colocation facilities are hosted within a certified Tier III Iron Mountain facility.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The proposed Solution is PA-DSS certified and conforms to HIPAA requirements. The iPayment solution is housed within a PCI-DSS Level-1 certified datacenter protected through the application of encryption, physical security, and redundant technologies. The data centers have achieved official Tier III design and construction certification from the Uptime Institute. Certifications also include FISMA High, ISO 27001, PCI DSS Level 1, HIPAA, and SOC 2 Type II.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	One of the best ways to assess the reputation of a company is to analyze the contentment of its customers. As evidenced by CORE's over 200 installations throughout North America, CORE's robust solutions are highly esteemed. Some clients have been with CORE since its first installation in 1987 and new clients are in various stages of installation.	*
17	What percentage of your sales are to the governmental sector in the past three years	50%	*
18	What percentage of your sales are to the education sector in the past three years	15%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	City of Tucson, Arizona Cooperative Contract Merchant Banking Services and Online Payment Acceptance and Processing Services Contract Number: 130830 These contracts are for the iPayment Enterprise solution platform. CORE is proposing its iPayment Enterprise Professional Edition platform here.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
None of our existing clients would be eligible as they all license iPayment Enterprise and not iPayment Enterprise Professional Edition.	not applicable	not applicable	*
None of our existing clients would be eligible as they all license iPayment Enterprise and not iPayment Enterprise Professional Edition.	not applicable	not applicable	*
None of our existing clients would be eligible as they all license iPayment Enterprise and not iPayment Enterprise Professional Edition.	not applicable	not applicable	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York	Government	New York - NY	Cashiering System – In Person/Online transaction processing for both in-person and online traffic violations for the processing of parking ticket, red light and other traffic violation payments, implementation and support	1,200,000	\$1,288,000	*
City of Burnaby	Government	BC - British Columbia	Cashiering System for POS processing and online payments implementation, support	100,000	\$267,000	*
Montgomery County Public School	Education	Maryland - MD	POS and online transaction processing implementation, support	130,000	\$300,000	*
Grand Valley State University	Education	Michigan - MI	University Cashiering System for processing of tuition payments and fees – implementation, support	100,000	\$140,000	*
City of Tucson	Government	Arizona - AZ	Citywide Cashiering System – Fees/Fines/Permits implementation, support	300,000	\$266,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	<p>CORE maintains sales professionals in California, Texas, Utah, North Carolina, Massachusetts and Rhode Island, which allows us to cover all regions of the country. The Massachusetts-based resources cover the Canadian marketplace in addition to our Canadian channel partner. All sales professionals are full time direct CORE employees who maintain connections with their clients throughout the life of the sales engagement process. Once a participating entity becomes a customer, they will be assigned a Customer Success Manager who will be their primary point of contact.</p> <p>The Customer Success Manager will act as the participating entity's advocate and will provide direct oversight of joint initiatives while working collaboratively across the CORE organization to ensure that the quality assurance testing, implementation and deployment of any software releases, and new or ongoing projects drive the expected outcomes. In addition, the dedicated success manager will be responsible for overseeing the resolution of any support tickets, provide ongoing training to the entity's staff and ultimately be responsible for the eEntity's overall satisfaction. The CSM will also provide the entity with timely and transparent communication of new product features and other relevant news and information.</p>	*
24	Dealer network or other distribution methods.	<p>Dealer network or other distribution methods. CORE has established partnerships with key providers that we will leverage this program through in order to expand the reach and its success.</p>	*
25	Service force.	<p>CORE's service and support staff are located at CORE's headquarters in East Providence, Rhode Island. CORE's business philosophy is centered on providing complete, comprehensive customer support to a level that exceeds expectation ensuring that our solutions deliver value and measurable results and put client outcomes first. As a result, CORE has assembled a talented team of professionals to provide our clients a successful implementation with desired project outcomes.</p> <p>CORE's support team through facilitation of your Customer Success Manager ensures the following:</p> <p>Client Advocacy: Work collaboratively across the CORE Business Technologies organization and with the Entity's designated team to insure that the products and services we deliver assist you in achieving your goals and objectives.</p> <p>Quality and Communication: Work with the Implementation and Quality Assurance teams to insure the integrity of the products and services delivered. Insure the delivery of timely and transparent communication of pertinent and relevant project information.</p> <p>Support and Training: Develop a highly customized knowledge base and support model for the Client. Oversee the deployment a comprehensive training plan for the Client.</p> <p>Under the direct Leadership of a twenty year CORE Veteran, CORE Business Technologies provides a comprehensive Support Model. Our intuitive Support Ticketing system will provide you quick and easy resolution of your inquiries and real time transparency to any cases submitted to our team of Support Analysts. Our team of Support Analysts has the training, tools and technology to meet all of the dimensions requested by the Client.</p> <p>In addition to our comprehensive Support Model to handle your transactional and technical support needs, the Client will have a dedicated Client Success Manager (CSM) who will act as your advocate to provide direct oversight of joint initiatives while working collaboratively across the CORE organization to ensure that we are always meeting the needs of the Client. The CSM will have awareness of and visibility to the status of any reported tickets and partner with our Support Leadership for any escalated needs you may have. The CSM will also provide you with timely and transparent communication of new product features and other relevant news and information, facilitate ongoing training, provide training assets to your staff and ultimately be responsible for your overall satisfaction</p> <p>Support will take effect after basic diagnostic steps have been performed in accordance with the specification document. CORE's support procedures are detailed the Attachment titled Support and Escalation..</p> <p>Application-level support and trouble-shooting is provided by CORE to the Client staff members. All support and escalation must be initiated by the designated authorized representative of the client. Please see the attachment for additional information about the support and escalation policy.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CORE's business philosophy is centered on providing complete, comprehensive customer support to a level that exceeds expectation ensuring that our solutions deliver value and measurable results and put client outcomes first.</p> <p>CORE Business Technologies has a comprehensive Relationship Management, Customer Success and Support Model that will be provided and optimized for the Client. Our customer centric approach will ensure delivery on the Entity's unique and key business objectives while providing continuous support for the duration of our engagement.</p> <p>The Entity will be assigned a dedicated Customer Success Manager (CSM) who will be responsible for insuring your relationship with CORE Business Technologies and the products and services we deliver, assist you in achieving your goals and objectives.</p> <p>The CSM will act as the Entity's advocate to provide direct oversight of joint initiatives while working collaboratively across the CORE organization to ensure that the quality assurance testing, implementation and deployment of any software releases, and new or ongoing projects drive the expected outcomes. The CSM will also provide you with timely and transparent communication of new product features and other relevant news and information, facilitate ongoing training, provide training assets to your staff and ultimately be responsible for your overall satisfaction. The Entity will also have access to our team of highly-trained Support Analysts.</p> <p>An important dimension of our relationship management model is meetings both virtual and onsite. Onsite visits will allow us meaningful interactions which enable us to collect invaluable business user feedback.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CORE is willing to offer and provide its products and services to all Sourcewell Participating Entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CORE has the ability and willingness to provide our iPayment Enterprise, Professional Edition solution and related support to all Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no restriction to the participating entity sectors for which CORE can provide services.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is no restrictions to the participating entity sectors for which CORE can provide services.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CORE uses two unique sales approaches to help achieve marketing and sales success, a direct and indirect sales channel. Our direct sales model follows the classical sales approach of directly contacting governmental and educational entities, leveraging our CORE sales process model. Explicitly, our sales approach will be supported with prospecting activities to convert prospects and leads into opportunities, and subsequently into accounts. Our indirect sales model (Partnership Channel) engages with consulting firms, technology/software companies, and professional network contacts to help generate leads from governmental and educational entities, leveraging existing relationships to foster sales opportunities for Core and Sourcewell. We will establish and build CORE brand awareness and strategic channel relationship with Sourcewell. Please see the attached Digital Marketing document.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CORE currently leverages and uses a number of technology and digital media tools to help market and sale our online payment portal solutions. CORE marketing collateral articulates our value proposition to help market and communicate the value proposition and differentiation to prospects. Marketing materials in digital format are shared on our website, via direct email and LinkedIn during our prospecting efforts.</p> <p>CORE's website provides access to digital marketing collateral, product sheets, whitepapers, case studies, and knowledge articles to help market and promote CORE as a subject matter expert and thought-leadership in revenue cycle management for governmental and educational entities. Furthermore, we use digital marketing collaterals as brochures to help our customer learn about our offerings and use cases for market positioning our iPayment solution</p> <p>CORE leverages HubSpot, a digital marketing technology, that offers a robust suite of marketingtools that allow CORE to organize, track, and expand our reach to the Sourcewell participating entities.</p> <p>In addition to HubSpot, we leverage Salesforce as the integrated CRM tool, which will allow us to provide monthly metrics and manage actions and activity garnered around this program.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As part of this strategic effort, CORE will look at becoming a good steward of this program and a value-added partner to Sourcewell. CORE would expect Sourcewell to provide notification and sponsorship of quarterly briefings to the participating entity community. We would also expect program guidance and direction on best practices for engaging Participating Entities based past performances and experiences.</p> <p>CORE will leverage our professional network of contacts to help establish and drive sales through this strategic alliance. CORE management believes in having an incentive and compensative plan that is mutually beneficial to CORE and Sourcewell.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are offering a baseline solution that is "in the box", however, the procurement process is specific to the needs of each entity. Our solutions are typically procured after preliminary discussions with the customer to understand their revenue management needs and requirements. We don't believe an e-procurement process would be beneficial for this offering but we are willing to work with Sourcewell should there be a value and desire to make this available to the Participating entities.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Please see the attached document for training information. Training is standard and is provided by CORE's training professionals. Training costs are detailed in CORE's pricing proposal.

37	Describe any technological advances that your proposed equipment, products, or services offer.	<p>The iPayment Enterprise, Professional Edition offering provides a single platform that supports in-person, ecommerce and mobile processing with one centralized transaction database for research, reporting and reconciliation</p> <p>As a hosted application, we provide a secure payment processing environment that meets industry payment security practices, like PCI-DSS and PA-DSS and is PCI Level 1 certified. This allows for a rapid deployment of the computing resources needed to serve the Participating Entity while protecting customer credit card data and removing all credit card data from the Entity's network. No cardholder data will be stored on client servers at any point in the process.</p> <p>P2PE Validation Payment supports the processing of credit card transactions securely via a validated point-to-point-encryption (P2PE) solution to reduce an organization's Card Data Environment (CDE) scope.</p> <p>Check conversion iPayment's integrated peripheral devices support the ability to convert paper checks for in-person transactions into electronic file deposits to the bank. The benefits include:</p> <ul style="list-style-type: none"> • Reduces administrative burden of processing payments. • Reduces cost to process transactions. • Improved revenue flow, since electronic payments are typically processed faster than checks <p>eWallet The eWallet module is a client specific tool that allows its customers to securely store tenders (financial accounts including checking, savings, credit and debit cards, etc.) on file for future use. Once the customer has been authenticated, iPayment will display to the customer previously stored tenders on file. The customer can choose a stored tender from the list, thereby minimizing re-entry of card or checking account data. iPayment recalls the stored tender and completes the transaction. The tender is then processed as a traditional tender within the iPayment environment.</p> <p>The eWallet:</p> <ul style="list-style-type: none"> • Is PCI Compliant • Is integrated into iPayment. • Supports Credit, Debit, Checking and Savings accounts • Adds value to your customer experience • Streamlines multiple gateway providers and reconciliation efforts • Includes a customer management console 	*
38	Describe any "green" initiatives that relate to your company or to your equipment, products, or services, and include a list of the certifying agency for each.	<p>Following are numerous green initiatives CORE has undertaken.</p> <p>Water dispensing system to eliminate the use of plastic water bottles</p> <p>Encouraging employees to recycle via a company recycling program</p> <p>Promoting minimal printing usage and encouraging double-sided printing</p> <p>Telecommuting and web-based conferencing opportunities to reduce greenhouse gas emissions</p> <p>Generous window frontage to reduce electricity consumption from overhead lights</p> <p>Electronic payroll documentation and electronic deposits to reduce paper waste</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>CORE resells and provides integrated credit card devices from Verifone and Epson which are ENERGY STAR® qualified.</p> <p>Epson: Special print options reduce paper usage up to 30%. Safety standards UL60950-1; CAN/CSA C22.2 No. 60950-1</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>CORE desires to close the loop on the full payment transaction lifecycle, providing fast, frictionless, and secure interactions for government entities, their constituents, and customers. With iPayment Enterprise, Professional Edition as an Entity's central revenue management solution, Participating Entities will be able to harness the complexity of multiple host systems and simplify revenue management through a single enterprise solution.</p> <p>CORE's Unique Attributes & Goals:</p> <ul style="list-style-type: none"> • Reduce Friction • Harmonize Data • Delivers Simplicity • Turns Payments into a Positive Engagement for internal and external constituents <p>CORE's iPayment Differentiated Value CORE's unique value proposition is our ability to integrate our iPayment solution with the Entity's existing backend billing systems</p> <p>Every government and educational entity will have the opportunity to streamline and optimize the way that they handle and manage inbound revenue and navigate the transaction lifecycle: from securing payments, engaging and informing constituents. iPayment is purpose-built as a single solution that supports both full service and self-service in the front end and back end of the revenue cycle.</p> <p>iPayment supports all engagement and payment channels with purpose-built, market-driven workflows, processing, and reconciliation. As a single-source vendor, our customers enjoy world-class in-person, self-service, and back-office processing all on one platform. We believe that complex processing workflows deserve simple solutions.</p> <p>CORE's iPayment is a web-based, revenue management solution that supports an unlimited number of users across the enterprise and facilitates the deployment effort.</p> <p>This approach offers participating entities many advantages over competing solutions. As a browser-based application it provides access to cashiers and other customer employees from anywhere there is a need to process and collect revenue, handle non-customer transactions, research and report. iPayment also supports departmental deposits (end of day cash turn-ins) from locations throughout an organization. iPayment tracks the turn-in from its point of origin to its final destination with integrated chain of custody controls. In addition to the tracking functionality, the revenue being turned-in is pre-allocated to the revenue accounts for automated posting to the customer's Host Financial System. This feature is commonly used for reporting miscellaneous revenue not being booked through a customer's A/R system.</p> <p>One of CORE's strengths is its ability to integrate with a variety of applications using API and Web Services. CORE's project team has extensive experience with integration to numerous 3rd party systems. CORE's solution will provide Clients with the most flexible approach in determining which standard data integration tool will be leveraged.</p> <p>For the past 32 years, CORE has successfully developed and integrated our iPayment POS solution to industry leading and lesser known host applications including Oracle, SAP, Lawson, JD Edwards, Eden Financials, Banner, Denovo Utility, EnerGov, Cry Wolfe, NBS D-Fast, and CRW TrakIT, CityWorks, iBuild, EPIC, and hundreds more.</p> <p>In addition, CORE provides the following benefits to Our Customers:</p> <ul style="list-style-type: none"> • Extends Revenue Collection Activities • Provides Added Constituent Convenience • Enhancement of Municipal Payment Channels • Responsive & Mobile-Friendly Websites • Low Cost Solution & Entry into Online Payments • Enables 24/7 Revenue Collection • Lowers Department Overhead & Staff Expense • Improves Treasury & Finance Operational Efficiency • Multiple Rapid Deployment Options & Configurations
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Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (turnaround times, processing and payment times, etc.)	The iPayment solution is a web based application that supports real time application processing and the integrated credit card gateway supports real time credit card authorizations. Credit card funding occurs on the next business day and ACH funding occurs within two business days.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	CORE guarantees an SLA of 99.5% uptime. The Service Level Agreement supports the service level terms and outlines the agreement for remedy for failure to meet service level terms. CORE will credit Customer's account the pro-rated Subscription Fee for one day's service for each additional .5% that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single instance of Unavailability. Please see the Support and Escalation policy attachment.
44	Describe any service contract options for the items included in your proposal.	CORE provides application maintenance and support for the duration on the agreement which includes the iPayment Software application, the hosted test environment and the hosted production environment. The various peripheral devices that we sell include extended manufacturer warranties and upon completion of the warranty period the devices can be supported through a time and material quote.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Net 30
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	CORE will require the execution of our software license agreement and professional services agreement by the participating entity. The execution of this contract initiates our order process and begins the project delivery phase. Dealers will follow a similar path. The software license agreement is executed between CORE and the participating entity. Orders are tracked in Salesforce and our ERP system. Quarterly reporting to Sourcewell will be derived from Salesforce.
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not accept P-cards however if this is a strong desire by the Participation Entity community we will consider it. Applicable costs may apply in order to offset processing costs.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The iPayment Enterprise, Professional Edition includes an Online eCommerce component (Business Center, an in-person Cashiering component (iCashiering), and the Admin Center module for transactional level research and reporting within the application. We have created a bundled offering that each Participating Entity can take advantage of and includes the following components: <ul style="list-style-type: none"> • Business Center Module – online payments • iCashiering Module – in-person payments • Administration Center Module – for research, reports & configuration • Application maintenance and support • User Support • Reporting Module • Finance System Batch Integration • Unlimited Users and • ASP Hosting services • Managed Merchant Services • Ala carte services as defined in the price schedule This offering is being made to Sourcwell Participating Entities only and requires the licensing of components listed above
49	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	This bundled offering represents a significant discount over a direct engagement project based on overall Entity adoption and baseline functional delivery. As a result, we have been able to reduce the cost of entry by well over 80% of our typical project engagements.
50	Describe any quantity or volume discounts or rebate programs that you offer.	The bundled offering provides a discounted approach as described in item 49
51	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	The absorbed Managed Merchant Services offering is a cost plus model.
52	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Optional Application Implementation services have been priced on an ala carte basis and is reflected in the attached price list. All hardware peripherals will be quoted based on functional requirements and quantity with a 15% discount off of the MSRP
53	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Peripheral devices will incur shipping charges as a pass-through.
54	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Peripheral devices will incur shipping charges as a pass-through and will be shipped best way for lowest costs.
55	Describe any unique distribution and/or delivery methods or options offered in your proposal.	not applicable

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
56	d. other than what the Proposer typically offers (please describe).	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
57	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Participating Entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	All sales activity and resulting sales to Participating Entities including price information will be reported to Sourcwell on a quarterly basis through our Salesforce CRM tool. The quarterly sales report will include a section that verifies what was sold against the contract value. This verified report will serve as the source document for the quarterly administrative fee.
58	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	We're happy to discuss a viable and mutually agreeable revenue sharing model. Our current relationship with similar sourcing organizations includes between 2% to 3% in administrative fees.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
59	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>CORE's iPayment solution is a web-based, revenue management solution that includes a POS module (iCashiering) as well as an online payment module (Business Center) on a single platform with integration to CORE's Managed Merchant Services . The integrated gateway securely transmits, processes and tokenizes all credit card transactions.</p> <p>THE iPAYMENT ENTERPRISE, PROFESSIONAL EDITION CONSISTS OF:</p> <p>Point of Service (iCashiering)</p> <ul style="list-style-type: none"> o Processing of on-account and non-billed payment activity o Automated, integrated receipting o Configurable business rules engine o Integrated PCI compliant credit card processing o Configurable transaction types o Beginning and end of day working cash controls and workflow o Departmental deposits o Cash bag controls o Centralized grouping of daily file submissions showing file status o Integrated baseline reporting o Flat file Integration with host systems o Electronic research functionality that allows users to view imaged documents, reprint receipts <p>Web Payments/Self-Service (Business Center)</p> <ul style="list-style-type: none"> o Constituent self-serve payments over the web o Leverages integration and business processing rules from a single platform (same as iCashiering) o Integrated eCheck and credit card processing o Responsive web design to allow utilization across all mobile browsers o Optional eWallet module to support recurring customer payments <p>Admin Center Console</p> <ul style="list-style-type: none"> o Central repository for iPayment configuration tools o Access and manage files and execute file imports o Report Generator o Robust search functionality o Security profiles for management of User Access <p>Managed Merchant Services Program</p> <ul style="list-style-type: none"> o Supports credit and debit card processing o PCI certified process creates tokens for storage of card data o Supports application of Service or Convenience Fees <p>Integrated Peripheral Devices</p> <ul style="list-style-type: none"> o Multifunctional printer with check imaging, ICL and OCR scanning o Electronic Cash Drawer
60	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Revenue Management Payment Solutions</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below whether or not fee management and payment solutions for the listed category or type is included in your proposal. Add comments as needed or appropriate.

Line Item	Category or Type	Offered *	Comments	
59	School nutrition program charges	<input type="radio"/> Yes <input checked="" type="radio"/> No	not available	*
60	Tuition payment and payment plans	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes	*
61	Academic, extracurricular and athletic registration, forms, and fees	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes	*
62	Parking or traffic violation fines	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes	*
63	Utility service billings and payments	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
64	Land-use permits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes . Payment	*
65	Portal or gateway solutions for acceptance and refund of ACH, credit and debit card payments, or other payment forms (Apple Pay, Google Pay, PayPal, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes	*
66	Other (explain in the comments box)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see question 59 in Table 14A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	

67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>CORE Business Technologies is a committed Customer Centric organization. From your initial formal contact with our Sales Organization to providing you with a dedicated Customer Success Manager upon contract signing to purposefully selecting your CORE Implementation Team to align with the unique needs of a given project to ensuring a seamless transition to Software Support, we are 100% focused on meeting your goals and objectives.</p> <p>Kevin Russell, our Director of Strategic Accounts, will be assigned to manage marketing and sales activities to participating entities, including customer scoping efforts, product demos, and coordinating contract negotiations. Mr. Russell, along with our executive management team, will also be responsible for managing the Sourcewell strategic relationship as a top priority channel partnership.</p> <p>Our Customer Success Manager Team will be responsible for ensuring the success of all customer engagements, including the successful delivery of all products and services to ensure we achieve the desired outcomes and address engagement priorities. Customer Success Managers will act as your advocate to provide direct oversight of joint initiatives as they work collaboratively across the CORE organization to ensure that the quality assurance testing, implementation, and deployment of any software releases, and new or ongoing projects drive the expected outcomes. Look for your Customer Success Manager to schedule Executive Business Reviews with Sourcewell to strategize on how we can deliver more value to participating entities. Customer Success Managers will also provide you with timely and transparent communication of new product features and other relevant news and information, facilitate ongoing training, provide training assets to entities and ultimately be responsible for their overall satisfaction.</p> <p>Throughout your relationship with CORE, we will track critical functional metrics and survey participating entities for feedback on interactions with the various teams across the entities. Metrics and outcomes are tracked from the kick-off of your Implementation Project. All Software Support cases offer a survey at the close. Our Customer Success Leader and Chief Operating Officer executes quarterly Client Experience Surveys who will engage directly throughout the year to provide a continuous feedback mechanism. All customer feedback is distributed across the various departments to be reviewed and operationalized.</p> <p>At CORE, we believe metrics are crucial for understanding information and essential tools in assessing if the outcomes are driving success for our customers.</p> <p>Survey metrics and other metrics tracked include but are not limited to:</p> <ul style="list-style-type: none"> • Customer Satisfaction Survey (CSAT) at various project milestones • Project Evaluations - Adherence to Project Schedule, Quality/Defect Rate, On-Time Project Delivery • CSAT with both individual and overall satisfaction with Software Support Interactions • Software Support Cases Submitted by Client, First Time Response, Time to Close • Semi-Annual Overall Customer Experience Surveys
68	Describe the types of charges that can be setup and configured within your solution (meals, fees, activities, billing, etc.).	<p>The iPayment Enterprise, Professional Edition supports the creations of Transaction Types (Charge types) through the integrated Configuration module. Transaction Types like meals, fees and various other revenue types (G/L transactions) as well as items that are billed activity (A/R transactions) are capable of being created and managed through the Configuration Module.</p> <p>Transaction Types can also be associated with the individual business unit of the Entity (Workgroup) and/or displayed at the enterprise level.</p> <p>Transaction Types can be configured for both online and for in-person activities.</p>
69	Articulate the acceptable forms of payment that your solution provides along with the applicable user interface(s).	<p>There is no limit to the types of payment accepted by iPayment. Tender types are configured by Client or CORE Administrators using the iPayment Configuration Program.</p> <ul style="list-style-type: none"> • Cash • Check Paper checks, which can be converted through check imaging equipment and sent to your bank of choice according to its ICL specified file requirements. • Credit and Debit cards (card transactions, using cards issued through VISA, MC, Discover and AMEX securely process through iPayment and our integrated PCI compliant gateway. • ACH for ecommerce transactions – the customer enters the check information on the screen and at the end of day, an ACH file is created according to the bank • Apple Pay – this is supported through the use of integrated and certified card processing terminals with NFC (near field communication) capabilities. • Samsung Pay – this is supported through the use of integrated and certified card processing terminals with NFC (near field communication) capabilities.

70	Describe the options available for creation and management of merchant accounts and their configuration.	<p>CORE's Managed Merchant Services practice supports the creation of various types of Sub-merchant accounts for Participating Entities that desire to:</p> <ul style="list-style-type: none"> a) Offset the cost of merchant service fees to their constituent through the use of a Service Fee (convenience fee), b) Absorb the cost of the merchant service fee so the constituent doesn't pay a separate fee, and c) A combination of and items and b. <p>Service Fees can be leveraged for both in-person and/or for online transactions. Those Entities desiring to charge a Service Fee for some transaction types (i.e. tax payments, etc.) versus absorbing the fee for other transactions types (i.e. permitting fees, trash tags, etc.) will be allowed to do so through the use of our Managed Merchant Services practice and the iPayment solution.</p> <p>Through the use of iPayment, Entities will have access to real time reporting at the agency, department and user level. Reports will reflect the type of revenues collected (i.e. tax, permits, fees, etc.) and by what type of payment method (e.g. cash, check, credit card, etc.). These reports can be leveraged for audit, control and reconciliation purposes.</p>
71	Describe your systems authentication method(s) for the various user communities (district, parent, customer, etc.).	<p>For the District user access (Entity staff member) Users must successfully log in with a user ID and password in order to utilize the iPayment software. Once logged in, they will only be able to utilize the functionality assigned to him via his security profile.</p> <p>iPayment's Configuration tool limits access to the solution with the configuration of security profiles. In addition, iPayment provides a standard integration to Active Directory for the purpose of authenticating users as they log into the iPayment application. Users must still be established in iPayment through the iPayment configuration module as this determines their security profile and as a result, privileges within the system. But when Active Directory is used, the iPayment password verification is skipped in favor of Active Directory. When this is used, the iPayment User ID must be configured to use the same value as Active Directory.</p> <p>This integration involves a simple verification of the user's name and password against the customer's Active Directory. In addition, it can be configured to make sure that the user is a member of a specific Active Directory group.</p> <p>For Parent access in the case of an education client, if the Entity leverages a student information system and maintains user authentication within it, then those authenticated users can be securely Transferred to iPayment for completing the registration and payment of goods and services on the students account.</p> <p>Alternatively, CORE's Third-Party Access Module allows for the creation of a profile that can integrate with the Entity's student information system or act as a standalone module. Authentication and access to the student account information would occur from within the Third-Party Access Module. Once logged in, the authenticated user will be allowed register the student for various activities in addition to pay for goods and services that are available to the student/parent online.</p>

72	Articulate your cyber security process, procedures and compliance accreditations.	<p>The Solution is PA-DSS certified. The CORE ASP offering is PCI-DSS level 1 certified . To maintain this compliance, CORE is audited to meet PCI/PA-DSS guidelines. You can find the PCI listing under company of "CORE Business Technologies" using the following link:</p> <p>https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true</p> <p>iPayment is being proposed under an ASP/hosted model. The use of CORE's ASP/Hosted model will mitigate the Entity's data security risk, reduce PCI Compliance scope and reduce the burden on Entity IT resources. CORE is responsible for the implementation and supporting the hosted platform to support the Entity 's computing requirements for this project. This approach shifts much of the technology-related implementation and post-go-live system responsibilities and management to CORE from Entity Resources thus freeing up organizational resources.</p> <p>All card accepting Merchants and Sub-merchants, regardless of size or industry, must comply with the published Card Brand rules, regulations and PCI Data Security Standards. It is CORE's obligation to assist, educate and ensure all Sub-Merchants adhere to these terms as well as ensure its Sub-Merchants are operating in a PCI compliant manner.</p> <p>CORE will complete a first draft of the Self-Assessment Questionnaire (SAQ) related to the portions of the SAQ that pertain to CORE's payment processing environment. The Participating Entity will review and complete the portions of the SAQ that pertain to it. The CORE Customer Success Manager will work closely with each Entity to complete those sections that apply directly to the Entity and lie outside of CORE's processing network.</p>
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73	Enumerate your systems integration with other systems listing systems along with method of integration.	<p>One of CORE's strengths is its ability to integrate with a variety of applications using flat files import/exports, API's and Web Services. CORE's project team has extensive experience with integration to numerous 3rd party systems. CORE's solution will provide the Entity with the most flexible approach in determining which standard data integration tool will be leveraged. Through interface development to the Entity's systems, real-time and batch updates are supported and revenue can be automatically posted to multiple revenue accounts.</p> <p>CORE's flexibility and strong integration capabilities allows our solutions to integrate seamlessly with hundreds of host applications, including common higher education solutions from Ellucian, PeopleSoft, SAP and many more, as well as legacy and proprietary-based applications. In addition, CORE's project team has extensive experience with integration to numerous 3rd party government financial systems such as Lawson, JD Edwards, PeopleSoft, SAP, Oracle, Tyler and many billing systems. Sample host billing systems include iasWorld, NextGen, SAP Utility, Oracle Fusion, Oracle EBS, PeopleSoft A/R, Accela, Cityworks, CUBS, Energov, CryWolf, Utiligy, TrakIt and many other billing systems.</p> <p>Described below are the standard integration methods available to manage inbound and outbound communication to third party systems for real-time and batch updates through the proposed iPayment Enterprise solution.</p> <ol style="list-style-type: none"> 1. PB Standard Web Service – The project baseline standard web service provides real-time integration options along with event-driven batch file delivery. Project integration developed by CORE resides within this web service allowing for management independent of the application layer. If desired, a published WSDL is provided to support customer integration development. The use of a robust XML schema provides a standard yet flexible payload definition for all methods. Customers seeking to manage or own the integration layer are empowered to perform in-house development and support to any number of back-end systems with product level support from CORE. 2. Batch Definition Configuration – Import and export batch data exchanges can be configured. Support for fixed length, delimited, and XML file types is provided. Import definitions are used to map lookup data into a relational data management system. The opportunity to define argument by field or position includes support for inquiry key assignment with unique match weighting. Weighted inquiry keys allow surfing across one or more sets on input data to join records into a consolidated inquiry response. This process can support the display of receivables owned by a single constituent across multiple AR system on a single payment page. <p>Export definitions are used to generate fixed, delimited, or XML based output files, contain one or more types of transactions and all or a subset of the transaction argument collected or displayed during processing. The delivery schedule, method, and location are configuration-driven.</p> <p>A standard XML batch update definition includes all transaction and all arguments and is used by some clients as the source file for standard batch integration to multiple back end systems.</p> <p>Project specific batch file import and export utilities are available.</p> <ol style="list-style-type: none"> 3. Secure Transfer API – When the transaction process begins or is driven from a third party system, the Secure Transfer API provides a standards-based method to securely transfer the user and/or transaction information into an active session. The completion of the transaction within iPayment addresses PCI compliance, enforces cash handling policies and results in transaction flow through the iPayment Enterprise engine providing centralized integration and audit controls. This API is also used frequently for online transaction integration with existing portals or receivable search pages for the completion of payments. <p>CORE's solution will provide the Client with the most flexible approach in determining which standard data integration tool will be leveraged and how it will be supported. There has been growing demand for a toolset like the PB Standard Web Service to allow clients the ability to retain control of the integration.</p>
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74	Describe the training provided to each user community.	<p>Onsite and webinar type training is available. Training is often adjusted based on individual project needs but the standard content generally includes the following:</p> <ul style="list-style-type: none"> - Cashier Training – This covers the fundamentals of payment processing such as start of day, posting payments and tenders and end of day. - Supervisor Training – This covers supervisory functions such as voiding, advanced end of day and reporting. - Administrator Training – This covers system configuration such as creating or resetting users, adding transaction types and establishing bank accounts. <p>CORE's goal is to help you develop a better-trained employee, faster, and at the lowest cost possible. Learning how to effectively use your new point of service system is perhaps the most important thing you can do to ensure a successful implementation and the long-term success of your application. (remove the plural) Our trainers will work closely with your team during every stage of the process, and openly share their knowledge.</p> <p>CORE's trainers ensure that you will receive not only the best software and expert implementation skills, but also more importantly, the confidence and ability to self-support your application once your implementation is complete. The success of training is assessed through a hands-on session which has each user go through a series of steps that were covered during the training session. There are expected results that each user should produce if they understood the content of the training. Please see the Attached Training document.</p>	*
75	Describe your support model and methods of communication for each user community.	<p>CORE's business philosophy is centered on providing complete, comprehensive customer support to a level that exceeds expectation ensuring that our solutions deliver value and measurable results and put client outcomes first. As a result, CORE has assembled a talented team of professionals to provide our clients a successful implementation with desired project outcomes.</p> <p>CORE's support team through facilitation of your Customer Success Manager ensures the following:</p> <p>Client Advocacy: Work collaboratively across the CORE Business Technologies organization and with the Client's designated team to insure that the products and services we deliver assist you in achieving your goals and objectives.</p> <p>Quality and Communication: Work with the Implementation and Quality Assurance teams to insure the integrity of the products and services delivered. Insure the delivery of timely and transparent communication of pertinent and relevant project information.</p> <p>Support and Training: Develop a highly customized knowledge base and support model for the participating Entity. Oversee the deployment a comprehensive training plan for the Client.</p> <p>Please see the attached Support and Escalation Policy</p>	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - WW Income Statements 2017-2019.pdf - Friday April 17, 2020 15:42:43
- [Marketing Plan/Samples](#) - CORE ~ iPayment Professional Edition - Digital Marketing.pdf - Monday April 20, 2020 13:51:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Sourcewell Pricing.pdf - Monday April 20, 2020 16:14:59
- [Additional Document](#) - Sourcewell attachments.zip - Monday April 20, 2020 14:42:15

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Participating Entities. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Participating Entities under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Saucier, CEO, Wonderware dba CORE Business Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Mon April 6 2020 11:09 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Mon March 30 2020 10:14 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Wed March 25 2020 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Thu March 19 2020 11:05 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #042020-WWR**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Wonderware, Inc. d/b/a CORE Business Technologies** (Vendor).

Sourcewell awarded a contract to Vendor to provide Fee Management and Online Payment Portal Software Solutions, to Sourcewell and its Participating Entities, effective June 4, 2020, through May 31, 2024 (Contract).

The parties agree that certain terms within the Contract will be amended and only to the extent as provided hereunder.

After Vendor submitted its original Proposal and was awarded a contract, it acquired Secure Instant Payments, and registered a Fictitious Business Name Statement with the State of Rhode Island on November 3, 2020; and

After Vendor submitted its original Proposal and was awarded a contract, it acquired eGov Strategies, and registered a Fictitious Business Name Statement with the State of Rhode Island on November 3, 2020; and

After Vendor submitted its original Proposal and was awarded a contract, it acquired Automated Merchant Systems, and registered a Fictitious Business Name Statement with the State of Rhode Island on June 17; 2021;

all collectively referred to herein as “Acquired Companies”.

The Acquired Companies offer the same solutions already included under the Contract, are consistent with Vendor’s original Proposal, and fall within scope of Sourcewell RFP #042020.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree that:

1. As of the date of this Amendment, the Acquired Companies solutions will be added to the Contract.
2. All discount levels shall remain consistent with Vendor’s original Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz, Chief Procurement Officer

Date: 1/23/2024 | 8:55 AM CST

Wonderware, Inc.
d/b/a CORE Business Technologies

DocuSigned by:
Dan Paulus
921F8F99A57B4C3...

By: _____
Dan Paulus, CEO

Date: 1/31/2024 | 6:43 AM PST