### **Solicitation Audit Checklist**

Proposal:RFP #25.11 Carpet & Resilient Flooring SolutionsAwarded Vendor(s):Hiller Commercial Floors; Mannington MillsAward Date:2/19/25Contract Number:25.11 - HCF; 25.11 - MAN

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

February 21, 2025

Legal Notice for RFP #25.10 Tracks & Courts
RFP #25.11 Carpet & Resilient Flooring

Advertised in:

Minnesota StarTribune Bismarck Tribune Argus Leader

Please print the following legal notice on Wednesdays. Dates: <u>December 26, 2024 and January 2, 2025</u>

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resilient Flooring.

Solicitation documents may be obtained on January 3, 2025 and by registering for free with **CPC on Public Purchase (www.publicpurchase.com)**.

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on February 3, 2025.** Late proposals will not be considered.

Please bill:

Cooperative Purchasing Connection/Lakes Country Service Cooperative Attn: Lori Mittelstadt 1001 E Mount Faith Fergus Falls, MN 56537 218-737-6532

Thank You.

February 21, 2025

Legal Notice for RFP #25.10 Tracks & Courts RFP #25.11 Carpet & Resilient Flooring

### Advertised in:

Fargo Forum

Please print the following legal notice on Wednesdays. Dates: <u>January 8 and January 15, 2025</u>

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resilient Flooring.

Solicitation documents may be obtained by registering for free with **CPC on Public Purchase (www.publicpurchase.com)**.

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on February 3, 2025.** Late proposals will not be considered.

Please bill:

Cooperative Purchasing Connection/Lakes Country Service Cooperative Attn: Lori Mittelstadt 1001 E Mount Faith Fergus Falls, MN 56537 218-737-6532

Thank You.

## South Dakota GANNETT

PO Box 630567 Cincinnati, OH 45263-0567

### **AFFIDAVIT OF PUBLICATION**

Cooperative Purchase, Lori Mittelstadt Lakes Country Service Cooperative 1001 E Mount Faith AVE Fergus Falls MN 56537-2375

### STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

12/26/2024, 01/02/2025

and that the fees charged are legal. Sworn to and subscribed before on 01/02/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$24.56

Tax Amount:

\$0.00

**Payment Cost:** 

\$24.56 10854818

# of Copies:

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Order No:

1248830

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PO#:

LABD0207642

### THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS Notary Public State of Wisconsin RFP 25.10 & RFP 25.11 Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resitient Flooring.

Solicitation documents may be obtained on January 3, 2025 and by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on February 3, 2025. Late proposals will not be considered.

Published December 26, January 2 2025, at the total approximate cost of 24.56 and may be viewed free of charge at www.sdpublicnotices.com

LAB D0207642



### **AFFIDAVIT OF PUBLICATION**

State of Florida, County of Broward, ss:

Laquansay Nickson Watkins, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

### **PUBLICATION DATES:**

Dec. 26, 2024, Jan. 2, 2025

NOTICE ID: GylSITWicgefC6sp35IS PUBLISHER ID: COL-ND-0819

NOTICE NAME: Bismarck Tribune 25.10 & 25.11

Publication Fee: \$103.50

Signed) Lagransay Wickson Warleins

### **VERIFICATION**

State of Florida County of Broward

Subscribed in my presence and sworn to before me on this: 01/02/2025

lotary Public - State of Florida

Commission # HH269383

& Smith

Notary Public

Notarized remotely online using communication technology via Proof.

### RFP 25.10 & RFP 25.11

Legal Notice for RFP #25.10 Tracks & Courts

RFP #25.11 Carpet & Resilient Flooring

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resilient Flooring.

Solicitation documents may be obtained on January 3, 2025 and by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on February 3, 2025. Late proposals will not be considered.

12/26, 1/2 - COL-ND-0819



ND Affidavit No. sPZBtR2Y3uX2S4mToVIK

### **AFFIDAVIT OF PUBLICATION**

State of Florida, County of Broward, ss:

Rachel Cozart, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

- 1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
- 2. The newspaper listed on the exhibit published the advertisement of: *ND Bids/Proposals Notice;* (2) time: Wednesday, January 8, 2025, Wednesday, January 15, 2025, as required by law or ordinance.
- 3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

SHERI SMITH
Notary Public - State of Florida
Commission # HH289383
Expires on May 31, 2026

Rachel Bozart

(Signed)\_

**VERIFICATION** 

State of Florida County of Broward

Subscribed in my presence and sworn to before me on this: 01/15/2025

**Smit** 

Notary Public

Notarized remotely online using communication technology via Proof.

Legal Notice for RFP #25.10 Tracks & Courts RFP #25.11 Carpet & Resilient Flooring

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resilient Flooring.

Solicitation documents may be obtained on January 3, 2025 and by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on February 3, 2025. Late proposals will not be considered. (Jan. 8 & 15, 2025)

Size:

THURSDAY, JANUARY 2, 2025

## **CLASSIFIEDS + PUBLIC NOTICES**

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Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages which may result from error or omission in or of an ad. All ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval. so subject to credit approval.

received

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propo

**Purchasing Network** 

Cooperative

Agency:

0000504623-01

### **Legal Notices**

### NOTICE OF PUBLIC HEARING **FOR PRELIMINARY PLAT &**

**CONDITIONAL USE PERMIT** You are hereby notified that a hearing will be held by the Scott County Planning Advisory Commission in the County Board Room 226 of the Scott County Government Center East (located on the second floor of the east huilding) second floor of the east building), 200 Fourth Avenue West, Shakopee, Minnesota on the date/ time listed below:

time listed below: Monday, January 13, 2024 at 6:30 PM PURPOSE OF HEARING: To consider application for Preliminary Plat and Conditional Use Permit of Dem-Con HZI BioEnergy, LLC (#Pl 2024-004)

Con HZI BioEnergy, LLC (#PL2024-004)
SUBJECT SITE LOCATION:
P/O SE '4 Section 28 Twp 115 Range
23 lying east of Red Rock Drive and north of 147th Street West
Property Address:
14627 Red Rock Drive
REQUESTED ACTION: Preliminary
Plat of Red Rock Industrial Park and Conditional Use Permit to
Operate an Anerobic Digester

Operate an Anerobic Digester The agenda and further informa

The agenda and further information regarding the hearing will be available, after 1/2/25 on the Scott County website www. scottcountymn.gov . Once on the website, please go to Government, then County Board Agendas and Minutes, scroll down or use Search to locate the Planning Advisory Commission Meeting, then click on the meeting name or the download button for the 1/13/25 meeting packet. ing packet. Individuals may also contact Plan-

ning Staff, Greg Wagner on this project prior to the meeting date by email: gwagner@co.scott.mn. us or by phone: 952-496-8360

NOTICE OF PUBLIC HEARING FOR **REZONING & PRELIMINARY PLAT** REZONING & PRELIMINARY PLAI
You are hereby notified that a
hearing will be held by the Scott
County Planning Advisory Commission in the County Board Room
226 of the Scott County Government Center East (located on the
second floor of the east building),
200 Fourth Avenue West,
Shakoppe, Minnesota on the date/
time listed below:
Monday Lanuary 13, 2024

time listed below: Monday, January 13, 2024 at 6:30 PM PURPOSE OF HEARING: To consider application for Rezoning & Prelimi-nary Plat of Riesgraf Farm No. 2

SUBJECT SITÉ LOCATION:Outlot B.

SUBJECT SITE LOCATION:Outlot B, Riesgraf Farm Parcel ID: 090830030 REQUESTED ACTION: Rezoning of 1 8.48 acres from Agricultural Preservation Density, A-3, to Transition Reserve Cluster, TR-C, and Preliminary Plat and Final Plat of Riesgraf Farm No. 2 Consisting of One Lot and Two Outlots on 18.48 Acres. The agenda and further information regarding the hearing will be

The agenda and further information regarding the hearing will be available, after 1/2/25 on the Scott County website www. scottcountymn.gov. Once on the website, please go to Government, then County Board Agendas and Minutes, scroll down or use Search to locate the Planning Advisory Commission Meeting, then click on the meeting name or the download button for the 1/13/25 meetload button for the 1/13/25 meet-

load button for the 1/13/25 meeting packet.
Individuals may also contact Planning Staff, Nathan Hall on this project prior to the meeting date by email: nahall@co.scott.mn.us or by phone: 952-496-8892.

### **NOTICE OF PUBLIC HEARING** FOR VARIANCE

You are hereby notified that a hearing will be held by the Scott County Board of Adjustment in the County Board Room 226 of the Scott County Government Center East (located on the second floor East (located on the second floor of the east building), 200 Fourth Avenue West, Shakopee, Minnesota on the date/time listed below: Monday, January 13, 2024 at 6:30 PM PURPOSE OF HEARING: To consider application for Variance of Dem-Con HZI Bioenergy, LLC (#PJ 2024-073)

(#PL2024-073) SUBJECT SITE LOCATION:

P/O SE <sup>1</sup>4 Section 28 Twp 115 Range 23 lying east of Red Rock Drive and north of 147th Street West Property Address: 14627 Red Rock

Drive REQUESTED ACTION: Variance from the maximum 45-foot Struc-ture Height to 70-feet to Install an Air Quality Control System. The agenda and further informa-The agenda and further information regarding the hearing will be available, after 1/2/25 on the Scott County website www. scottcountymn.gov . Once on the website, please go to Government, then County Board Agendas and Minutes, scroll down or use Search to locate the Board of Adjustment Meeting, then click on the meeting name or the download button for the 1/13/25 meeting packet.

ing packet.
Individuals may also contact Planning Staff, Greg Wagner on this project prior to the meeting date by email: gwagner@co.scott.mn. us or by phone: 952-496-8360.

### CITY OF CHAMPLIN NOTICE OF PUBLIC HEARING BEFORE THE CHAMPLIN

Notice is hereby given that the City of Champlin City Council will hold a public hearing on Monday, January 13, 2025, at 7 p.m. or shortly thereafter in the City Council Chambers (Champlin City Hall) located at 11955 Champlin Drive, Champlin, MN 55316. The public hearing is to review a request from the City of Champlin for an interim ordinance placing a six-month moratorium on residential housing developments on 19.5 acres of property generally located in the City's northwest area and south of French Lake Road. and south of French Lake Road. The properties are addressed as 10785, 10805, 10951, 10975 and 11085 French Lake Road.

All interested parties are invited to attend and be heard. For more information, contact Scott Schulte, Community Development Director at 763-923-7102 or schulte@ci.

January

### **Proposals for Bids**

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.10 Tracks & Courts and RFP #25.11 Carpet & Resilient Flooring.

Solicitation documents may be tained on January 3, 2025 and registering for free with CPC Public Purchase (ww publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on February 3, 2025. Late pro-posals will not be considered.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.9 School Bus-& Related Products, Services

Solicitation documents may be obtained on January 3, 2025 and by registering for free with CPC on Public Purchase (www. publicpurchase.com).

Proposals must be uploaded to Public Purchase before 1:00 p.m. CT on January 23, 2025. Late pro-posals will not be considered.

### 107 Home & Commercial Services

PAINTING - G.R.'s Painting

### PAYING CASH (no check)

for gold/10k, 14k, 18k, 22k & dental, silver, silver coin. sterling flatware, diamonds, Rolex, highend watches, QVC/HSN, antique jewelry, collectibles, old comics & baseball cards, etc. We make house calls or our office. 45 yrs bus. BBB-A+/WCCO #1 Appraiser/5 Stars. Call for free advice & appointment. 9am-9mm/7 days a pointment. 9am-9pm/7 days a week. Mark & Susan 612-802-9686

Power Chair and Scooter for Sale call or text the phone number below. \$800.00 612-430-4209

395 Misc. For Sale & Wanted

### **PINBALL MACHINES WANTED**

Any condition. Can pick up 40+ yrs exp. 612-747-8458 www.juliespinball.com

### Dogs

Boykin Spaniel Puppies Boykins are awesome hunters/family pets. 1st shot, vet checked and dewormed. Willing to meet for delivery. 701-381-8822 \$1,200.00

**Brittany Spaniel Puppies** Ready to go. Vet Chkd. 1st and 2nd Shots Org/White, Blk/White Great Hunters, Family Pets 320-815-9625

**GOLDEN RETRIEVER AKC PUPS!** Shots, dewormed, vet chkd. Read \$595 Greenwood, WI. **715-267-3271 GOLDEN RETRIEVER PUPS** Male & female, sire & dam AKC. Ready 2/10. Shady Oak Retrievers 612-384-9693 **Great Dane Puppies** READY TO GO. AKC registered. Starting at \$1,000.00 320-296-4264

Havanese 10 wk old puppies, vacc wormed, family raised, 1 yr health guarantee \$600.00 507-951-7417

Labrador Puppies AKC Quality Bloodlines. Family Raised with TLC. Vet checked, shots & dewormed. 715-410-7874

**Labs, Chocolate AKC** Full Registration. First shots. Wormed. Dews removed. Vetted. Excellent Bloodline \$1,000.00 320-360-1963

PORTIDOODLES MINI & SHEEPADOO-DLES MINI 20-25lbs as adults w/doodle curls & hlth guar. Delivery avl. USDA cert, Wis Lic, Vet Verified. 715-415-4401 DoodleDogHill.com

SHIH TZU PUPS Purebred, 10 wks AKC parents. 1st shots, vet chkd. \$750. M/F Owatonna. 763-310-5780

TEDDY BEAR PUPS Tiny, non-shed \$595. MINI DACHSHUND PUPS \$895. Vaccinated, health guarantee. Ready 12/20. Can hold for Xmas. De-livery possible. 608-632-7433

WELSH CORGI PUPPIES ACA Reg. Shots UTD. Beautiful markings. Ready 12/22. \$450/ea. **715-316-3627 YORKIE PUPPIES** DOB 11/4. Rehoming to forever homes. \$700/bo. 218-407-3867 Will travel.

Horses & Livestock

WANTED: BUTCHER COWS, BULLS, & FATS Thin, lame, foundered, lu horses & mules. 320-894-7175

### Vacation Guide

Surprise, AZ Senior monthly RENTAL 2 bed/bath. ESCAPE THE COLD! The Grand is an upscale retirement com munity with outstanding amenities. 22 Pickleball courts \$3,000.00 507-



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the law. All dwellings advertised in the Star Tribune publications are available on an equal opportunity basis. Mpls. Civil Rights 612-673-3012

### MN Human Rights 651-296-5663 Rental Home Line 612-728-5767

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### Mortgage Foreclosures

NOTICE OF MORTGAGE FORE-**CLOSURE SALE** 

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: April

DATE OF MORTGAGE: April 24, 2000

MORTGAGOR: Dianne C. Brickley FKA Dianne C. Hirsch and Patrick M. Brickley, wife and husband. MORTGAGEE: JPMorgan Chase Bank, National Association successor by merger with Bank One, N.A. DATE AND PLACE OF RECORDING: Recorded May 26, 2000 Hennepin County Recorder, Document No. 7303274, as corrected by Corrective Mortgage Recorded July 31, 2000 as Document No. 7331324 and amended by Document Recorded November 16, 2018 as Document No. A10611619. ASSIGNMENTS OF MORTGAGE: SIGNMENTS OF MORTGAGE:

NONE
TRANSACTION AGENT: NONE
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER
ON MORTGAGE: NONE
LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON
MORTGAGE: Bank One, N.A.
RESIDENTIAL MORTGAGE
SERVICER: JPMorgan Chase Bank,
National Association

National Association MORTGAGED PROPERTY DRESS: 5514 Spruce Road, Mound, TAX PARCEL I.D. #: 13-117-24-32-

0038
LEGAL DESCRIPTION OF PROPERTY: Lots 17, 18, 38, 39, and the Southwest 1/2 of Lot 40, adjoining Lot 39, having 20 feet fronting on Chipman Avenue and 20 feet along the rear line of said Lot 40, from the most Northerly corner of Lot 39, all in Block 2, Lake Side Park; AL. Crocker's 1st Division, Mound, Minnetonka, Hennepin County, Minnesota.

COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$60,000.00 ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$60,000.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$56,868.90

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee compiled with all notice. Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said

nortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as

above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: February 18, 2025 at 11:00 AM
PLACE OF SALE: Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. \$580.07.
TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated.

mortgagor(s) must vacate the prop-erty if the mortgage is not reinstated under section 580.30 or the properunder section 580.30 or the property is not redeemed under section 58 0.23 is 11:59 p.m. on August 18, 2025, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA-GOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE SIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS; THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: December 20. 2024

Dated: December 20, 2024 JPMorgan Chase Bank, National

Association
Mortgagee/Assignee of Mortgagee
LIEBO, WEINGARDEN, DOBIE &
BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee
of Mortgagee
4500 Park Glen Road #300
Minneapolis, MN 55416
(952) 925-6888
30 - 24-006980 FC
IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

. 1/9, 1/16, 1/23, 1/30, 2/6/25 Star Tribune

### NOTICE OF MORTGAGE FORE-

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE DRIGHNAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortage: the following described mortgage DATE OF MORTGAGE: August

2019 MORTGAGOR: Nicholas John Bur-MORTGAGUR: NICROIAS JOHN BUrrows, an unmarried man.
MORTGAGEE: Mortgage Electronic
Registration Systems, Inc., as nominee for TruStone Financial Federal
Credit Union, its successors and assigns

signs.
DATE AND PLACE OF RECORDING. DATE AND PLACE OF RECORDING: Filed September 10, 2019, Hennepin County Registrar of Titles, Document No. T05643666 on Certificate of Title No. 1491204. ASSIGNMENTS OF MORTGAGE: Assigned to: U.S. Bank National Association. Dated July 20, 2022 Filed July 21, 2022, as Document No. 5960973. Said Mortgage being upon Regis-

tered Land.
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER
ON MORTGAGE: 1013309-

ON MURITARDE: 10 13009-0000012224-0 LENDER OR BROKER AND MORT-GAGE ORIGINATOR STATED ON MORTGAGE: Trustone Financial Federal Credit Union RESIDENTIAL

SERVICER: U.S. Bank National Association sociation
MORTGAGED PROPERTY ADDRESS: 1900 Stevens Avenue #31,
Minneapolis, MN 55403
TAX PARCEL I.D. #:
2702924430156
LEGAL DESCRIPTION OF PROPERTY: Unit No. 31, Condominium No.
257, 1900 Stevens Condominium, a
condominium located in the County

condominium located in the County of Hennepin, Minnesota. COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF UNIGINAL FRINCIPAL AMUUNI OF MORTGAGE: \$111,1550.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$114,919,25 That prior to the commencement of this mortgage foreclosure proceed-ing Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise

to recover the debt secured by said

### Mortgage Foreclosures

mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as

solid by the Sale than 19 sale county as follows:
DATE AND TIME OF SALE: February 27, 2025 at 11:00 AM
PLACE OF SALE: Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. YIME AND DATE TO VACATE PROP-

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 58 0.23 is 11:59 p.m. on August 27, 2025, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. duced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORT-

MUNITURA SUNTA STATE LEASED FROM FINANCIAL OBLIGATION ON MORT-GAGE: None "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA-GOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

DONED."
Dated: December 23, 2024
U.S. Bank National Association
Mortgagee/Assignee of Mortgagee
LIEBO, WEINGARDEN, DOBIE &
BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416

(952) 925-6888 19 - 24-007098 FC IN THE EVENT REQUIRED BY FED-ERAL LAW: THIS IS A COMMUNI-CATION FROM A DEBT COLLEC-TOR. /2, <u>1</u>/9, 1/16, 1/23, 1/30, 2/6/25

NOTICE OF MORTGAGE FORE-CLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortage: the following described mortgage: DATE OF MORTGAGE: January

2018 MORTGAGOR: Billi Jo Stevenson and Danny D. Stevenson, spouses married to each other. MORTGAGEE: Mortgage Electronic Registration Systems, Inc. as nominee for Bell Bank its successors and

nee for Bell Bank its successors and assigns.
DATE AND PLACE OF RECORDING: Recorded January 24, 2018 Sherburne County Recorder, Document No. 851237.
ASSIGNMENTS OF MORTGAGE: Assigned to: PennyMac Loan Services, LLC. Dated January 16, 2020 Recorded January 16, 2020, as Document No. 885425.
TRANSACTION AGENT: Mortgage TRANSACTION AGENT: Mortgage

TRANSACTION AGENT'S MORT-TRANSACTION AGENT'S MORT-GAGE IDENTIFICATION NUMBER ON MORTGAGE: 1010104-1000032377-9
LENDER OR BROKER AND MORT-GAGE ORIGINATOR STATED ON MORTGAGE: Bell Bank RESIDENTIAL MORTGAGE
SERVICER: PennyMag Loan Serv-SERVICER: PennyMag Loan Serv-SERVICER: PennyMac Loan Serv-

Electronic Registration Systems

SERVICER: PennyMac Loan Services, LLC
MORTGAGED PROPERTY ADDRESS: 10863 208th Avenue Northwest, Elik River, MN 55330
TAX PARCEL I.D. #: 75-00114-3103
LEGAL DESCRIPTION OF PROPERTY: The West Half of the Northeast
Quarter of the Northeast Quarter of Quarter of the Northeast Quarter of the Southwest Quarter of Section 14, Township 33, Range 26, Sherburne County, Minnesota. COUNTY IN WHICH PROPERTY IS LOCATED: Sherburne ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$265,475.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$250,805.25 That prior to the commencement of

BY MORTGAGEE: \$250,805.25
That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: January 28, 2025 at 10:00 AM 28, 2025 at 10:00 AM
PLACE OF SALE: Sherburne County
Courthouse, 13880 Business Center
Dr. NW., Suite 100, Elk River, MN
55330 to pay the debt then secured
by said Mortgage, and taxes, if any,
on said premises, and the costs and
disbursements, including attorneys'
fees allowed by law subject to redemption within six (6) months from
the date of said sale by the the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN

Stat. §580.07. `´ TIME AND DATE TO VACATE PROP-TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 58 0.23 is 11:59 p.m. on July 28, 2025, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032.

MORTGAGOR(S) RELEASED FROM

Weeks Unider Min Stat. Secs. 560.07 or 582.032.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE:None
"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR. THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

PRODUCTION, AND ARE ABANDONED."
Dated: November 25, 2024
PennyMac Loan Services, LLC
Mortgagee/Assignee of Mortgagee
LIEBO, WEINGARDEN, DOBIE &
BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee
of Mortgagee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888

IN THE EVENT REQUIRED BY FED-ERAL LAW: THIS IS A COMMUNI-CATION FROM A DEBT COLLEC-TOR. 12/12, 12/19, 12/26/24, 1/2, 1/9/25 Star Tribune

### **Mortgage Foreclosures**

NOTICE OF MORTGAGE FORE-**CLOSURE SALE** CLOSURE SALE
THE RIGHT TO VERIFICATION OF
THE DEBT AND IDENTITY OF THE
ORIGINAL CREDITOR WITHIN THE
TIME PROVIDED BY LAW IS NOT
AFFECTED BY THIS ACTION.
NOTICE IS HEREBY GIVEN, that default has occurred in the conditions
of the following described mortname:

gage: Mortgagor:Alandra Banaei, A Single Person and Joshua Olafson, A Sin-gle Person, As Joint Tenants

gle Person, As Joint Tenants
Mortgagee: Mortgage Electronic
Registration Systems, Inc., as
mortgagee, as nominee for Fairway
Independent Mortgage Corporation,
its successors and assigns
Dated: June 1, 2017
Recorded: June 26, 2017
Ramsey County Recorder Document
No. A04664289
Assigned To: U.S. Bank National
Association Assigned T Association

Dated: August 18, 2020 Recorded: August 19, 2020 Ramsey County Recorder Document No. A04828057 No. A04626037 Transaction Agent: Mortgage Electronic Registration Systems, Inc. Transaction Agent Mortgage Identification Number: 100392411201989590

Incaton 100392411201989590
Lender or Broker: Fairway Independent Mortgage Corporation Residential Mortgage Servicer: U.S. Bank National Association Mortgage Originator: Fairway Independent Mortgage Corporation LEGAL DESCRIPTION OF PROPERTY: THE NORTH 82 FEET OF THE SOUTH 276 FEET OF THE EAST 167 FEET OF THE EAST 47 FEET OF THE EAST 167 FEET OF THE EAST 8 ACRES OF NORTHEAST QUARTER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 29, RANGE 23, RAMSEY COUNTY, MINNESOTA This is Abstract Property.

SEY COUNTY, MINNESOTA
This is Abstract Property.
TAX PARCEL NO.: 152923310103
ADDRESS OF PROPERTY:
1821 Hamline Ave N
Falcon Heights, MN 55113
COUNTY IN WHICH PROPERTY IS
LOCATED: Ramsey
ORIGINAL PRINCIPAL AMOUNT OF
MORTGAGE: \$257,734.00
AMOUNT DUE AND CLAIMED TO
BE DUE AS OF DATE OF NOTICE:
\$273,563.84
That prior to the commencement of

That prior to the commencement of That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage or any part thereof such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatis-

fled, in whole or in part;
PURSUANT to the power of sale
contained in said mortgage, the
above described property will be
sold by the Sheriff of said county as
follows:

DATE AND TIME OF SALE: February 19, 2025, 10:00 AM
PLACE OF SALE: Sheriff's Office, Civil Process Unit, 360 Wabasha St N., Suite 111, St. Paul, MN 55102-1418 to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to refees allowed by law subject to re-demption within 6 Months from the date of said sale by the mortgagor(s), their personal repremortgagor(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is August 19, 2025 at 11:59 p.m. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA-GOR, THE MORTGAGOR'S PER-GOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG O'THER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION. AND ARE ABAN-PRODUCTION, AND ARE ABAN-DONED

Dated: December 18, 2024 U.S. Bank National Association, Asnee of Mortgagee HALLIDAY, WATKINS & MANN,

P.C. Attorneys for: U.S. Bank National Association, Assignee of Mortgagee 1333 Northland Drive, Suite 205 Mendota Heights, MN 55120 801-355-2886 651-228-1753 (fax)

THIS COMMUNICATION IS FROM A
DEBT COLLECTOR ATTEMPTING
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE MN21177.

12/26/24, 1/2, 1/9, 1/16, 1/23, 1/30/25 Star Tribune

### NOTICE OF MORTGAGE FORE-CLOSURE SALE

CLUSURE SALE
THE RIGHT TO VERIFICATION OF
THE DEBT AND IDENTITY OF THE
ORIGINAL CREDITOR WITHIN THE
TIME PROVIDED BY LAW IS NOT
AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: June 21

2022 MORTGAGOR: Kimberly Ann Roden, a single person, as Sole Ownership. MORTGAGEE: Wells Fargo Bank, N. DATE AND PLACE OF RECORDING: Recorded July 10, 2022 Scott County Recorder, Document No. A1159899.

County Recorder, Document No. A1159899.
ASSIGNMENTS OF MORTGAGE: Assigned to: Specialized Loan Servicing LLC n/k/a NewRez LLC dba Shellpoint Mortgage Servicing as successor by merger. Dated July 7, 2023 Recorded July 22, 2023, as Document No. A1176753.
TRANSACTION AGENT: NONE TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Wells Fargo Bank, N.A. RESIDENTIAL MORTGAGE SERVICER: NewRez LLC d/b/a Shellpoint Mortgage Servicing MORTGAGED PROPERTY ADDRESS: 2321 Ponds Way, Shakopee, MN 55379
TAX PARCEL 1.D. #: 272970090
LEGAL DESCRIPTION OF PROPERTY: LOT 9, BLOCK 1, PHEASANT RUN THIRD ADDITION, ACCORDING TO THE RECORDED PLAT THERE-OF, SCOTT COUNTY, MINNESOTA.

RUN THIRD ADDITION, ACCORDING
TO THE RECORDED PLAT THEREOF, SCOTT COUNTY, MINNESOTA.
COUNTY IN WHICH PROPERTY IS
LOCATED: Scott
ORIGINAL PRINCIPAL AMOUNT OF
MORTGAGE: \$277,000.00
AMOUNT DUE AND CLAIMED TO
BE DUE AS OF DATE OF NOTICE,
INCLUDING TAXES, IF ANY, PAID
BY MORTGAGEE: \$286,711.60
That prior to the commencement of
this mortgage foreclosure proceeding Mortgagee/Assignee of
Mortgagee complied with all notice
requirements as required by statute;
That no action or proceeding has That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows: follows:
DATE AND TIME OF SALE: March 4,
2025 at 10:00 AM
PLACE OF SALE: Sheriff of Scott
County, Civil Unit, 301 South Fuller
Street, Shakopee, MN to pay the
debt then secured by said Mortgage, and taxes, if any, on said
premises, and the costs and dispursements including attorneys?

bursements, including attorneys

### Mortgage Foreclosures

THE MINNESOTA STAR TRIBUNE • C5

fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. `´ TIME AND DATE TO VACATE PROP-TIME AND DATE TO VACATE PROP-ERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the prop-erty if the mortgage is not reinstated under section 580.30 or the proper-ty is not redeemed under section 58 0.23 is 11:59 p.m. on September 4, 2025, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and un-

case it is the next weekday, and un-less the redemption period is re-duced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORT-FINANCIAL OBLIGATION ON MORT-GAGE: None
"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGA-GOR, THE MORTGAGOR," PER-SONAL REPRESENTATIVES OR ASIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING. AMONG OTHER STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

DONED."
Dated: December 17, 2024
NewRez LLC dba Shellpoint Mortgage Servicing
Mortgagee/Assignee of Mortgagee
LIEBO, WEINGARDEN, DOBIE &
BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee
of Mortgagee

of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888

164 - 24-006105 FC IN THE EVENT REQUIRED BY FED-ERAL LAW: THIS IS A COMMUNI-CATION FROM A DEBT COLLEC-TOR. 1/2, 1/9, 1/16, 1/23, 1/30, 2/6/25 Star Tribune

NOTICE OF MORTGAGE FORE-CLOSURE SALE CLOSURE SALE
THE RIGHT TO VERIFICATION OF
THE DEBT AND IDENTITY OF THE
ORIGINAL CREDITOR WITHIN THE
TIME PROVIDED BY LAW IS NOT
AFFECTED BY THIS ACTION.
NOTICE IS HEREBY GIVEN, that default has occurred in the conditions
of the following described mortorage:

gage: Mortgagor:Terrance Kashmark and Mortgagor: Terrance Kashmark and Kari Kashmark, Husband and Wife Mortgagee: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Wintrust Mortgage, a division of Barrington Bank and Trust Co., N.A., its successors and assigns Dated: July 28, 2016 Recorded: August 2, 2016 Wright County Recorder Document No. A1320997 Assigned To: Freedom Mortgage

Assigned To: Freedom Mortgage Corporation

Dated: October 4, 2022 Recorded: October 4, 2022 Wright County Recorder Document No. A1518241 NO. A 15 16241 Transaction Agent: Mortgage Electronic Registration Systems, Inc. Transaction Agent Mortgage Identification Number:

Transaction Agent Mortgage Identification
100031200012909823
Lender or Broker: Wintrust Mortgage, a division of Barrington Bank and Trust Co., N.A.
Residential Mortgage Servicer: Freedom Mortgage Corporation
Mortgage Originator: Wintrust Mortgage, a division of Barrington Bank and Trust Co., N.A.
LEGAL DESCRIPTION OF PROPERTY: Lot 8, Block 2, The Fields of St Michael, Wright County, Minnesota This is Abstract Property.
TAX PARCEL NO.: 114-251-002080
ADDRESS OF PROPERTY:
11429 17th PI Ne
Saint Michael, MN 55376
COUNTY IN WHICH PROPERTY IS
LOCATED: Wright
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$229,520.00

MORTGAGE: \$229,520.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$255,878.02 That prior to the commencement of this mortgage foreclosure proceed-ing Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; requirements as required by statute; that no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been discontinued, or that an execution upon the independent of the proceeding has been discontinued, or that an execution upon the independent rendered. cution upon the judgment rendered therein has been returned unsatis-

fled, in whole or in part; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as tollows:
DATE AND TIME OF SALE: February
25, 2025, 10:00 AM
PLACE OF SALE: Sheriff's Office,
3800 Braddock Avenue NE, Buffalo,
MN to pay the debt then secured by
said Mortgage, and taxes, if any, on
said premises, and the costs and

said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to re-demption within 6 Months from the date of said sale by the mortgagor(s), their personal repremortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is August 25, 2025 at 11:59 p.m. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

FINANCIAL OBLIGATION ON MORT-GAGE: NONE
THE TIME ALLOWED BY LAW FOR
REDEMPTION BY THE MORTGA-GOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE
WEEKS IF A JUDICIAL ORDER IS
ENTERED UNDER MINNESOTA
STATUTES SECTION 582.032, DETERMINING, AMONG OTHER
THINGS, THAT THE MORTGAGED
PREMISES ARE IMPROVED WITH A
RESIDENTIAL DWELLING OF LESS
THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL
PRODUCTION, AND ARE ABANDONED.

Dated: December 20, 2024
Freedom Mortgage Corporation, Assignee of Mortgagee
By: HALLIDAY, WATKINS & MANN,

P.C.
Attorneys for: Freedom Mortgage
Corporation, Assignee of Mortgagee
1333 Northland Drive, Suite 205
Mendota Heights, MN 55120
801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A
DEBT COLLECTOR ATTEMPTING
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE.
MN21079.
1/2, 1/9, 1/16, 1/23, 1/30, 2/6/25

### 1/2, 1/9, 1/16, 1/23, 1/30, 2/6/25 Star Tribune NOTICE OF MORTGAGE FORE-CLOSURE SALE

CLOSURE SALE
THE RIGHT TO VERIFICATION OF
THE DEBT AND IDENTITY OF THE
ORIGINAL CREDITOR WITHIN THE
TIME PROVIDED BY LAW IS NOT
AFFECTED BY THIS ACTION.
NOTICE IS HEREBY GIVEN, that default has occurred in the conditions
of the following described mortgage:

of the following described inforgage:
Mortgagor:Sara A Stacy and William Stacy, Wife and Husband
Mortgagee: Mortgage Electronic
Registration Systems, Inc., as
mortgagee, as nominee for American Residential Mortgage, its successors and assigns
Dated: February 21, 2006
Filed: March 17, 2006

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### AFFIDAVIT OF PUBLICATION

### STATE OF MINNESOTA ) COUNTY OF HENNEPIN )



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

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

- 1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<b>Dates of Public</b>	cation	<u>Advertiser</u>	Account #	Order #
StarTribune	01/02/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	504553
StarTribune	12/26/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	504553

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$212.80
- 5. <u>Mortgage Foreclosure Notices</u>. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.	
Terri Swanson	
Subscribed and sworn to before me on:	01/02/2025
DIANE E RAK KLESZYK Notary Public Minnesota My Commission Expires January 31, 2027	

**Notary Public** 

From: Public Purchase
To: Amy Lohse

Cc: <u>Jane Eastes; Melissa Mattson; Joni Puffett</u>

Subject: [External]Release Successful on Bid RFP #25.11 - Carpet and Resilient Flooring Solutions

**Date:** Friday, January 3, 2025 12:15:09 PM

Amy Lohse:

Bid "RFP #25.11 - Carpet and Resilient Flooring Solutions" Status: Release Successful on Jan 3, 2025 12:15:00 PM CST

You can check the released bid by going to the following address: <a href="http://www.publicpurchase.com/gems/bid/bidView?bidId=195819">http://www.publicpurchase.com/gems/bid/bidView?bidId=195819</a>

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

Thank you for using Public Purchase.

MK = 02qGhzzgoR0QH6Y4Xf0C3Q ==

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



# Proposals Requested by the: **Cooperative Purchasing Connection**

# RFP 25.11 – Carpet & Resilient Flooring Solutions

CPC is seeking to collaborate with an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality carpet, resilient flooring, accessories and installation services, at consortium level discounted pricing. A Supplier shall be able to provide product only, installation only, or a turnkey solution of both product and installation.

Due: 10:00 a.m. CT on February 3, 2025

Suppliers will submit questions and proposals online via Public Purchase (<u>www.publicpurchase.com</u>)

**RFP Facilitator:** 

Amy Lohse Procurement Specialist Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune
www.purchasingconnection.org

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- II. Solicitation Description
- III. Responding Minimum Qualifications
- IV. General Specifications
- V. Technical Specifications
- VI. Pricing
- VII. Design Layout and/or Installation Instructions
- VIII. Ordering Methods
- IX. Freight & Delivery
- X. Payment
- XI. Advertising & Marketing
- XII. Timeline
- XIII. Non-Required Conference Call
- XIV. Method of Evaluation
- XV. Solicitation and Submittal Procedures
- XVI. Solicitation Terms and Conditions
- XVII. Appendix A: New Award Onboarding Checklist

### I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, tribal nations, government agencies, public and non-public educational agencies, colleges, universities, nonprofit (501(c)(3)) organizations, and other entities contracted on behalf of an agency.

Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

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

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

### **II. Solicitation Description**

CPC is seeking to award to an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broadline of quality carpet, resilient flooring, accessories and installation services, at consortium level discounted pricing. A Supplier shall be able to provide product only, installation only, or a turnkey solution of both product and installation. A qualified Supplier shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Carpet and resilient flooring solutions may include, but not be limited to the following categories:

- 1. Carpet
  - a. Broadloom carpets; direct glued, stretched-in (with cushion underlay).
  - b. Carpet tile; fully adhered with edges and grid adhering.
- 2. Resilient sheet, tile, and base flooring.
  - a. Vinyl composition tile (VCT).
  - b. Vinyl sheet flooring.
  - c. Solid vinyl tile.
  - d. Luxury vinyl tile (LVT).
  - e. Linoleum.
  - f. Rubber.
  - g. Stair accessories.
- 3. Accessories (adhesives, wall base, moldings, transition strips, etc.).
- 4. Installation and related services.
- 5. Removal of existing systems and legal disposal of flooring removed.

a. When directed, flooring materials are to be salvaged for reuse by the participating agency, or disposed of properly according to state and federal recycling laws.

A highly qualified Supplier is one that can provide a comprehensive catalog of offerings, ensuring a wide range of options that meet the diverse needs of participating agencies.

CPC reserves the right to award this solicitation to one or more Suppliers based on evaluation factors and the greatest benefit for all participating agencies. Manufacturers may respond directly and <u>will be required to identify regional suppliers</u> to execute the contract. Designated suppliers must adhere to the terms outlined in this solicitation.

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

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

Suppliers who meet any or all of the mentioned above must complete the required documents to be considered a responsive and responsible Supplier.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from 2021 through 2024, CPC participating agencies have purchased approximately \$7.6 million of carpet and resilient flooring solutions. All quantities or dollar values listed within this solicitation are estimates.

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

- 1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
- 2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.
- 3. If actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates.

By submitting a response, the Supplier acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

### III. Responding Minimum Qualifications

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

Responding Suppliers must communicate and demonstrate their experience, ability, capacity, and available resources to provide products and/or services to participating agencies as described in this solicitation. CPC reserves the right to accept or reject any Supplier's proposal failing to demonstrate their abilities or

capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

### IV. General Specifications

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

- 1. The Supplier must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, back-ordered, or partially filled are not considered filled items when calculating this service level.
- 2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
- 3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
- 4. All equipment, supplies, parts, products, etc. will meet applicable current industry standards and health and safety standards.
- 5. Recalls.
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
- 6. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

### V. Technical Specifications

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

### **Equipment and Supplies:**

- 1. Packaging and packing materials, if not specifically states must confirm to commercial practices to ensure delivery in good condition.
- 2. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods. Suppliers must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the supplier.
- 3. All flooring must meet or exceed the following:
  - a. ASTM D 2859 Standard Test Method for Ignition Characteristics or Finished Textile Floor Covering Materials; 2001.
  - b. ASTM E 84/NFPA 253 Standard Test Method for Surface Burning Characteristics of Building Materials; 2001.
  - c. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2000.

- d. Meet at 450 or less with ASTM E 662/NFPA 258 Standard Test Method for Smoke Density, if applicable.
- e. FSCI-150; SD-150 when tested in accordance with CAN/ULC S102.2 Standard Test Method for Flame Spread Rating and Smoke Development, if applicable.
- f. CRI 104 Standard for Installation of Commercial Textile Floorcovering Materials.
- g. All carpeted flooring, adhesives and cushion must meet the Carpet and Rug Institute's (CRI) Green Label and Green Label Plus standards that serve as the benchmark for low volatile organic compound (VOC) emissions for indoor air quality (IAQ).
- h. All resilient flooring must be certified to meet either GREENGUARD Children & Schools Certification or Resilient Floor Covering Institute (RFCI) Floor Score Standard. GREENGUARD gives assurance that products designed for use in indoor spaces meet strict chemical emissions limits, which contribute to the creation of healthier interiors.
- All adhesives must be certified to meet either GREENGUARD Children & Schools Certification or Carpet and Rug Institute (CRI) Green Label Plus Standard.
- j. ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile.
- k. ASTM F 1303 Standard Specification for Vinyl Sheet Floor Covering with Backing.
- l. ASTM F 1344 Standard Specification for Rubber Floor Tile.
- m. ASTM F 1066 Standard Specification for Vinyl Composition Floor Tile.
- n. ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
- o. ISO 10582 Resilient floor covering Heterogeneous polyvinyl chloride floor covering.
- p. ISO 10595 Resilient floor coverings Semi-flexible/vinyl composition (VCT) floor tiles.
- q. FS RR T 650 Treads, Metallic and nonmetallic, Skid Resistant; Federal Specifications and Standards Revisions.

### 4. Carpet.

- a. All carpet submitted must be certified gold level product or higher.
- b. All broadloom carpet must have a high performance upgraded backing system.
- c. All carpet shall be of commercial grade; 5,000 oz./cu. ft. or higher.
- d. All carpet must be composed of Type 6.0 or Type 6.6 upgraded nylon or better.
- e. All carpet shall be varn dyed or solution dyed for the most stain resistant product.
- f. Solution dyed fibers with permanent anti-microbial properties are required for use in health-related installations when testes as installed. Results of carpets tested according to the procedures outline in AATCC 174 and AATCC 130 are to be included. Only carpet that shows a 90% reduction in bacterial growth after 24 hours and no visible fungal activity after three (3) days will be offered to participating agencies.
- g. Nylon fibers are to be treated with fluorochemical treatments applied during the final manufacturing process. Documentation must be provided for any treatment offered.

### 5. Chemicals.

- a. Certify that all chemicals used during the installation process and that you may recommend for future maintenance will have low toxicity and low volatile organic compounds (VOCs). A lower VOC content of a product meant for indoor use has been correlated with better indoor air quality and is especially important for sensitive individuals.
- 6. Samples of item(s) specified in this solicitation and resulting contract, brochures, etc. when required by the agency, must be furnished free of expense to the agency. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the Supplier's request.

### VI. Pricing

- Contract discounts and percentages must be held firm during the initial contract period. Additional
  discounts may be made to accommodate one-time bulk replacements, special promotions, or a large
  individual project. CPC may conduct periodic audits and the Supplier will be responsible for full
  reimbursement for any overcharge to a participating agency.
- 2. The Supplier must provide discounted pricing on all products available and labor/services offered in this solicitation.

- 3. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below (see #4), to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Supplier to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- 4. When a price list is revised (i.e. manufacturer) to add or delete products and accessories that result in revised contract pricing, the Supplier shall notify CPC in writing via email as follows:
  - a. Request will be on the Supplier's letterhead and emailed to CPC.
  - b. It is filed with CPC, a minimum of seven (7) business days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment.
  - d. It is accompanied by documentation acceptable to the RFP facilitator, as noted on the cover page of this solicitation, to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - e. CPC reserves the right to accept or reject such change and will confirm in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
- 5. CPC may accept a future claim from the Supplier that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Supplier in their submission. The Supplier must be able to verify the pricing calculation.
- 6. CPC expects Suppliers to offer their very best prices to ensure the CPC contract provides value to its membership and is competitive. CPC allows a Supplier to lower prices for a participating agency when it benefits the agency and is based upon commitments and variables that may include but is not limited to: agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements.

### VII. Design Layout and/or Installation Services

- 1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Supplier must outline all service charges for design and installation. If the Supplier charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
- 2. Prevailing Wage.
  - a. Minnesota: If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Suppliers and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
  - b. If the contract is used outside of Minnesota and prevailing wage applies, contractors shall follow all applicable wage laws for that state.
  - c. For questions regarding prevailing wage laws, contact the applicable state's Department of Labor or equivalent.
- 3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Supplier's hourly price shall include, but is not limited to: wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.

- 4. The Supplier subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Supplier must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested within an agreed upon timeframe.
- 5. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
- 6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Suppliers must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
- 7. All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
- 8. Subcontractors.
  - a. The Supplier will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
  - b. If a subcontractor is removed from the contract agreement at any time, the Supplier will submit to CPC in writing, the reason for removal and effective date.
  - c. To add a subcontractor to the contract agreement, the Supplier must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
  - d. The Supplier will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
  - e. CPC reserves the right to require that a subcontractor be removed from the contract.
  - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
- 9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

### VIII. Ordering Methods

- 1. All orders will be executed by participating agencies directly with the Supplier. The Supplier may offer a variety of options for agencies to place orders. The Supplier will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
- 2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Supplier Questionnaire).
- 3. A PO may be issued to the Supplier on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
- 4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
- 6. When applicable, an online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

### IX. Freight and Delivery

- 1. Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear in the Supplier's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) business days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Supplier.
- 2. No delivery charges shall be added to invoices except when authorized on the Purchase Order.
- 3. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.
- 4. CPC does not require freight to be included in the proposed pricing for this RFP due to the variance of freight charges attributable to weight and volume per order. However, if awarded, the merchandise must be shipped prepaid with the freight charged added to the invoice as a separate line item.
- 5. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
- 6. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
- 7. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Supplier.
- 8. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the Supplier's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

### X. Payment

- 1. Participating agencies using the resulting contract Agreement will make payments directly to the Supplier.
- 2. Payment terms will be defined by the Supplier in their response.
  - a. Suppliers are encouraged to offer payment terms through procurement card (P Card) services, if applicable.
  - b. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - d. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
- 3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract".
- 4. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 5. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

### XI. Advertising and Marketing

- 1. The Supplier will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
- 2. The Supplier will be able to assist in developing marketing materials that support the contract.

- 3. The Supplier will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
- 4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
- 5. Upon award and completion of the Supplier orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts may also be promoted at applicable trade shows, conferences, and meetings.

### XII. Timeline

Date/Time	Event
January 3, 2025	Publication of Solicitation
January 14, 2025 at 11:00 a.m. CT	Non-Required Conference Call
January 23, 2025 at 10:00 a.m. CT	Deadline for Suppliers to Submit Questions
February 3, 2025 at 10:00 a.m. CT	Deadline for Submission
February 19, 2025	Contact Supplier/Award(s) Made
April 1, 2025	Initial Start of Contract Term

### XIII. Non-Required Conference Call

A virtual conference will be held allowing Suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded.

To attend the conference call, visit:

https://us02web.zoom.us/j/84667171582?pwd=QopzdRwkg7a5SsJtQDLHxanvy02gcc.1

Passcode: 0CGfPK

1. **Dial-in Number:** 1 312 626 6799 US

2. **Meeting ID:** 846 6717 1582

3. Passcode: 936040

### XIV. Method of Evaluation

This solicitation will be evaluated based on the combined factors outlined below. Evaluation criteria includes supplier qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. No single factor will determine the final award decision.

	Points Available
Minimum Qualifications	Pass/Fail
Technical Proposal	320
Pricing Proposal	180
Total Points	500

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

**Best and Final Offer (BAFO):** CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed

Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

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

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

### XV. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase (www.publicpurchase.com). All solicitation activity is time-stamped and logged as part of the solicitation process.

### **Submission of Proposals:**

- 1. All proposals must be submitted electronically via Public Purchase. Hardcopy proposals are invalid and will not receive consideration.
- 2. It is the Supplier's responsibility to completely upload and submit a response by the submission deadline, as described in the solicitation.
  - a. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal.
  - b. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase for immediate technical support.
  - c. The data included in the submission will not be password protected.
- 3. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating.
- 4. Submission checklist:

Document Title	Instructions
1 RFP	Retain for your records.
Provided as a PDF.	
2 General Terms and Conditions	Retain for your records.
Provided as a PDF.	<u> </u>
3 Questionnaire	Submit as one (1) PDF.
Provided as a Word document.	Include name of company in the file
	title. Include certifications with
	submission, if applicable.
4 Forms & Signatures	Submit as one (1) PDF, signatures
Provided as a PDF.	required. Include name of company
	in the file title.

5 Pricing Schedule Provided as Excel document.	<b>Submit as Excel document.</b> Include name of company in the file
	title.
6 Certificate of Insurance (COI)	Submit as PDF
	Include name of company in the
	title. CPC must be identified as a
	<u>certificate holder.</u>
* 7 Manufacturers Only - List of Regional Suppliers	Submit as one (1) PDF.
	Include name of company in the file
	title.

**Questions:** Requests for additional information, clarifications, interpretations or questions shall be promptly asked via Public Purchase. CPC will respond via Public Purchase as laid out in the solicitation documents.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. Answers to questions or addenda will be issued no later than five (5) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

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

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

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

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

### XVI. Solicitation Terms and Conditions

**Performance Bond** *(for construction and/or installation related projects)*: A performance bond is held between the awarded supplier and a participating agency, and will be required:

- 1. As defined by all applicable state statute(s) where the project is being conducted.
- 2. As required by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Supplier and submitted to the specific participating agency for the assigned project.

Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

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

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

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

<u>Other Bonds:</u> An awarded vendor will supply additional bonds as required based on federal law, state law, or participating agency policy.

**Additional Terms and Conditions/Participating Addendum:** Participating agencies and a Supplier may negotiate additional terms and conditions as necessary to complete a purchase. These may include, but are not limited to:

- 1. Industry specific requirements
- 2. Legal obligations
- 3. Specific local/board policy provisions

Some participating agencies may also require a Participating Addendum (or equivalent) with terms negotiated directly between them and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any additional negotiated terms and conditions must not be less favorable to the participating agency than the terms outlined in this solicitation.

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

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

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

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

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

**Contract Term:** The term of the contract resulting from this RFP will be from April 1, 2025 to March 31, 2027. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Supplier evaluation. Performance criteria will include:

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

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

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

**Sales Reports Required of the Supplier:** The Supplier will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC's fiscal year is July through June and fiscal quarters are July – September; October – December; January – March; and April – June. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. <u>All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter</u>, listing the following information:

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

## XVII. Appendix A: New Award Onboarding Checklist The following process will commence once the Master Contract Agreement has been executed.

Task D	escription	Completed By
1.	CPC Supplier Orientation	CPC & Supplier
	Discuss expectations	
	Establish contacts, people, and roles	
	Discuss the reporting process and requirements	
	Discuss sales and ordering process	
	Outline kick-off plan; marketing needs	
	Establish Webinar training date, if applicable	
2.	Sales Training and Roll Out	CPC to Coordinate with
	CP Personnel Briefing; possible webinar training	Supplier
	Marketing information sent to CPC	
3.	Express Store (if applicable)	Supplier
	Initiate IT/eProcurement contact	
	Vendor works with CPC's eProcurement marketplace vendor to create a	
	store (cXML or catalog).	
	Review and test Store Functionality	
	Announce Store Availability	
4.	Marketing - CPC	CPC
	Connect with CPC marketing team	
	Award announcements	
	Supplier profile page	
	*All materials will be approved by Supplier prior to disbursement	
5.	Marketing - Supplier	Supplier
	General announcement	
	Sales/Account team training; contract highlights including pricing	
	schedule	
	*All materials will be approved by CPC prior to disbursement	
6.	Management Strategies	CPC & Supplier
	Review kickoff and roll-out plan	
	Discuss and establish target communication strategy	_
7.	Annual Evaluation	CPC & Supplier



### **General Terms & Conditions**

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

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

Assignees, Mergers, Dissolution and Successors: If the original vendor partnersells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

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

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

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

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

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.

- 2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.
- 3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

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

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

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

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

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

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for

many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

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

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

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

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

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extentthat such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party

is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

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

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

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

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

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

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

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

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to <a href="mailto:info@purchasingconnection.org">info@purchasingconnection.org</a>.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned

following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

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

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

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

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

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

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

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on

the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

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

Revised 09/2023



### **Questionnaire** RFP #25.11 - Carpet & Resilient Flooring Solutions

### **Instructions**

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

To submit the required forms, follow these steps:

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

### The following sections need to be completed before submission:

- 1. Company Information
- 2. <u>Oualifications & Experience</u>
- 3. <u>Performance Capability</u>
- 4. Products, Service & Pricing
- 5. Value Add
- 6. Exceptions & Deviations

### **Company Information**

Name of Company:			_
Company Address:			
City, State, Zip code:			
Website:			
Phone:			
	Name	Email	Phone
Primary Contact 1 for Proposal			
Primary Contact 2 for Proposal			
Provide the following compa	ny contacts that will be worki	ng with this anticipated contr	act. Include name, email, and
phone number(s).			
	Name	Email	Phone

**Provide your Unique Entity Identifier (SAM.gov)** 

Vendor Name	UEI

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

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

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

How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller or a service provider? Click or tap here to enter text.

If your company is a distributor/dealer, provide your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.

Click or tap here to enter text.

If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?
Click or tap here to enter text.
List any other cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.
Click or tap here to enter text.
Describe how your company will position a potential resulting contract with CPC versus other contracts you have access to.
Click or tap here to enter text.
Has your company and for any proposed subcontractors been involved in any alleged significant prior or ongoing

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

contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5)

Click or tap here to enter text.

Yes

vears?

las your company been disba	rred and or suspende	ed in doing business within the United States?
Ves	No	

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

No

Click or tap here to enter text.

### **Qualifications & Experience**

1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).

Click or tap here to enter text.

2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes in the industry).

Click or tap here to enter text.

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

Click or tap here to enter text.

4. Describe the number of agencies to which your organization, on average, provides carpet and resilient flooring solutions.

Click or tap here to enter text.

5. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).

Customer Market	% of Revenue
City/county government	
K12 education	

Non-profits - 501(c)(3)	
Higher education	

**6. Describe your experience and the sales approach your company will take with participating public agencies.** Click or tap here to enter text.

### 7. Provide any additional information relevant to this section.

Click or tap here to enter text.

Provide three (3) references that have purchased carpet and resilient flooring solutions <u>from your company within</u> <u>the last two (2) years</u>. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 - Company Name Service/Product Purchased Year of Purchase Reference Contact

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

Reference #2 - Company Name Service/Product Purchased Year of Purchase Reference Contact

Phone Email

**Email** 

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

Reference #3 - Company Name Service/Purchase Purchased Year of Purchase Reference Contact Phone Click or tap here to enter text.

### **Performance & Capability**

1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

Click or tap here to enter text.

2. What are your company's expectations in the event of an award?

Click or tap here to enter text.

3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

Click or tap here to enter text.

4. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

5. Describe how your company will work with a participating agency to assess and design a flooring concept. Describe how flooring needs are met and what factors are considered in advising on best flooring solutions.

Click or tap here to enter text.

6. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.

Click or tap here to enter text.

7. Describe if your company will be including a dealer network and how they will be involved. If a dealer/installer network will be involved, please include a list of approved dealers/installers.

Click or tap here to enter text.

8. Describe any differentiation between assessment, ordering, etc. for an agency that chooses product only or installation only services. Describe how issues and concerns are handled when selling product that will not be installed by your company, or when installing product that was not purchased through your company.

Click or tap here to enter text.

9. Describe any retail locations that participating agencies would be able to access to make purchases. Describe how agencies would receive discounts at those retail locations.

Click or tap here to enter text.

10. Describe your company's installation services and your communication with a participating agency during installation.

Click or tap here to enter text.

11. Describe the duties of your company's installation teams and project roles.

Click or tap here to enter text.

- **12.** Describe any certifications and/or trainings your installation teams/personnel possess and adhere to. Click or tap here to enter text.
- 13. Describe your company's examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.

Click or tap here to enter text.

14. What is your company's fill rate and success in meeting project timelines?

Click or tap here to enter text.

15. Describe your company's customerservice/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Click or tap here to enter text.

16. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.

Click or tap here to enter text.

17. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Click or tap here to enter text.

18. Describe your company's use of technology and digital data in your marketing.

Click or tap here to enter text.

19. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?

20. Describe your company's contract implementation or customer transition plan.
Click or tap here to enter text.
21. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.
Click or tap here to enter text.
22. Provide any additional information relevant to this section.
Click or tap here to enter text.
Products, Service & Pricing
1. What specific products and/or services are you proposing under this solicitation?
Click or tap here to enter text.
2. Indicate the level of support your company will offer on this contract category.
Pricing is better than what is offered to individual agencies.  Pricing is better than what is offered to cooperative agencies.  Other, please describe
<b>If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:</b> Click or tap here to enter text.
3. Describe how participating agencies will verify they are receiving contract pricing.
Click or tap here to enter text.
4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.
Click or tap here to enter text.
5. Describe your warranty and warranty process for all products and services.
Click or tap here to enter text.
6. Describe the return process and restocking fees associated with a return.
Click or tap here to enter text.
7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.
Click or tap here to enter text.
8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.
Click or tap here to enter text.
9. Describe how future product introductions will be priced and align with contract proposed pricing.
Click or tap here to enter text.
10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.
Click or tap here to enter text.
11. Provide any additional information relevant to this section.

### **Value Add**

1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.

Click or tap here to enter text.

# **Exceptions & Deviations**

Our comp	pany is requesting	an Exception	n and/or De
	Yes	Λ	No
If VFS co	mplete the questio	ne halow	
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List any	additional stipulati	one and long	roquiromor
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CIICK	or tap here to enter t	ext.	
List any e	exceptions your con	pany is requ	esting to the
must incl	lude the following	when reques	sting except
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•	Describe the exc		,
		-	
•	Explanation of w	•	
•	A proposed alter	mative to me	eet the need

RFP Section	Exception	Why This is an Issue	Proposed Alternative



### Forms & Signatures RFP #25.11 - Carpet & Resilient Flooring Solutions

#### **Instructions**

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

To submit the <u>required forms</u>, follow these steps:

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

### The following sections will need to be completed prior to submission:

- 1. Contract Offer & Award
- 2. Uniform Guidance "EDGAR" Certification Form
- 3. Subcontractor Utilization Form



### **Contract Offer & Award**

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

### Part I: Supplier

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

business name		ate
Address	City, State, 7	Zip
Contact Person	Ti	tle
Authorized Signature	Ti	tle
Email	Pho	one
the products specifications, months and w	e to the identified proposal is hereby accepted. As a Supplicand services identified within this solicitation, your reexceptions, and amendments. The initial term of this corill commence on the date indicated below. There will be a need (1) additional 24-month period. CPC may grant an extension	esponse, including all terms, conditions, ontract shall be for up to twenty-four (24) an optional renewal for a period lasting no
Agency	Authorized Signature	
Name	Title	
Awarded this	day of Contract #	
Contract/Agree	ement to Commence	

# EDGAR Certification Form 2 CRF Part 200

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

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

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

### (A) Supplier Violation or Breach of Contract Terms

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

### (B) Termination for Cause and for Convenience

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

### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### (D) Davis Bacon Act

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

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### (E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### (F) Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

### (H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

### (J) Procurement of Recovered Materials

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

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

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

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### (L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

### PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

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

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

<b>Business Name</b>	Authorized Signature				
Full Name	Title				

### **Subcontractor Utilization Form**

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

Solicitation Name:			
Solicitation Number:			
Supplier Name:			
If a subcontractor will not be	used, check this box:		
Company Name:			
Street Address:			
City, State, Zip:			
Telephone:			
Primary Contact:			
Email Address of Contact:			
Services to be provided:			
Company Name:			
Street Address:			
City, State, Zip:			
Telephone:			
Primary Contact:			
Email Address of Contact:			
Services to be provided:			
Company Name:			
Street Address:			
City, State, Zip:			
Telephone:			
Primary Contact:			
Email Address of Contact:			
Services to be provided:			

### **Pricing Schedule Intro**

\*Please note this spreadsheet has multiple workbooks/tabs.

**Instructions.** This spreadsheet contains multiple workbooks/tabs relating to this RFP. Please follow the directions found/listed on each workbook and complete the workbooks as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Please note, each individual workbook will note if it's a required or optional form. Per the RFP terms and conditions, all workbooks listed as optional are considered a value-added attribute.

### This spreadsheet contains the following workbooks/tabs:

- 1 Carpet Pricing Schedule
- 2 Resilient Flooring Pricing Schedule
- 3 Services
- 4 Additional Discounts

### 1 - Carpet Pricing Schedule

Please use the following categories when entering your carpet flooring lines.

- 1. Broadloom carpets (woven and tufted)
- 2. Carpet tile
- 3. Accessories, Adhesives, etc.

### 2 - Resilient Flooring Pricing Schedule

Please use the following categories when entering your resilient flooring lines.

- 1. Vinyl composition tile (VCT)
- 2. Vinyl sheet flooring
- 3. Solid vinyl tile
- 4. Luxury vinyl tile (LVT)
- 5. Linoleum
- 6. Rubber
- 7. Stair Accessories
- 8. Accessories, Adhesives

#### 3 - Services

Enter your company's multiplier/factor to be applied to installation rates. Enter all services, accessories, etc. that your company offers.

### 4 - Additional Discounts

Please enter any additional volume discounts that your company is offering.

### 1 - Carpet Pricing Schedule

\*Please note this spreadsheet has multiple workbooks/tabs.

### Suppliers must provide pricing for any carpet that is included in their response. If a Supplier is not offering any carpet, this worksheet is not required.

Instructions. Submit below, following the details outlined in the RFP and the intro page of this workbook, ALL commercial grade carpet flooring that meet the minimum specifications listed in the RFP's Technical Specifications. Additional rows may be added. Note, this is a required form.

Definitions: Product Category: Broadloom, carpet tile, accessories. Unit of Measure: Sq. Ft. = Square Foot, Sq. Yd. = Square Yard, Ln. Ft. = Lineal Foot.	Responding Company's Name:		REQUIRED FORM
Our company agrees to provide the below as (Yes/No, mark all that apply):			
Product Only	Installation Only	Product & Installation	
Our company agrees to provide product and/or services to (Yes/No, mark all that apply):			
Minnesota	North Dakota	South Dakota	

Product Category (Broadloom, Tile, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Broadloom, Tile, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Broadloom, Tile, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Broadloom, Tile, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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### 2 - Resilient Flooring Pricing Schedule

\*Please note this spreadsheet has multiple workbooks/tabs.

# Suppliers must provide pricing for any resilient flooring that is included in their response. If a Supplier is not offering any resilient flooring, this worksheet is not required.

Instructions. Submit below, following the details outlined in the RFP and the intro page of this workbook, ALL commercial grade resilient flooring that meet the minimum specifications listed in the RFP's Technical Specifications. Additional rows may be added. Note, this is a required form.

Definitions:				Responding Co			
<b>Product Category:</b> Vinyl composit <b>Unit of Measure:</b> Sq. Ft. = Square 1							REQUIRED FORM
Our company agrees to provid	le the below as (Yes/No, mark	all that apply):					
Product Only			<b>Installation Only</b>			<b>Product &amp; Installation</b>	
Our company agrees to provid	le product and/or services to (	Yes/No, mark all that apply):					
Minnesota		I	North Dakota		South Dakota		
Product Category (Vinyl Composition Tile, Vinyl Sheet Flooring, Solid Vinyl Tile, Luxury Vinyl Tile, Linoleum, Rubber, Stair Accessories, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Flooring, Solid Vinyl Tile, Luxury Vinyl Tile, Linoleum, Rubber, Stair Accessories, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Vinyl Composition Tile, Vinyl Sheet Flooring, Solid Vinyl Tile, Luxury Vinyl Tile, Linoleum, Rubber, Stair Accessories, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Vinyl Composition Tile, Vinyl Sheet Flooring, Solid Vinyl Tile, Luxury Vinyl Tile, Linoleum, Rubber, Stair Accessories, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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Product Category (Vinyl Composition Tile, Vinyl Sheet Flooring, Solid Vinyl Tile, Luxury Vinyl Tile, Linoleum, Rubber, Stair Accessories, Accessories/Adhesives)	Manufacturer	Style	Unit of Measure	MSRP List Price	Category Discount	Delivered Price To Member (Uninstalled)	Comments
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### 3 - Services

# Suppliers must provide pricing for any services that are included in their response. <u>If a Supplier is not offering any services, this worksheet</u> is not required.

**INSTRUCTIONS:** Complete the tables below for those services you are willing to provide. If services are not part of your response, you do not need to complete this tab.

This worksheet is only required if services are included in your response.

Responding Company's Name:	

Professional Services (Design, Project Management, Dock Delivery, Training, etc.)										
Description	Standard Price &	Discounted Price &		Per Diem Charges		Notes/Comments				
	Rate	Rate	Savings	(daily rate, if any)	(per mile, if any)					
			#DIV/0!							
			#DIV/0!							
			#DIV/0!							
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			#DIV/0!							
			#DIV/0!							

### Installation/Assembly [Labor]

\*Prevailing wage projects/installations are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rate		Per Diem Charges (daily rate, if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			#DIV/0!		
Max. Hourly Rate - Regular Hours			#DIV/0!		
Not to Exceed Hourly Rate - Regular Hours			#DIV/0!		
Min. Hourly Rate - Evening			#DIV/0!		
Max. Hourly Rate - Evening			#DIV/0!		
Not to Exceed Hourly Rate - Evening			#DIV/0!		
Min. Hourly Rate - Weekend/Holidays			#DIV/0!		
Max. Hourly Rate - Weekend/Holidays			#DIV/0!		
Not to Exceed Hourly Rate - Weekend/Holidays			#DIV/0!		
			·		

### Other Services - Maintenance plans, extended warranties, etc.

Description	Standard Price & Rate	Discounted Price & Rate		Per Diem Charges (daily rate, if any)	Notes/Comments
			#DIV/0!		

3 - Services Page 12

### **4 - Additional Discounts**

Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this worksheet. <u>If your response does not include additional discounts</u>, this worksheet is not required.

**INSTRUCTIONS:** Complete the form below if your company is offering additional discounts on top of contract pricing for certain purchasing situations (i.e. discounts based on volume, bulk one-time order, a group of local agencies in a geographic area combining requirements, etc.).

This worksheet is only required if additional discounts are included in your response.

Responding Company's Name:	
Catalog/Product	Describe Additional Discount Structure
9,	

Home

New Bid

Closed Bids

My Stuff

Tools

### Questions for Bid RFP #25.11 - Carpet and Resilient Flooring Solutions



#### Question #1

Will we have the ability to authorize dealers as agents or re-sellers of our contract?

#### **Answers**

Yes, this solicitation allows businesses to use dealers as agents or resellers for the contract. If By: jpuffett CPC your business model includes using dealers, you must provide a list of authorized dealers as part of your submission. This requirement is detailed in Part 1 of the submission checklist.

Archive

Jan 17, 2025 1:53:34 PM CST

By: Mannington Mills Inc - MannComml

Jan 20, 2025 2:23:37 PM CST

#### Question #2

Who is the lead agency for this RFP?

#### **Answers**

CPC is the agency facilitating this RFP. All purchases resulting from the solicitation are made directly by CPC's participating agencies. As a joint powers organization composed of local governmental agencies and service cooperatives, CPC, established under Minnesota Statute §123A.21, holds the legal authority to provide cooperative procurement services to its participating agencies.

Archive

Jan 17, 2025 1:53:46 PM CST

By: Mannington Mills Inc - MannComml

Jan 20, 2025 2:31:15 PM CST

By: jpuffett\_CPC

#### Question #3

In document Part 1 25.11 -Carpet and Resilient Flooring Solutions section V. Technical Specifications sub section 4. Carpet, the cooperative states int he first point that "All carpet submitted must be certified gold level product or higher". For what certification is the cooperative expecting products certified at the gold level?

#### **Answers**

CPC expects products to be certified as "gold level" per the NSF/ANSI 140 sustainability assessment for carpet requirements.

Archive

Jan 23, 2025 8:43:10 AM CST

By: Shaw Industries, Inc. - thomas.ward@shawinc.com

Jan 23, 2025 12:56:07 PM CST

By: alohse

View Bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2025 © | The Public Group, LLC. All rights reserved.

 $^{\text{The}} Public \, | \, Group_{^{\text{\tiny TM}}}$ 

From: Public Purchase
To: Amy Lohse

Subject: [External]Public Purchase - RFP #25.11 - Carpet and Resilient Flooring Solutions Closed Notification

**Date:** Monday, February 3, 2025 10:00:09 AM

Amy Lohse:

The bid RFP #25.11 - Carpet and Resilient Flooring Solutions has closed on Feb 3, 2025 10:00:00 AM CST

To see more details on this bid go to

http://www.publicpurchase.com/gems/bid/bidView?bidId=195819

Thank you for using Public Purchase.

MK= 1wcWa8vCYqWFISXDrvTbaQ==

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

Notifications Report					
Agency	Coope	rative Purchasing	g Connection		
Bid Number	195819				
Bid Title	Carpet	and Resilient Flo	ooring Solutions		
	-				
Vendor Name	State	Invitation	Date	Email	Reason
Acoustical Surfaces Inc	MN	Classification	2025-01-03 11:27:01	garrett@acousticalsurfaces.co	Bid Notification
Allied Solutions	IN	Self Invited	2025-01-20 13:23:37	contracts@alliedsolutionenterp	Bid Answer
Allied Solutions	IN	Self Invited	2025-01-20 13:31:15	contracts@alliedsolutionenterp	Bid Answer
Allied Solutions	IN	Self Invited	2025-01-23 11:56:08	contracts@alliedsolutionenterp	Bid Answer
Arto Brick	CA	Classification	2025-01-03 11:27:01	seth@arto.com	Bid Notification
Carpet Queen	NC	Classification	2025-01-03 11:27:01	davedange66@hotmail.com	Bid Notification
cfs interiors and flooring	MN	Classification	2025-01-03 11:27:01	vlangan@cfs-floors.com	Bid Notification
cfs interiors and flooring	MN	Classification	2025-01-20 13:23:37	vlangan@cfs-floors.com	Bid Answer
cfs interiors and flooring	MN	Classification	2025-01-20 13:31:15	vlangan@cfs-floors.com	Bid Answer
cfs interiors and flooring	MN	Classification	2025-01-23 11:56:08	vlangan@cfs-floors.com	Bid Answer
CMD	GA	Self Invited	2025-01-20 13:23:37	content@constructconnect.con	Bid Answer
CMD	GA	Self Invited	2025-01-20 13:31:15	content@constructconnect.con	Bid Answer
CMD	GA	Self Invited	2025-01-23 11:56:08	content@constructconnect.con	Bid Answer
Continental Flooring Company	ΑZ	Classification	2025-01-03 11:27:01	gatekeeper@continentalfloorin	Bid Notification
Continental Flooring Company	ΑZ	Classification	2025-01-20 13:23:37	gatekeeper@continentalfloorin	Bid Answer
Continental Flooring Company		Classification	2025-01-20 13:31:15	gatekeeper@continentalfloorin	Bid Answer
Continental Flooring Company	ΑZ	Classification	2025-01-23 11:56:08	gatekeeper@continentalfloorin	Bid Answer
Dino Grip	FL	Classification	2025-01-03 11:27:01	info@dinogrip.com	Bid Notification
Discount Playground Supply,In	ОН	Classification	2025-01-03 11:27:01	Mike@discountplaygroundsup	Bid Notification
Dodge Data & Analytics	ОН	Self Invited	2025-01-20 13:23:37	jayalakshmil@construction.con	Bid Answer
Dodge Data & Analytics	ОН	Self Invited	2025-01-20 13:31:15	jayalakshmil@construction.cor	Bid Answer
Dodge Data & Analytics	ОН	Self Invited	2025-01-23 11:56:08	jayalakshmil@construction.con	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2025-01-20 13:23:37	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2025-01-20 13:31:15	dodge.docs@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2025-01-23 11:56:08	dodge.docs@construction.com	
ECB Enterprises	UT	Classification	2025-01-03 11:27:01		Bid Notification
ELITE TEXTILE TRADING LLO	CA	Self Invited	2025-01-20 13:23:37	amy@elitetex.us	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-01-20 13:31:15	amy@elitetex.us	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-01-23 11:56:08	amy@elitetex.us	Bid Answer
Engineered Floors, LLC	GA	Classification	2025-01-03 11:27:01	kay.henderson@jjflooring.com	Bid Notification

G&S Carpet Mills, Inc.	CA	Classification	2025-01-03 11:27:01	ag@gscarpets.com	Bid Notification
Giant Floor and Wall Covering	PA	Classification		b.pillay@giantfloor.com	Bid Notification
Goldfinger Accessories	MD	Classification	2025-01-03 11:27:01	goldfingeraccessories@gmail.d	Bid Notification
HD SUPPLY FACILITIES MAIN	CA	Classification	2025-01-03 11:27:01	HDS-FMBIDS@HDSUPPLY.C	
Hiller Commercial Floors	MN	Classification	2025-01-03 11:27:01	dbahr@hillercarpet.com	Bid Notification
Hiller Commercial Floors	MN	Classification	2025-01-20 13:23:37	dbahr@hillercarpet.com	Bid Answer
Hiller Commercial Floors	MN	Classification	2025-01-20 13:31:15	dbahr@hillercarpet.com	Bid Answer
Hiller Commercial Floors	MN	Classification	2025-01-23 11:56:08	dbahr@hillercarpet.com	Bid Answer
Interface Americas, Inc.	GA	Classification	2025-01-03 11:27:01	sharon.johnson@interface.com	Bid Notification
J. Oliver Construction LLC	KS	Classification		Ĵ	Bid Notification
JKG Inc.	Ξ	Classification	2025-01-03 11:27:01	hawaiibookmark@gmail.com	Bid Notification
John Tortelli	NM	Classification	2025-01-03 11:27:01	jntortelli@yahoo.com	Bid Notification
Kiefer U.S.A.	IL	Classification	2025-01-03 11:27:01	estimating@kieferusa.com	Bid Notification
Mannington Commercial, a bus	GA	Classification		eteva_baldwin@mannington.cd	
Mannington Mills Inc	GA	Classification		andrea.dipazo@mannington.co	
Mannington Mills Inc	GA	Classification	2025-01-20 13:23:37	andrea.dipazo@mannington.co	Bid Answer
Mannington Mills Inc	GA	Classification	2025-01-20 13:31:15	andrea.dipazo@mannington.co	
Mannington Mills Inc	GA	Classification	2025-01-23 11:56:08	andrea.dipazo@mannington.co	Bid Answer
Mannington Mills, Inc	GA	Classification	2025-01-03 11:27:01	Rick_Bittner@mannington.com	Bid Notification
Mohawk Carpet Distribution LL		Classification	2025-01-03 11:27:01	contract_compliance@MOHAV	
MyOfficeProducts	OH	Classification	2025-01-03 11:27:01	scott.miller@myofficeproducts.	Bid Notification
PEPPM	PA	Classification	2025-01-03 11:27:01	mcarollo@peppm.org	Bid Notification
Philadelphia Carpet Mills / Sha	CA	Classification		jim.rice@shawinc.com	Bid Notification
School Supply Specialty LLC	ОН	Classification	2025-01-03 11:27:01	gary@schoolsupplyspecialty.co	Bid Notification
School Wholesale Supplies LL	TN	Self Invited	2025-01-20 13:23:37	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LL	TN	Self Invited	2025-01-20 13:31:15	jpdas@eii-usa.com	Bid Answer
School Wholesale Supplies LL	TN	Self Invited	2025-01-23 11:56:08	jpdas@eii-usa.com	Bid Answer
Shaw Industries	GA	Classification	2025-01-03 11:27:01	india.pritchett@shawinc.com	Bid Notification
Shaw Industries, Inc.	GA	Classification	2025-01-03 11:27:01	thomas.ward@shawinc.com	Bid Notification
Shaw Industries, Inc.	GA	Classification	2025-01-03 11:27:01	Julia.hall@shawinc.com	Bid Notification
Shaw Industries, Inc.	GA	Classification	2025-01-03 11:27:01	vicky.mcconaghy@shawinc.co	Bid Notification
Shaw Industries, Inc.	GA	Classification	2025-01-03 11:27:01	beth.anderson@patcraft.com	Bid Notification
Shaw Industries, Inc.	GA	Classification	2025-01-20 13:23:37	thomas.ward@shawinc.com	Bid Answer
Shaw Industries, Inc.	GA	Classification	2025-01-20 13:31:15	thomas.ward@shawinc.com	Bid Answer
Shaw Industries, Inc.	GA	Classification	2025-01-23 11:56:07	thomas.ward@shawinc.com	Bid Answer
Sprinturf	SC	Classification	2025-01-03 11:27:01	molds@sprinturf.com	Bid Notification
St Paul Linoleum and Carpet C	MN	Classification	2025-01-03 11:27:01	steve@splino.com	Bid Notification

St Paul Linoleum and Carpet C	MN	Classification	2025-01-20 13:23:37	steve@splino.com	Bid Answer
St Paul Linoleum and Carpet C	MN	Classification	2025-01-20 13:31:15	steve@splino.com	Bid Answer
St Paul Linoleum and Carpet C	MN	Classification	2025-01-23 11:56:08	steve@splino.com	Bid Answer
Stacy Logan	WA	Classification	2025-01-03 11:27:01	stacy@stacylogan.com	Bid Notification
Tiles in Style, LLC	IL	Classification	2025-01-03 11:27:01	aalam@tilesinstyle.com	Bid Notification
Tiles in Style, LLC	IL	Classification	2025-01-20 13:23:37	aalam@tilesinstyle.com	Bid Answer
Tiles in Style, LLC	IL	Classification	2025-01-20 13:31:15	aalam@tilesinstyle.com	Bid Answer
Tiles in Style, LLC	IL	Classification	2025-01-23 11:56:08	aalam@tilesinstyle.com	Bid Answer
Wayfair Inc.	MA	Classification	2025-01-03 11:27:01	jhaber@wayfair.com	Bid Notification
WTF Marketing, LLC	NJ	Classification	2025-01-03 11:27:01	mgurell@wtfmarketing.net	Bid Notification

Access Report				
Agency	Cooperative Purchas	sing Connection		
Bid Number	25.11			
Bid Title	Carpet and Resilient	Flooring Solutions		
Vendor Name	Accessed First Time	Most Recent Access		Most Recent Response Date
School Wholesale Supplies LLC	2025-01-03 10:22 PM CST	2025-01-09 08:16 AM CST	Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 5 25.11 - Pricing Schedule.xlsx Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
ConstructConnect	2025-01-30 05:02 PM CST	2025-01-30 05:04 PM CST		
ELITE TEXTILE TRADING LLC	2025-01-03 02:03 PM CST	2025-02-03 06:01 AM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
Mannington Mills Inc	2025-01-03 01:21 PM CST	2025-01-31 04:53 PM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	2025-01-31 04:53 PM CST
Dodge Data & Analytics	2025-01-06 10:17 AM CST	2025-01-06 11:05 AM CST	Part 2 25.11 - General Terms and Conditions.pdf Part 5 25.11 - Pricing Schedule.pdf Part 3 25.11 - Questionnaire.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	

CMD	2025-01-06 09:36 AM CST	2025-01-06 09:37 AM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
Hiller Commercial Floors	2025-01-06 03:04 AM CST	2025-02-03 09:35 AM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx	2025-02-03 09:35 AM CST
Interface Americas, Inc.	2025-01-03 12:54 PM CST	2025-01-03 12:57 PM CST		
The Bid Lab	2025-01-04 01:36 AM CST	2025-02-02 04:58 PM CST		
BidClerk	2025-01-06 09:19 AM CST	2025-01-06 09:19 AM CST		
Tiles in Style, LLC	2025-01-03 03:44 PM CST	2025 04 03 03:45 DM CST	Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf Part 5 25.11 - Pricing Schedule.xlsx	
Dodge Data & Analytics	2025-01-03 11:40 PM CST	2025-02-02 11:43 PM CST	Part 5 25.11 - Pricing Schedule.pdf Part 3 25.11 - Questionnaire.pdf Part 4 25.11 - Forms & Signatures.pdf Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
St Paul Linoleum and Carpet Company	2025-01-03 12:55 PM CST	2025-01-06 09:10 AM CST	Part 3 25.11 - Questionnaire.docx Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf Part 2 25.11 - General Terms and Conditions.pdf Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf	
iSqFt	2025-01-06 09:08 AM CST	2025-01-31 11:56 AM CST		

Allied Solutions	2025-01-06 01:55 PM CST	2025-01-06 01:55 PM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
Shaw Industries, Inc.	2025-01-03 01:49 PM CST	2025-01-24 08:44 AM CST	Part 5 25.11 - Pricing Schedule.xlsx Part 4 25.11 - Forms & Signatures.pdf Part 3 25.11 - Questionnaire.docx Part 2 25.11 - General Terms and Conditions.pdf Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
Continental Flooring Company	2025-01-03 01:05 PM CST		Part 5 25.11 - Pricing Schedule.xlsx Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	
cfs interiors and flooring	2025-01-06 09:44 AM CST	2025-01-09 09:43 AM CST	Part 1 25.11 - Carpet and Resilient Flooring Solutions.pdf	

# **Opening Record**

RFP #25.11 Carpet & Resilient Flooring	February 3, 2025	10:09 AM CST
Request for Proposal	Date	Time
Signed by:  Jai Putte++  BEOED0E17BEC407	Docusigned by:  Any Lohse  981BDA49D4464FE	Lori Mittelstadt 48D2E03F59EF456
Joni Puffett	Amy Lohse	Lori Mittelstadt

Company Responding	Hiller Commercial Floors	Mannington Mills Inc	Vendor C	Vendor D
3 Questionnaire Yes/No	YES	YES		
Business Types/Classifications (if applicable)	N/A	N/A		
4 Forms & Signatures Yes/No	YES	YES		
5 Pricing Schedule Yes/No	YES	YES		
6 Certificate of Insurance Yes/No	YES	NO		
Additional Information	N/A	N/A		
Moves to Evaluation	YES	YES		

# Suspended/Debarred Vendor Detailed Information

<u>Minnesota Rules Part 1230.1150, Subpart 6</u> requires the Office of State Procurement to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment.

The vendors listed below may be currently suspended or debarred, or have a suspension or debarment end date within the past three years. Click the vendor name for complete details.

**NOTE:** Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

See vendors debarred by federal government agencies.

Results 1 - 8 of 8

**5Way Contractors Inc** 

Clarence Olson, an individual

**Dionne Construction** 

**Garson Group** 

Green Nature-Cycle, LLC.

John Aish, Inc.

Snowmen Inc.

Treasure Enterprise, Inc.

## Suspended and Debarred Vendors

The State Procurement Office maintains the State Bidders List of vendors who have applied to receive notice solicitations for commodities and services. Under state procurement rules, vendors may be subject to suspension or debarment from the Bidders List for cause. NDAC 4-12-05 contains the rules that pertain to suspension or debarment from the Bidders List. Contact the State Procurement Office at 701.328.2740 with questions.

There are currently NO suspended or debarred vendors.

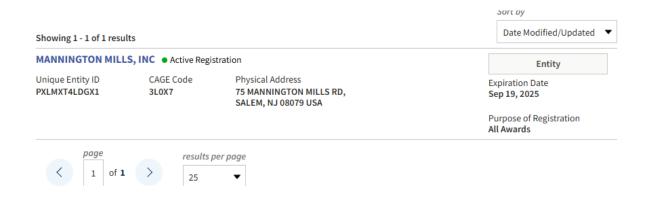
### Federal Suspended and Debarred Vendors

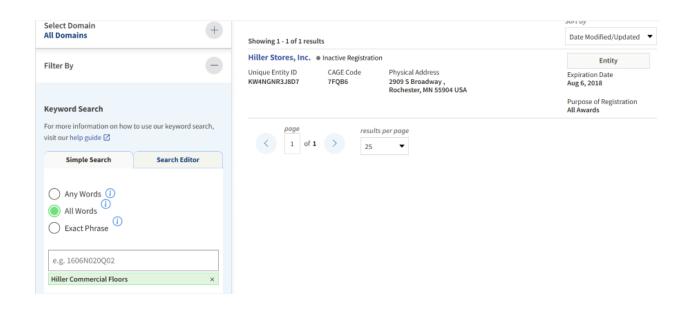
Many state agencies and institutions cannot do business with vendors that have been suspended or debarred by the Federal government. Many solicitations also evaluate the experience and qualifications of vendors, including whether or not the vendor has been suspended or debarred. Search the federal list of suspended and debarred vendors.

### 2.20.25

Showing 1 - 1 of 1 results			Date Modified/Updated	
HILLER STORES, IN	C • Active Registra	ition	Entity	
Unique Entity ID KW4NGNR3J8D7	CAGE Code 7FQB6	Physical Address 2909 BROADWAY AVE S, ROCHESTER, MN 55904	Expiration Date Feb 14, 2026	
		USA	Purpose of Registration All Awards	

#### Sam.gov 2.10.25









### **Cooperative Purchasing Connection**

# Tabulation Report RFP #25.11 - Carpet and Resilient Flooring Solutions Vendor: Hiller Commercial Floors

**General Comments:** 

General Attachments: COI.pdf

Part 3 25.11 - Questionnaire.docx Part 4 25.11 - Forms - Signatures.pdf Part 5 25.11 - Pricing Schedule.xlsx



### **Questionnaire** RFP #25.11 - Carpet & Resilient Flooring Solutions

#### **Instructions**

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

To submit the required forms, follow these steps:

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

#### The following sections need to be completed before submission:

- 1. Company Information
- 2. <u>Oualifications & Experience</u>
- 3. <u>Performance Capability</u>
- 4. Products, Service & Pricing
- 5. Value Add
- 6. Exceptions & Deviations

### **Company Information**

Hiller Commercial Floors

Name of Company:

**Company Address:** 2909 South Broadway

City, State, Zip code: Rochester MN 55904

Website: www.hillerfloors.com

**Phone:** 888-724-1766 ext 2

	Name	Email	Phone
Primary Contact 1 for	Dave Bahr	dbahr@hillercarpet.com	507-254-6858
Proposal		_	
Primary Contact 2 for	Max Bahr	mbahr@hillercarpet.com	507-319-3322
Proposal		-	

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and

phone number(s).

	Name	Email	Phone
General Manager	Max Bahr	mbahr@hillercarpet.com	507-319-3322
Contract Manager	Dave Bahr	dbahr@hillercarpet.com	507-254-6858
Sales Manager	Dave Bahr	dbahr@hillercarpet.com	507-254-6858
Marketing Manager	Dave Bahr	dbahr@hillercarpet.com	507-254-6858
Customer Service Manager	Dave Bahr	dbahr@hillercarpet.com	507-254-6858
Account Manager(s)	Dave Bahr	dbahr@hillercarpet.com	507-254-6858

Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI

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

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

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

How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller or a service provider? Hiller Commercial Floors is a dealer/Distributer of flooring products manufactured by others. We also provide installation services for those products or owner supplied products.

If your company is a distributor/dealer, provide your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.

Click or tap here to enter text.

If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

Click or tap here to enter text.

List any other cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.

State of MN Floor Covering Contract 241173 C-432 (5) Expires February 2026 CPC Contract 21.12 Flooring Expires February 2025.

Describe how your company will position a potential resulting contract with CPC versus other contracts you have access to.

We lead with CPC as a first choice and use the State Contract only when required by the purchasing agency.

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

years?					
	Yes	X	No		
which may	ument thorough y affect the perfo here to enter te	ormance of	•	in which your organization has been found guilty or l s.	liable, or
Has your o	company been d	isbarred ai	nd or suspe	nded in doing business within the United States?	
	Yes	X	No		

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

Click or tap here to enter text.

### **Qualifications & Experience**

1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).

Hiller Stores was established in 1947 by Dave Hiller. In 1950 his Son-in-law Chester Bahr joined the company. In 1961 a branch opened in Rochester MN headed by Chester. In 1963, Dave Bahr began working at Hillers eventually buying the company in 2005. In 2010 Max Bahr joined the company and eventually bought the company in 2022.

Hiller's philosophy has always revolved around a high level of customer service and responsibility. We do what we say and when we say we will do it. We handle problems immediately and respond with speed. Our business is based on repeat business and we work very hard on maintaining those relationships. Many customers have been loyal for decades.

In 2024 we were the CPC Marketing Superstar Award recipient.

2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes in the industry).

We stay on the cutting edge of new product availability to provide the customer with the best possible experience. Recent additions include Protectall (a rubber floor used in wet areas like kitchens), Magnetic Floors (used in areas with high moisture levels in the concrete), and Gorilla Floors used in high moisture concrete areas. We test these floors extensively before offering them and then provide long term warranties to ensure they are what we say they are.

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

We count many school districts as long-term customers of over 15 years including Eden Prairie, Minnetonka, Rochester, Austin, LaCrescent, Winona, Pine River, South St Paul, Hopkins and many others. We are constantly trying to establish relationships with others. Once we are able to work on the first job, we usually continue with the districts as our workmanship is excellent.

### 4. Describe the number of agencies to which your organization, on average, provides carpet and resilient flooring solutions.

We work with well over 500 agencies over the course of one year.

## 5. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).

Customer Market	% of Revenue
City/county government	20%
K12 education	40%
Non-profits - 501(c)(3)	10%
Higher education	30%

#### 6. Describe your experience and the sales approach your company will take with participating public agencies.

I have worked with these public purchase contracts since 1977 and have established many long-term relationships. I also attend the Minnesota School Board Convention as well as Conventions for: Minnesota School Business Association, Minnesota School Administrators, Minnesota Library Association, Minnesota School Maintenance Supervisors, MN Rural Education Association, MN Chief Engineers Guild and the Minnesota County Board Show and MN City Clerk Convention. I am on committees for MASMS and MASBO. I attend monthly meetings for MASMS at all the Chapters. I participate in on line and in person seminars and ZOOM meetings for MASA and MREA to establish relationships. Many of these organizations I have been associated with for 30 plus years. I have also presented at MASMS meetings. I have written news articles for MASBO and MASMS newsletters. I am the Metro Vendor rep for MASMS so am on the executive board.

#### 7. Provide any additional information relevant to this section.

We are updating our websiteso customers can search the contract options with direct links to the manufacturer's web page for each item. We send out direct mail pieces as well as email blasts from time to time to introduce new products and services.

Provide three (3) references that have purchased carpet and resilient flooring solutions from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 - Company Name Service/Product Purchased Year of Purchase

Reference Contact

Phone Email Eden Prairie Schools

Carpet and Resilient Flooring

2009 - current Kyle Fisher 651-235-1248

Kyle\_fisher@edenpr.k12.mn.us

Reference #2 - Company Name Service/Product Purchased

Year of Purchase Reference Contact

Phone Email **Hopkins Schools** 

Carpet and Resilient Flooring

2009- present Kevin Neuman 612-558-1516

Kevin.neuman@hopkinsschools.org

Reference #3 - Company Name Service/Purchase Purchased

Year of Purchase Reference Contact

Phone Email Rochester Schools

Carpet and Resilient Flooring

1988-current Leah Barbosa 507-273-4617

lebarosa@rochesterschools.org

### **Performance & Capability**

## 1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

We have been on this contract since it was started about 8 years ago. We are continuing to try and expand our business in to more public purchase areas. We are happy to promote the COOP concept and services. Eight years ago, I traveled to Fergus Falls to meet with the CPC administrators and suggested they establish this contract. Each year has shown growth since that first contract.

#### 2. What are your company's expectations in the event of an award?

We plan to continue where we have left off. The  $3^{nd}$  quarter 2024 sales reached a new record as we continue to expand our reach and open new territories. The  $4^{th}$  quarter has also come in high. I just received a large project from Richardton ND schools and plan to use that as a link to expand our ND business.

## 3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

We remain open to all agencies at any location. We would like to increase our reach into non-profits and the Dakotas. We hope CPC can help us establish more business in these areas.

## 4. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

We provide top quality products that are time tested and that deliver top performance. We also provide top quality installation services that are completed on time with an extremely low callback list. We provide immediate follow up service on request. The customer deals with a sole person within the company for all portions of the sale from on-site measuring and product selection to the ordering, arranging installation and billing. Extreme customer service is the basis of our success. One of the unique ways we work with customers is the sales person handles all aspects of each project from estimating and sales to ordering, scheduling, project management and follow up post installation. Most other companies divide these tasks up among several employees and this leads to customer confusion when trying to track down answers.

## 5. Describe how your company will work with a participating agency to assess and design a flooring concept. Describe how flooring needs are met and what factors are considered in advising on best flooring solutions.

We do a site visit with the Customer and assess their needs. We make suggestions of options that meet the customer needs and then provide a detailed estimate. We provide samples as needed and help advise the agency regarding site conditions such as furniture lifting or book stack moving. We often take a picture of the space and work with our software to do a rendering showing how a flooring option would look in that space. Also, we are able to utilize apps that allow Customer's to see how different flooring options would look like in their space during this initial meeting. The renderings and apps are very helpful for visualizing how a space will look with the new floor.

This on-site interaction with each agency may require more than one trip and that is normal and expected. Estimates are returned within 48 hours of the site visit.

### 6. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.

Typically, the customer will write a purchase order based on the detailed estimate we provide. Product is then ordered and an estimated delivery date is established. The customer is made aware of the delivery date and planning begins for the installation phase. Once in transit, the final installation dates can be confirmed. We show up and complete the installation on the dates planned. We walk through the project on completion to assure customer satisfaction and final bill the project.

All products are shipped to our Rochester warehouse for storage until scheduled. We then bring what is needed with us for installation so uninstalled product does not clog up space at the customers location.

## 7. Describe if your company will be including a dealer network and how they will be involved. If a dealer/installer network will be involved, please include a list of approved dealers/installers.

We use a variety on installation crews: Superior Floor Covering of Rochester LLC William Smith Flooring LLC Fusion Flooring LLC Commercial Flooring Installation Inc Brother's Flooring Inc LeCrone Flooring LLC Brent DeCook LLC Modern Floors & More LLC Brad Thompson Floor Covering LLC Rightway Floors LLC IB Renovations LLC

# 8. Describe any differentiation between assessment, ordering, etc. for an agency that chooses product only or installation only services. Describe how issues and concerns are handled when selling product that will not be installed by your company, or when installing product that was not purchased through your company.

We warrant all products and installation services we provide. We can't warrant product performance for items we do not provide but we will honor installation problems for products we did not provide but did install. Some customers use their in-house staff for installation while some others have a local installer they like to use. We work closely with them to provide installation instructions and manuals to help their installation be successful. We remain available if the installer runs into a roadblock and we help to get them over the hurdle. We have even taken over installations if they have proved too difficult for the owner's installer.

## 9. Describe any retail locations that participating agencies would be able to access to make purchases. Describe how agencies would receive discounts at those retail locations.

Our retail shop is at 2909 South Broadway Rochester and all items selected at our showroom are priced per the contract. The salesman keeps track of discounts to be applied and makes sure they are applied. Most interactions with customers is at their site. It is very rare they come to our showroom.

### 10. Describe your company's installation services and your communication with a participating agency during installation.

Our installers have been with us for 20 plus years and are well versed in the installation of the products we provide. The customer interacts mostly with the sales rep during installation but sometimes simply works directly with the installer while the installation is occurring. During installation, the sales person keeps the line of communication open to assist with questions or problems that need resolution. Calls and emails are returned within one hour to keep projects moving forward.

#### 11. Describe the duties of your company's installation teams and project roles.

See line 7 for crews. Each crew contains 2 – 10 installers. The lead for each crew is responsible for the on-site success of the installation. The sales rep is the main point of contact for the customer and the installation crew. Our crews and staff are experts at resolving unexpected issues that come up during installation. Unexpected floor prep needs are somewhat common underneath old flooring that become revealed during the demolition phase. These surprises need to be addressed and resolved immediately to keep the installation moving ahead. We are experts at this problem solving.

#### 12. Describe any certifications and/or trainings your installation teams/personnel possess and adhere to.

All the installation crews are CFI certified. They also undergo various training sessions for new products. We also have company policies for behavior, attire, background and customer interaction for all the installers. Each installer has undergone an extensive background check conducted by the BCA. We are approved as installers at every prison and jail in MN.

### 13. Describe your company's examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.

We arrange demo and disposal of the old floor and old adhesive residue. Fill the floor where holes or cracks are until smooth. Install the selected products and vacuum or wipe down the finished floor. The final act is a walk through with the owner to approve the installation. We work closely with the customer so they know what we are doing each day so they can plan what days their staff will be affected. We send a phasing plan for larger projects so customers know what will get done each day. Plans are updated as the project moves forward.

#### 14. What is your company's fill rate and success in meeting project timelines?

We are close to 100% in on time project completion.

## 15. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

I am available 24/7 via phone and email. Calls/emails are returned within an hour even on weekends.

### 16. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.

We plan to continue getting the word out about the contract and trying to expand our customer base. Most customers become repeat customers so getting in to do the first job is the task we view as most important. We send out email blasts explaining the contract along with links to law statutes legitimizing the use of the contract. Email addresses as well as phone numbers are provided for contact. All Hillers staff is well versed in receiving and forwarding leads to sales staff. The contract is mentioned on all our promotional advertising and announced at every Vendor Minute presentation at meetings held through Minnesota. CPC signs are displayed at each of the many vendors trade shows we participate in.

#### 17. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

We announce our association at all the conventions and MASMS meeting we attend during the vendor minute. We send out mailings and email blasts to further spread the word and build business. We buy ads in publications sent out to public purchase organizations like MASMS, MASBO, MREA, MASA, Chief Engineers Guild, MN School Boards ASSN and other similar agency publications as they come up.

#### 18. Describe your company's use of technology and digital data in your marketing.

We are updating our online presence with links to the products on the contract for ease of browsing by customers as well as email blasts announcing new products and services. We also send out mailings to increase exposure. We utilize software that can show how a flooring product looks in the customer's space by taking a picture of the space and doing a rendering. This has proved extremely helpful for visualization.

#### 19. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?

We would like member lists from CPC or assistance with email/mailing lists. CPC also does a good job of promoting the vendors and we hope that continues. We are always working with the CPC reps to improve our presence at various trade shows and working together on developing and following up on leads.

#### 20. Describe your company's contract implementation or customer transition plan.

Once awarded we make an announcement via mail and email. Since we have held this contract for many years already, we plan to continue to build on the platform we have built already.

#### 21. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.

We are trying to figure a way to be a presence in this area. Most of our products require installation so it may be limited to smaller items like transition strips or vinyl base. We are open to suggestion on how to expand our presence in this area.

#### 22. Provide any additional information relevant to this section.

We are committed to expanding our reach and growing our business. We are open to any idea regarding how to further this expansion.

### **Products, Service & Pricing**

#### 1. What specific products and/or services are you proposing under this solicitation?

Sales and/or installation of Carpet Tile, Roll Carpet, VCT, LVT, Sheet Vinyl, Resilient Gym Floors, ProtectAll, Magnetic Floors, Rubber Tile, Rubber Stair Treads, Roll Rubber, demolition and disposal of existing flooring and adhesives.

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

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

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

We leverage pricing with manufacturers to secure day in pricing that is discounted from the standard price list to provide a discount to agencies. We secure long term commitments to hold the pricing throughout the contract life.

#### 3. Describe how participating agencies will verify they are receiving contract pricing.

Contract pricing is set at bid date and available for agencies to confirm. The specific category and line item are noted in the detailed estimate we provide the customer. When requested, we provide the actual page showing the contract prices.

4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

No minimum order required.

5. Describe your warranty and warranty process for all products and services.

We offer 5 years on installation and a minimum of 10 years on all products we supply. This is in addition to the warranties provided by the manufacturer.

6. Describe the return process and restocking fees associated with a return.

This is a rare occurrence and is handled on a case-by-case basis. I do not remember this ever happening.

7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Our standard terms are net 30 days. We prefer check or electronic payments and try to avoid credit cards due to the high fees.

8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.

Prices are steady unless an industry wide increase occurs. Price increases are sent out by manufacturers and announced in trade journals.

- **9. Describe how future product introductions will be priced and align with contract proposed pricing.**We use the same discount on new products we use that aligns with the original pricing discounts. If a new product or innovation is important to offer, we seek permission to add it through our CPC administrator in the home office.
- 10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

I oversee all aspects of the contract to ensure all rules are followed.

11. Provide any additional information relevant to this section.

We work very closely with our suppliers to make the contract relevant and usable by the customer base. We want to be sure we provide the lowest price with the best installation on everything we do.

### **Value Add**

1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.

We provide furniture lifting and moving services to make our offering a turn key operation. We move fully loaded bookstacks in library installations as well. This is unique in our industry and a great service for our customers. We are happy to work after hours or weekends to minimize the disruption to the customer. Our immediate action policy for claims is unique in our industry as well. We respond immediately to the inquiry and have a 7-day time limit to make the correction.

		$\mathbf{o}$	
HVCO	ntione	$\mathbf{x}_{i}$	viations
المتحضي			

Our company is requesting an Exception and/or Deviation to the RFP documents.				
	Yes	X	. No	

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

NONE

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

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

No exceptions.

NONE

RFP Section	Exception	Why This is an Issue	Proposed Alternative



### Forms & Signatures RFP #25.11 - Carpet & Resilient Flooring Solutions

#### **Instructions**

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

To submit the <u>required forms</u>, follow these steps:

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

#### The following sections will need to be completed prior to submission:

- 1. Contract Offer & Award
- 2. Uniform Guidance "EDGAR" Certification Form
- 3. Subcontractor Utilization Form

Solicitation Name:	Carpet and Flooring Solutions
Solicitation Number:	25.11
Supplier Name:	Hiller Stores Inc dba Hiller Commercial Floors
If a subcontractor will n	not be used, check this box:
Company Name:	Brad Thompson Floor Covering LLC
Street Address:	6116 Hillsboro Dr Nw
City, State, Zip:	Rochester, MN 55901
Telephone:	507-421-4066
Primary Contact:	Brad Thompson
Email Address of Conta	bradt73@gmail.com
Services to be provided	d:
Labor	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Conta	act:
Services to be provided	d:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Conta	act:
Services to be provided	d:



### **Contract Offer & Award**

**Business Name** Hiller Stores, Inc dba Hiller Commercial Floors

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

#### Part I: Supplier

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

**Date** 2/3/25

Address	2909 S Broadway	City, State, Zip	Rochester, MN 55904
Contact Person	Dave Bahr	Title	VP
Authorized Signature	Dave Bahr	Title	VP
Email	dbahr@hillercarpet.com	Phone	_507-254-6858
the products a specifications, e months and wil	nd services identified within this exceptions, and amendments. The is l commence on the date indicated b	solicitation, your responding term of this controlled the controll	you are now bound to offer and provide conse, including all terms, conditions, ract shall be for up to twenty-four (24) optional renewal for a period lasting no on under certain criteria and conditions.
Agency		Authorized Signature	
Name		Title	
Awarded this	day of	Contract #	
Contract/Agreen	nent to Commence		

# EDGAR Certification Form 2 CRF Part 200

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

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

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

#### (A) Supplier Violation or Breach of Contract Terms

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

#### (B) Termination for Cause and for Convenience

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

#### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### (D) Davis Bacon Act

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

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### (E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### (F) Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

#### (H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

#### (J) Procurement of Recovered Materials

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

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

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

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### (L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

#### PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

#### **CERTIFICATION OF NON-COLLUSION STATEMENT**

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

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

<b>Business Name</b>	Hiller Stores, Inc	Signature	Dave Bahr
Full Name	David Mark Bahr	Title	VP

rpet and Flooring Solutions
5.11
iller Stores Inc dba Hiller Commercial Floors
pe used, check this box:
Brother's Flooring, Inc
1906 Johnson St NE
Chatfield, MN 55923
507-208-1572
Bruce Hovelson
brothersflooring2@gmail.com
CFS Contractors, Inc
1341 Conrad Dr
Winona, MN 55987
507-272-6116
Drew Williams
drew@cfscontractors.com
Commercial Flooring Installation, Inc
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craig.guetter@gmail.com
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Solicitation Name:	Carpet and Flooring Solutions
Solicitation Number:	25.11
Supplier Name:	Hiller Stores Inc dba Hiller Commercial Floors
If a subcontractor will n	ot be used, check this box:
Company Name:	Brad Thompson Floor Covering LLC
Street Address:	19235 68th St NW
City, State, Zip:	Rochester, MN 55901
Telephone:	507-421-4066
Primary Contact:	Brad Thompson
Email Address of Conta	act: bradt73@gmail.com
Services to be provided	d:
Labor	
Company Name:	Brad's Flooring LLC
Street Address:	6116 Hillsboro Dr NW
City, State, Zip:	Rochester, MN 55901
Telephone:	507-601-9684
Primary Contact:	Bradley Loehr
Email Address of Conta	
Services to be provided	
Labor	
Company Name:	Brent DeCook LLC
Street Address:	654 E 8th St
City, State, Zip:	St Charles, MN 55972
Telephone:	507-273-1449
Primary Contact:	Brent DeCook
Email Address of Conta	
Services to be provided	d:
Labor	

Solicitation Name: Carpet and Flooring Solutions					
Solicitation Number:	25.11				
Supplier Name:	er Stores Inc dba Hiller Commercial Floors				
If a subcontractor will n	ot be used, check this box:				
Company Name:	Fusion Flooring LLC				
Street Address:	5934 Crown Ln NW				
City, State, Zip:	Rochester, MN 55901				
Telephone:	507-990-6568				
Primary Contact:	Andy Galbreath				
Email Address of Conta	act: fusionflooringllc@gmail.com				
Services to be provided	d:				
Labor					
Company Name:	LeCrone Flooring LLC				
Street Address:	159 36th Ave NW				
City, State, Zip:	Rochester, MN 55901				
Telephone:	507-254-5801				
Primary Contact:	Jeff LeCrone				
Email Address of Conta					
Services to be provided					
Labor					
Company Name:	Modern Floors & More LLC				
Street Address:	830 5th St NW				
City, State, Zip:	Rochester, MN 55901				
Telephone:	507-497-5039				
Primary Contact:	James Kaczmarczyk				
Email Address of Conta	modernfloors1986@gmail.com				
Services to be provided	d:				
Labor					

Solicitation Name:	Carpet and Flooring Solutions					
Solicitation Number:	25.11					
Supplier Name:	Hiller Stores Inc dba Hiller Commercial Floors					
If a subcontractor will n	not be used, check this box:					
Company Name:	Right Way Flooring LLC					
Street Address:	6811 Chester Heights St SE					
City, State, Zip:	Rochester, MN 55904					
Telephone:	651-313-1616					
Primary Contact:	Matt Cantley					
Email Address of Conta	act: rightwayflooringmn@gmail.com					
Services to be provided						
Labor						
Company Name:	Superior Floor Covering of Rochester LLC					
Street Address:	5379 Highland Ridge Ln SE					
City, State, Zip:	Rochester, MN 55904					
Telephone:	507-269-2443					
Primary Contact:	Jay Brandt					
Email Address of Conta						
Services to be provided						
Labor						
Company Name:	William Smith Flooring LLC					
Street Address:	315 Luella Pl NE					
City, State, Zip:	Stewartville, MN 55976					
Telephone:	Bill Smith					
Primary Contact:	507-208-5599					
Email Address of Conta						
Services to be provided	Services to be provided:					
Labor						

Solicitation Name:	Carpet and Flooring Solutions
Solicitation Number:	25.11
Supplier Name:	Hiller Stores Inc dba Hiller Commercial Floors
If a subcontractor will n	not be used, check this box:
Company Name:	JB Renovations
Street Address:	23824 Essig Ave
City, State, Zip:	Morristown, MN 55052
Telephone:	507-210-1119
Primary Contact:	Josh Bertram
Email Address of Conta	josh@jbrenovations.com
Services to be provided	d:
Labor	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Conta	act:
Services to be provided	d:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Conta	
Services to be provided	d:



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(jes) must have ADDITIONAL INSURED provisions or be endorsed.

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PRO	DUCEF	?				CONTA NAME:	CT Sabr	ina Winter				
Alliance Insurance Agency of Mankato, LLC			PHONE (A/C, No, Ext): (507)720-6466 FAX (A/C, No): 507-720-6470									
		P O Box 4039	,		,	È-MÀIL	0 - 1	ina@aiaman	kato com	(A/C, NO). ••		
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		2909 Broadway Ave S		-		INSURE	RD:					
		Rochester, MN 55904				INSURE	RE:					
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Fergus Falls, MN 56537

AUTHORIZED REPRESENTATIVE





### **Cooperative Purchasing Connection**

# Tabulation Report RFP #25.11 - Carpet and Resilient Flooring Solutions

Vendor: Mannington Mills Inc

General Comments: Thank you for including Mannington Commercial in the Carpet - Resilient Flooring RFP. We look

forward to serving CPC and its members.

General Attachments: Part 3 25.11 - Questionnaire - MC.docx

Part 4 25.11 - Forms - Signatures - MC.pdf

Part 5 25.11 - Pricing Schedule\_Mannington 2.3.2025.xlsx



### **Company Information**

Name of Company: MANNINGTON COMMERCIAL

Company Address: 1844 US Highway 41 SE

City, State, Zip code: Calhoun, GA 30701

Website: www.manningtoncommercial.com

**Phone:** 1-800-241-2262

	Name	Email	Phone
Primary Contact 1 for	Jody Steger	<u>Iody.steger@mannington.com</u>	703-489-5698
Proposal			
Primary Contact 2 for	Shanon Newsome	Shanon.newsome@mannington.com	706-602-6430
Proposal			

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

	Name	Email	Phone
General Manager	Jody Steger	<u>Iodv.steger@mannington.com</u>	703-489-5698
Contract Manager	Jody Steger	<u>Iodv.steger@mannington.com</u>	703-489-5698
Sales Manager	Shanon Newsome	Shanon.newsome@mannington.com	706-602-6430
Marketing Manager	Jody Steger	<u>Iodv.steger@mannington.com</u>	703-489-5698
<b>Customer Service Manager</b>	Dustin Corn	<u>Dustin.corn@mannington.com</u>	806-602-6274
Account Manager(s)	Jody Steger	<u>Iody.steger@mannington.com</u>	703-489-5698

Provide vour Unique Entity Identifier (SAM.gov)

Vendor Name	UEI	
Mannington Mills, Inc.	PXLMXT4LDGX1	

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

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

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

How is your organization best described: Isit a manufacturer, a distributor/dealer/reseller or a service provider?

Mannington Commercial is a manufacturer.

### If your company is a distributor/dealer, provide your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.

N/A - Mannington Commercial is a manufacturer.

If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

Mannington's preferred method is to sell direct to your end users. We would bundle all your members' flooring purchases and ship them direct to the jobsite ready to use, or we can ship direct to the installation contractor, whichever is preferred. Our local sales representatives (we call them District Managers) are direct employees of Mannington. For turn-key installation, we have established relationships with installation partners across the country, consisting of both commercial flooring associations and independent flooring contractors. Partnering with dealer partner installation companies enables Mannington to provide viable, consistent pricing and service for all your project's flooring needs. Each turn-key installation will also have an installation Project Manager on-site during the entire installation to oversee the job. The PMs are direct Mannington employees.

## List any other cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.

Sourcewell (Flooring Contract), 8/9/2027

State of Louisiana (LAMAS), Salesforce shows expiration date of 8/9/2027

State of Massachusetts (FAC98), 6/30/2025

State of Florida (Florida Dept. of Management Services), 8/9/2027

Vizient, 2/28/2026

Premier, 8/9/2027

The Interlocal Purchasing System (TIPS), 5/31/2026

Texas Multiple Award Schedule (TXMAS), 8/9/2027

### Describe how your company will position a potential resulting contract with CPC versus other contracts you have access to.

Mannington holds numerous Cooperative, State, and Federal contracts. Mannington is offering our entire product line for this contract. The material and installation pricing is similar to or, for many items, identical to other contracts that we currently hold. Upon award, Mannington will request a CPC member list and market and target these members to make them aware that Mannington now holds a CPC flooring contract.

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

years?				
	Yes	X	_ No	
which ma	cument thorough ay affect the perf ap here to enter to	formance of		t in which your organization has been found guilty or liable, or s.
Has your	company been o	<mark>disbarred ar</mark>	nd or suspe	nded in doing business within the United States?
	Yes	X	_ No	
	at what states, th		debarmen	t and/or suspension, and its effective dates.

### **Qualifications & Experience**

1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).

Mannington Mills, Inc. is a privately held, fifth-generation, family-owned company that was founded in 1915. The motivating pledge since our founding has been "**To be the best people to do business with in the flooring industry**."

At Mannington Commercial, we offer a full range of flooring solutions from a single source supported by over 100 years of experience. We craft flooring products to inspire your creative vision, fit the performance needs of your space, and meet your sustainability goals. We have designed all our flooring products to work together seamlessly, making it simple to craft the right solution for your space. Our products include Luxury Vinyl Flooring (tiles and planks), Resilient Sheet, Non-Vinyl Flooring, Broadloom Carpet (in 6′, 9′ and 12′ width), Carpet Tiles, Area Rugs, Entry-Way Carpet, and Rubber Tiles & Sheet. We can also provide you with all the flooring accessories needed to complete a job, including wall base, transitions, stair systems, and adhesives. Ultimately, what we're crafting is not only a product, but a partnership.

### 2. Provide evidence of what your company is doing to remainviable in the industry (i.e., how you are adapting to changes in the industry).

Mannington's core business activities of driving operational excellence, keeping prices competitive, expanding selection, and delivering service and convenience, resonate with the values and strategies of our customers. Our customer-centric approach also drives our continual improvement efforts in reducing cost structures and driving lean manufacturing processes. This strategy allows us to remain price competitive globally.

**Varied Flooring Solutions** - Mannington partners with each of our customers to craft the right solution for each project. Rather than having a one-dimensional focus on a single service model, we offer a variety of service and product options to find the right fit for each customer. Our long history in bringing a broad portfolio of products to our customers, rather than a single, one-size-fits-all solution, has enabled Mannington to build a reliable and established infrastructure that serves the entire lifecycle of each project.

**Continued Expansion** - As a privately held company, Mannington is forward-thinking and able to take a long view for our business. Our acquisitions of Burke Industries and Amtico International have provided additional global infrastructure and expanded product portfolios to provide customer solutions for every need. We are continually expanding our broad platform of flooring to bring the most innovative and best performing products to our customers.

Responsive, Quality Delivery-In recent years, we have seen designers and end users require a contraction of time between when a product is specified and when it is installed – and we have taken practical measures to meet and exceed these expectations. In the past year, we have expanded our Customer Service Department in our commercial headquarters and refreshed our Xpress quick-ship program to include more products that ship within 5 business days of order – both with a view to leading the industry in quick, accurate, quality fulfillment of customer orders. In the case of LVT, by manufacturing domestically, we have a 7-day turnaround for products, as opposed to the industry standard of 14-17 weeks.

**Focus on Sustainability** - Every product reflects our commitment to the environment. Material transparency allows customers to responsibly design sustainable and healthy spaces. We provide Health Product Declarations to 100 ppm for most product lines, along with Environmental Product Declarations, indoor air quality certifications, and other product line specific certifications, including Declare Red List Free and NSF/ANSI-140, as well as company-wide certifications like ISO 14001 and +Vantage Vinyl. We've also signed onto the United Nations Global Compact and adopted a Code of Conduct for our suppliers, demonstrating our commitment to advancing best practices concerning human rights, labor, the environment, and anti-corruption.

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

Mannington is committed to providing the very best service to our customers. Our service levels are at 99+% and our claims rate is at less than 0.05%. Nothing is more important to us than to be able to continually improve on our ability to surpass our customers' expectations. As such, Mannington's Segment Leader holds monthly wellness calls with the appropriate personnel for accounts similar to CPC. Such dedicated, qualitative service and attention are what lead most of Mannington's Strategic Accounts to continue their contracts with us term after term. In addition to the cooperative and state contracts listed in our response on page 2, this also includes clients such as Fresenius Health Care, Hospital Corporation of America, Avalon Bay, Ulta Beauty, Erickson Senior Living, Dillard's, and Hallmark Retail to name just a few. Mannington has dozens of other contacted clients we cannot name due to confidentiality concerns.

### 4. Describe the number of agencies to which your organization, on average, provides carpet and resilient flooring solutions.

Mannington's largest segment is healthcare, with education/government a close second. We provide carpet, resilient, and rubber to thousands of individual users in the course of the year, with hundreds of contracted partnerships with such customers. While Mannington is privately held and cannot disclose the specific details of our financials without a signed

non-disclosure agreement, D&B Hoovers publishes our estimated revenue at approximately \$1B. We are consistently ranked fifth in annual revenue among US flooring manufacturers.

## 5. Describe the percentage of your company's annual revenue by customer market (city/county/government; K12 education; non-profits - 501(c)(3); higher education).

Customer Market	% of Revenue
City/county government	Approximately 15%
K12 education	Approximately 15%
Non-profits - 501(c)(3)	<5%
Higher education	Approximately 12%

#### 6. Describe your experience and the sales approach your company will take with participating public agencies.

Your local Mannington District Managers will work with our Government Segment Leader, Jody Steger, on a regional level to coordinate Mannington's sales efforts with CPC members. In addition, they will pursue strategic partnerships with other CPC affiliated vendors, architects, designers, and end users to encourage lead sharing and other collaborative efforts where appropriate to better serve CPC members.

Mannington has an internal marketing team that is responsible for creating awareness of the Master Agreement and easy access to the supporting information, pricing, and general terms and conditions of the contract. They are willing to work with CPC in creating our program launch announcement and distributing it to all your participating/eligible members as well. This announcement will define the products and services offered by Mannington through the Master Agreement and include a link to our website where the CPC members can access product information, technical and post-sales support, Mannington sales and support rosters, and listing of Mannington distributors.

We also encourage partnering for targeted marketing campaigns both regionally and nationally. We propose putting together a pamphlet detailing the ordering specifics, contact information, and other frequently asked questions to provide to potential end-users for ease of use with this contract. Also, Mannington is open to attending national conferences and other local sites as needed by CPC and/or your members.

#### 7. Provide any additional information relevant to this section.

At Mannington, we believe that having a stream-lined process is the most efficient way to serve our customers. The team we will assemble for the CPC contract has built its core business model around providing multi-product solutions to customers such as yourself for over two decades. Our Strategic Account Services team is available to you at every stage – whether requesting samples, technical data, freight consolidation and bundling services, installation options, or product warranties – our Strategic Account Services team is ready to help. At the corporate level, our Strategic Accounts Program can support your projects in many ways:

- > National Discount Volume Pricing
- > Quarterly Reports of Purchases
- > Volume Discount Rebates on Actual Purchases
- > Dedicated Customer Service Mill Representatives
- > Flooring Consultation
- > Design and Product Selection
- > Project Planning and Scheduling
- > Detailed Proposals
- > Take-Offs & Seaming Diagrams
- > Maintenance Recommendations & Training

Provide three (3) references that have purchased carpet and resilient flooring solutions <u>from your company within the last two (2) years</u>. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 - Company Name Service/Product Purchased Year of Purchase Reference Contact Phone Email

Sourcewell (Flooring Contract)
Carpet, LVT, Resilient Sheet, Rubber Flooring, Wall Base, Transitions, Adhesive
2019 - Present
Darin Narlock
218.541.5250
darin.narlock@sourcewell-mn.gov

Reference #2 - Company Name Service/Product Purchased

**Year of Purchase Reference Contact** 

**Phone Email** 

State of Louisiana (LAMAS)

Carpet, LVT, Resilient Sheet, Rubber Flooring, Wall Base. Transitions. Adhesive

2021 - Present Ben James 225.342.8465 ben.James@la.gov

Reference #3 - Company Name Service/Purchase Purchased Year of Purchase **Reference Contact** 

**Phone Email** 

State of Massachusetts (FAC98)

Carpet, LVT, Resilient Sheet, Rubber Flooring, Wall Base, Transitions, Adhesive

2018 - Present

Kelly Thompson Clark

617.720.3184

kelly.thompsonclark@state.ma.us

### **Performance & Capability**

1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

The need for bundling both carpet & resilient flooring, along with installation services. Mannington has been doing just that for decades. In addition to our exceptionally broad portfolio of multiple carpet types, including custom area rugs, resilient flooring (sheet & LVT, plus non-vinyl options), as well as rubber sheet & tile, and accessories, Mannington offers unparalleled customer service on a daily basis for end users just like your members. On the service side, our Strategic Accounts Department aligns with Mannington Commercial's product, ales, and service capabilities to meet the unique needs of large, multi-location users like CPC's. An adaptive model is tailored to the needs of each customer: it functions as an extension of our field sales and service departments to provide a "one point of contact" level of service. This provides deep accountability at every step of the customer relationship, minimizes confusion, and streamlines the ordering process for your members.

#### 2. What are your company's expectations in the event of an award?

Mannington expects the CPC contract to provide significant value not only to us as the flooring provider, but also to your member agencies. Many CPC member agencies require both carpet and hard surface flooring for a project, and Mannington has a history of helping our clients streamline contracts and simplify purchasing. Quite often, as we are selling resilient products to our clients they will ask about carpet (and vice versa) and frequently buy these other products as well. This streamlining of product offerings through one manufacturer. Mannington Commercial, can benefit both of us in terms of volume and simplicity. Not to mention that your member agencies are purchasing products of the highest quality at extremely competitive price points.

3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

No. Mannington will service all participating agencies.

Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

At Mannington, we believe that our key differentiators are (1) Performance, (2) Being a Trusted Partner, and (3) Segment Expertise.

- (1) Performance To Mannington, performance means many things, and we offer a number of performance advantages that our competitors cannot match:
- Our Quantum Guard Elite (QGE) finish coat offers patented superior scratch and dent resistance for our resilient sheet and LVT. It was engineered to provide best-in-class dimensional stability. OGE also guarantees easy no-polish maintenance that significantly reduces your resilient flooring's overall life cycle cost and total cost of ownership.
- Our resilient sheet flooring is 100% made in the US in Salem, NJ. We are proud to support the communities and environmental health of the places we call home. And being a US manufacturer allows us to provide the highest levels of service and quality in the industry along with shorter lead times, all while supporting local economies and crafting quality. American-made products.

- Mannington's LVT is third-party tested and proven to exceed industry standards, including resistance to slipping, indentation, fading from light, and deterioration from chemicals, ensuring long-lasting beauty, cleanability, and safety. And with over 95% of our product offering made in the USA, we can offer the industry's shortest lead times.
- Mannington offers dozens of carpet styles and backing types to perfectly suit any end use. All our carpet products are third-party tested and proven to exceed industry standards in appearance and texture retention, and our modular carpet exceeds industry standards in dimensional stability guaranteeing the carpet you specify will perform for years to come.
- A core component of sustainability is not having to replace/recycle materials at all. The longer you can keep a floor installed, the more sustainable it is. And Mannington can provide industry-leading warranties, including lifetime warranties for our carpet and up to 25-year warranties for our LVT, because we know without a shadow of a doubt that they will perform and be safe for at least that long.
- (2) Trusted Partner Mannington Commercial is a privately owned corporation that recently transitioned to our fifth generation of leadership from the family of our founder, John B. Campbell. For decades, our primary, overarching goal is to be the best people to do business with in the flooring industry. This means we always put people first -- the people who live, work, and play on our surfaces, the people we serve, the people we employ, and the people in the communities where we operate. Our directors strive to make Mannington a "best place to work" and provide for a healthy work/life balance.

While that's great for Mannington employees, what does this mean for our customers like CPC and your members? Happy employees work harder, smarter, and produce better products for customers like you. The corporate culture at Mannington has always been about more than just the bottom line, and Mannington associates know this. We really do care about the success of our company, which means you get better service and better products. For example, Mannington has one of the lowest claims rates in the industry at less than one-half of one percent (<0.05%). For the previous decade, our claims ratio has been over five times better than the industry standard. Our current service levels are at 99.4%, which reflect Mannington's ability to deliver our product on time and as promised to our customer.

(3) Segment Expertise – Mannington holds multiple cooperative contracts similar to CPC, so we are well-versed in the intricacies of servicing a contract such as yours. We can offer you the industry's broadest portfolio of products, designed and crafted to support your end users in demanding, traffic-heavy spaces. Our vast array of flooring options is designed and engineered by people who take pride in their craft – because we know that you take pride in yours.

### 5. Describe how your company will work with a participating agency to assess and design a flooring concept. Describe how flooring needs are met and what factors are considered in advising on best flooring solutions.

At Mannington we know that no single product category can meet the many needs of each project. We offer the industry's broadest portfolio of products, including broadloom carpet in 6-, 9-, and 12-foot widths, carpet tile, LVT, non-vinyl tiles & planks, resilient sheet goods, rubber flooring, wall base, transitions, and stair systems.

Your local District Managers will partner with your members to assess their specific needs and find the right solution for each space, without ever asking them to compromise between styling, performance, service, and sustainability -- all through one point of contact. And our Strategic Accounts (SA) Program will streamline the entire process, focusing on cost reduction and standardization that allows your members to create a purchasing program in conjunction with Mannington either through their own dealer partners or manufacturer-direct. Through this program, we can become their single source, total solution for commercial floor coverings. Ordering multiple flooring materials and accessories from Mannington means that your members only need to submit one PO then let us handle the consolidation of your materials into a single shipment.

### 6. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.

Upon award, all of Mannington's new clients are assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This person is specially trained to assist our Strategic Account Partners. Orders are placed through your dedicated CSR, who is also your primary point of contact, and she will manage your order through delivery and installation (where applicable).

### 7. Describe if your company will be including a dealer network and how they will be involved. If a dealer/installer network will be involved, please include a list of approved dealers/installers.

While Mannington can sell all products direct to your members, Mannington can also work with the following dealers to coordinate ordering, delivery, and installation when needed:

MCI

Manny Cuevas

MCuevas@mcicarpetone.com

26 1st Ave N; Waite Park, MN 56387

& 1149 Zealand Ave N; Champlin, MN 55316

#### **CFS**

Andrew Marden
<a href="mailto:amarden@cfs-floors.com">amarden@cfs-floors.com</a>
940 Apollo Road #110; Eagan, MN 55121

#### **Absolute**

Karla Sheehy
<u>Karla@absolutecf.com</u>
9850 51st Ave N #106; Plymouth, MN 55442

Mannington would also like to have the ability to add authorized dealers at the request of a CPC member. Authorized Mannington would authorize dealers to buy, sell, and install at or below CPC contract prices for CPC members. These authorized dealers would help ensure quality service and installation performance.

# 8. Describe any differentiation between assessment, ordering, etc. for an agency that chooses product only or installation only services. Describe how issues and concerns are handled when selling product that will not be installed by your company, or when installing product that was not purchased through your company.

Mannington would not provide installation services for non-Mannington products. There would be no difference in the ordering process for an agency regardless of whether they are buying only product or product and installation. For turn-key installation, Mannington's local sales representative will work in conjunction with our ProSolutions turn-key department to be our resources for assessing necessary information at the jobsite to ensure a successful installation. They will coordinate with your dedicated Customer Service Representative to make the ordering process as smooth and stress-free as possible for your member agencies.

## 9. Describe any retail locations that participating agencies would be able to access to make purchases. Describe how agencies would receive discounts at those retail locations.

Mannington Commercial has regional showrooms in multiple locations across the US: Atlanta Design Center, Marketing, & Showroom; Chicago, IL; McLean, VA (DC), & New York, NY. Your local District Sales Managers are always available to visit any member location and bring sample boards and folders to assist in the design and selection process.

### 10. Describe your company's installation services and your communication with a participating agency during installation.

Mannington's ProSolutions Department allows our clients to purchase both material and installation direct on one purchase order. As part of our ProSolutions turn-key program, we will establish relationships with your personnel at every pertinent level:

- Mannington's local sales representative will be a resource for information at the jobsite as well as within your organization's planning department.
- Our installation project managers, which will serve as the main point of contact during installation from start to finish, have all been certified and trained on each of our product lines. Because of this level of expertise, any situation that may arise during the installation process can be addressed on-site without causing delay or confusion. Our installation crews are available to conduct your installation at any time that is most convenient for you whether that be during the day or during off-hours over-night.
- Internally, our Strategic Account department is set up to monitor inventory levels and establish future material needs so that shipments and project deadlines are maintained.
- We will warehouse all your material needs at one of our eight locations across the country.
- A single delivery of materials will arrive to the jobsite as a bundled package. Once the material arrives, everything needed for the installation will be there and available for use.

#### 11. Describe the duties of your company's installation teams and project roles.

Our ProSolutions turn-key installation services department is crafted to make the complex simple when it comes to flooring. As your partner, we can deliver a completely streamlined solution for selecting and installing flooring for all your applications. This program ensures professional project management, a single point of contact, single-source warranty coverage on both labor and material, and a complete litany of services. Our ProSolutions services include:

- > Installation project management
- > Single project manager => one point of contact
- > Site visits and coordination with general contractor, owners, and/or site representatives

- > Moisture testing
- > Industry-leading moisture solutions suitable for installations up to 99% RH
- > Installation scheduling
- > Phasing diagrams
- > Material management
- > Shipping and delivery coordination
- > Removal of existing flooring
- > Floor preparation
- > Installation
- > Furniture, fixture, and modular removal and/or replacement
- > Closeout packages including specifications, warranty, and cleaning/maintenance information

Mannington's Turn-Key Team is not only stream-lined, but represents every facet of your flooring needs. Your installation project manager, local District Manager, and our Strategic Accounts team will provide your members with a direct link to manufacturing, delivery, installation, and sales support from this group of highly trained, diverse personnel that work as a cohesive unit on a daily basis. There should never be a situation in which a need or problem could not be addressed from within this group.

#### 12. Describe any certifications and/or trainings your installation teams/personnel possess and adhere to.

To become an authorized installation partner, installers must attend Mannington's annual installation training seminar. Further, all Mannington turn-key partners are subject to rigorous pre-qualification procedures prior to beginning a Mannington project. Financial background checks are performed to assess their financial health and we ensure that they maintain proper insurance coverage. Our Technical Services Department audits their installation knowledge and expertise on a continual basis. We also maintain contact with our end users to ensure each subcontracted installation company receives high ratings. If an installation company does not perform for our end users in the extremely professional and quality manner that Mannington requires, we give them one and only one warning. If they receive one additional complaint beyond the first, Mannington will no longer recommend or partner with that installation company. One of Mannington's goals is to be "The best people to do business with in the flooring industry." We will tolerate no less from our installation partners.

### 13. Describe your company's examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.

When Mannington's ProSolutions turn-key installation program is chosen, Mannington will send one of our installation project managers to the site to oversee all aspects of the installation process. They are well-versed in the required floor preparation procedures and will review the site conditions for subfloor readiness, which would include removal of existing flooring, adhesives, and other contaminants, moisture and alkalinity testing, levelness and patching, and use of any sealers or other remediation that may be needed prior to installation. They will be on-site for the entire installation process as well as post-installation to ensure all punch list items are complete and the floor is ready for use.

Mannington's ProSolutions turn-key installation program is synchronized with our Strategic Accounts Group. This program ensures professional project management, a single point of contact, and extended labor warranties -- all backed by Mannington.

#### 14. What is your company's fill rate and success in meeting project timelines?

Mannington's commitment to quality and performance is reflected in our unmatched service levels. Our current fill rate is at 99.4%, meaning we get you the right product on time. We measure our service performance daily to make certain we are meeting the needs of our customers.

## 15. Describe your company's customerservice/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Both aftermarket and on-site support will come from Mannington. Our sales & marketing, manufacturing, product development, service operations, administrative functions, and warehousing are all located on the same 140+ acre campus. This unique structure allows for fast, flexible, and focused communications and results. Your service team consisting of Strategic Account Services, Customer Service, and Shipping Services all report directly to members of the executive team, promoting the highest levels of focus and responsiveness to meet your needs. This service team represents approximately 100 associates.

At Mannington, we believe that having a stream-lined process is the most efficient way to serve our customers. In the event of any type of issue, the actual process is a very simple one. No formal paperwork is required. A phone call or email to our

CPC team, either your dedicated Strategic Account Specialist or your local District Manager, notifying us of the problem is all that is needed on your end. From there, you should expect to have a Mannington representative on site within 24 hours at the latest if the problem is a performance issue with your product.

Our customer service team is divided into four groups: a) Domestic Customer Service; b) International Customer Service; c) Sample Services; d) Strategic Account Customer Service. Combined, this department has 22 members excluding management. Currently this combined team handles 3,200 incoming calls per week on average. Customer Service hours are 8:00 a.m. - 8:00 p.m. Monday through Friday. Most District Managers are available outside of these hours.

### 16. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.

Mannington Commercial has a marketing plan to ensure smooth implementation and execution of all aspects of this contract. The first step in our marketing plan is to ensure the proper internal and external contract stakeholders have been properly notified. To do so, Mannington will create and distribute a program launch announcement through both electronic and hard copy versions. This announcement will provide necessary pricing, terms and conditions, ordering procedures, and general sales initiatives to our internal teams. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement both regionally and nationally.

#### 17. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Mannington Commercial plans to leverage its marketing and sales staff to maximize the impact of the anticipated contract by focusing on several key strategies:

- 1. **Targeted Marketing Campaigns**: The marketing team will develop tailored campaigns to highlight the unique benefits and features of the new contract. This includes digital marketing, social media outreach, and traditional advertising to reach a broad audience.
- 2. **Sales Training and Support**: The sales staff will receive specialized training to effectively communicate the value proposition of the contract to potential clients. This includes understanding the technical aspects of the products and services involved.
- 3. **Customer Engagement**: Both marketing and sales teams will work together to engage with existing and potential customers through events, webinars, and direct communications. This helps build strong relationships and trust with clients

These strategies will ensure that the anticipated contract is successfully executed and provides significant value both to Mannington as well as to your members.

#### 18. Describe your company's use of technology and digital data in your marketing.

Mannington can create a dedicated micro-site specifically for you. This site will include information on all your specified products, including product images, specifications, maintenance instructions, installation instructions, and sustainability information. We also have a new web-based system called Mannington Advantage, which allows our customers to check stock, place orders, and track and manage their existing orders and invoices online.

#### 19. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?

Mannington encourages partnering for targeted marketing campaigns both regionally and nationally. As noted previously, we can design a pamphlet detailing the ordering specifics, contact information, and other frequently asked questions to provide to potential end-users for ease of use with this contract. And as noted above, Mannington can also create a dedicated micro-site for CPC. We encourage CPC to aid us in alerting your members of these tools to ensure successful use of the contract.

#### 20. Describe your company's contract implementation or customer transition plan.

Implementation will take place in less than one month. Our internal Strategic Account Services department is ready to manage your account from the date of notification of award. The transition phase will consist of the cohesion of your purchase order transmittal process with our own order receipt and processing program. The system is in place to process orders immediately. Our experience has shown us that typical set up time for your entire system will be 1-3 weeks. This entire implementation process can be done in conjunction with order placement and material shipment, eliminating any potential downtime.

#### 21. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.

Mannington Commercial has put together punch-out ordering and marketplace systems with other purchasing groups in the past. Our IT and Sales Support teams are fully able to work with CPC to build a system specific to the needs of your members.

#### 22. Provide any additional information relevant to this section.

From the beginning, Mannington has chosen to source raw materials and manufacture domestically. Even as the option to outsource certain categories of flooring emerged, we stayed true to our core values and built or enhanced domestic factories to manufacture many of our products here at home, in America. Today, more than 95% of our commercial flooring products are manufactured domestically, and less than five percent of our total finished products are produced outside the U.S. We continue working to domestically produce as much as possible, increasingly onshoring production to bring manufacturing back to the U.S. Being a domestic manufacturer means we truly understand the raw materials that go into our commercial flooring. In fact, we understand every part of our flooring production right down to the energy required to make it. Because we can actually see and feel the product at every step in its production, we can guarantee consistently reliable products and delivery times. Manufacturing domestically also affords greater flexibility in design for our customers. We can connect with our factory teams to try new colors, textures, and designs. The lines of communication are open and easily accessible. As a result, we offer a greater breadth of design than any of our competitors and can accommodate many unique design requests. All our designs are created by and unique to Mannington.

### **Products, Service & Pricing**

#### 1. What specific products and/or services are you proposing under this solicitation?

Mannington Commercial is proposing our entire product line, including Luxury Vinyl Flooring (tiles and planks), Resilient Sheet, Non-Vinyl Resilient Flooring, Broadloom Carpet (in 6', 9' and 12' width), Carpet Tiles, Area Rugs, Entry-Way Carpet, Rubber Tiles & Sheet, Wall Base, Transitions, Stair Systems, and Adhesives. Mannington also offer turn-key flooring installation; all aspects of our installation services are also quoted in the submitted pricing.

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

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

Pricing is the same as offered to other purchasing groups and collective/cooperative contracts.

#### 3. Describe how participating agencies will verify they are receiving contract pricing.

Mannington's local sales managers that have negotiated the pricing for the CPC member on a job by job or project basis are responsible for verifying the pricing on each order before the order is processed for fulfillment. Mannington often sends copies of the CPC price list with the quote to the agency's purchasing officers so they can confirm the quoted prices do not exceed the contract prices. In addition, order confirmations are emailed (when applicable) to the ordering party, often on behalf of a CPC member, for further review. Reporting is run quarterly by the Accounting Department for review and reporting to CPC.

# 4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

The only minimum order requirements Mannington has is a one box minimum for carpet tile and LVT.

#### 5. Describe your warranty and warranty process for all products and services.

<u>Integra HP, UltraBac RE, Infinity 2, and rEvolve II carpets</u> – Lifetime Limited Warranty covering moisture barrier, delamination, tuft bind, edge ravel, static charge, and face wear. Most products also carry Mannington's XGuard stain resistance treatment with a 15 Year Stain Resistance Warranty and Mannington's ColorSafe bleach resistance technology with a 15 Year Colorfastness to Bleach Warranty.

<u>Luxury Vinyl</u> – Warranties vary from 10 Year Light Commercial Warranty to 25 Year Commercial Warranties, product dependent; most products also carry a Quantum Guard Finish Coat Warranty

<u>Heterogeneous Sheet Goods</u> – 15 Year Commercial Warranty & 15 Year Quantum Guard Finish Coat Warranty (City Hub – 10 Years)

**Homogeneous Sheet Goods** – Warranty length varies by product:

- -- BioSpec Armor 15 Year Commercial Warranty & 15 Year Quantum Guard Finish Coat Warranty
- -- BioSpec MD & Color Anchor Prism 12 Year Commercial Warranty & 12 Year Quantum Guard Finish Coat Warranty

-- BioSpec SR & Assurance III - 5 Year Commercial Warranty & 5 Year Quantum Guard Finish Coat Warranty

Heterogeneous Light Sheet Goods - 10 Year Light Commercial Warranty

**Rubber Flooring** – 10 Year Warranty for Wear and Manufacturing Defects

Wall Base and Finishing Accessories – 5 Year Warranty for Manufacturing Defects

#### 6. Describe the return process and restocking fees associated with a return.

Mannington Commercial's return process involves several key steps and conditions:

- 1. **Courtesy Returns**: These are returns of unused products without manufacturing defects. They are not automatic and must be approved by Mannington.
- 2. **Approval Process**: All courtesy returns must be initiated by a Mannington District Manager, who will file a claim request. Mannington will then verify the product's acceptability and approve or decline the return.
- 3. **Time Frame**: Returns must be requested within 30 business days from the invoice date.
- 4. **Non-Eligible Items**: Custom, made-to-order, promotional, off-goods, short rolls or cuts, discontinued items, cut or opened rolls, and partial cartons are not eligible for return.
- 5. **Restocking Fees**: Typically, a restocking fee of 35% of the returned quantity's invoiced amount is charged, along with freight and handling costs. These fees, along with any unsellable product, will be deducted from the credited amount.

# 7. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Mannington would only institute a price increase in the event of increases in the cost of our raw materials. Please note that Mannington takes several steps to mitigate price increase for our customers:

- In the event of an increase in the cost of raw materials, we will negotiate with our current suppliers and may even switch suppliers to ensure the most aggressive rates in an effort to mitigate any price increases that may be passed on to our customers.
- Mannington also continually monitors our manufacturing practices looking for efficiencies in the production process that can help to lower costs.
- > We annually negotiate our freight contract to ensure the most aggressive rate as well as addressing any recurrent on-time delivery issues.

#### 8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.

Mannington does not have a set frequency for price list revisions. The cost of raw materials, energy, transportation, and wages/benefits all effect the decision to institute a price increase on Mannington's flooring products. We understand the importance of price stability for your members. To ensure pricing stability we have implemented the following measures:

- 1. **Contractual Pricing Agreements:** We establish clear contractual agreements upfront that clearly define pricing and any potential changes for the duration of the contract.
- 2. **Material Cost Control:** We have longstanding relationships with our suppliers, including multiple tiered suppliers to give us price advantages, allowing us to negotiate stable pricing for raw materials. This helps us maintain consistent costs on our end, which translates into stable pricing for you.
- 3. **Domestic Production:** A significant portion of our production is domestic, which helps us control external costs such as volatile international shipping rates, legislation and tariff impacts, and supply chain disruptions. This domestic focus provides additional price stability and reduces the risk of unexpected increases.
- 4. **Transparency:** We commit to transparent communication throughout the project. If there are any potential factors that could impact pricing, we will inform you well in advance and work together to find a solution.

#### 9. Describe how future product introductions will be priced and align with contract proposed pricing.

Mannington is constantly introducing new products in all our product categories. Once these products are officially launched, Mannington will propose adding these products to the CPC contract at a pricing structure consistent to the same discounted pricing of the current contract items. We will maintain the same discount off our list price for these new product introductions.

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

Mannington Commercial has a comprehensive audit program that ensure our compliance with the needs of our Strategic Account partners like CPC that includes several key components:

- 1. **Regular Internal Audits**: Mannington Commercial will conduct periodic internal audits to review all aspects of the contract. These audits will focus on financial commitments, service delivery standards, legal requirements, and performance metrics.
- 2. **Training and Awareness Programs**: Employees involved in the contract will receive on-going training to stay informed about the contract's requirements, ensuring everyone understands their responsibilities and the importance of adhering to the contract.

3. **Data Monitoring and Reporting**: Mannington Commercial will utilize data analytics to monitor compliance in real-time. This will include tracking key performance indicators (KPIs) and reports to identify areas of concern.

By implementing these measures, Mannington Commercial aims to maintain high standards of compliance and ensure the successful execution of our contract with CPC.

#### 11. Provide any additional information relevant to this section.

Mannington's Environmental Policy is "To assure no adverse effects of our business on the environment and the health and safety of our associates, our local communities, and our customers." In addition to our goal of manufacturing the best performing flooring products available, Mannington has been working to make a positive impact on the environment and our communities for more than 30 years. We offer a range of unique programs and benefits to help our customers to achieve their sustainability goals.

We know that a positive impact means full transparency and that certifications help navigate the world of green marketing claims, so we invest in ISO-14001 and environmentally preferable certifications, including NSF/ANSI-140, FloorScore, and Green Label Plus. All Mannington Commercial products may contribute to multiple LEED and Green Globes credits:

- **105% Carbon Offset** Mannington is taking immediate steps to reduce net global emissions by offsetting at 105% the equivalent "cradle-to-gate" greenhouse gas emissions of our domestically manufactured commercial flooring products.
- **Environmental Product Declarations** All standard carpets, our Georgia-produced rubber tiles, and our Georgia-produced LVT (which accounts for approximately 95% of all LVT we offer) carry product-specific EPDs. The rest of our rubber flooring and resilient sheet flooring are covered by industry-wide EPDs.
- **Health Product Declarations** Like with the EPDs above, all standard carpets, our Madison, GA produced LVT, resilient sheet products, and our rubber flooring and wall base all carry HPDs.
- **Declare / "Red List Free" Certification** Our rubber flooring ColorSpec/ColorScape, Open Range, Teles, TS wall base, Proxy non-vinyl planks, UltraBac RE broadloom carpets, and rEvolve II modular carpets are certified "Red List Free" with Declare.
- **CRI Green Label Plus / SCS FloorScore** Both certifications are a path to indoor environmental quality credits under multiple green building rating systems. All Mannington products are certified under Green Label Plus or FloorScore as applicable.
- NSF/ANSI 140 All Mannington standard carpet backings are certified "Gold" under NSF/ANSI 140.
- **ISO 14001 & 9001** Mannington has a variety of operations certified to these standards. ISO 14001 is an environmental standard that provides a system for continual improvement in environmental performance. ISO 9001 is a quality standard that provides a system to continually improve quality to enhance customer satisfaction.
- **Mindful Materials & Ecomedes** All Mannington Commercial's standard product lines are listed on both Mindful Materials and Ecomedes, user-friendly hubs that allow you to view information including specs, contact information, as well as all sustainability related data for your chosen flooring.

### Value Add

1. Are you offering any additional benefits (outside of discounted pricing) that add value to this contract? If so, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.

Mannington Commercial can offer a number of complimentary programs and services to enhance the value of the CPC contract for your members, including:

**Xpress Quick Ship Program** – Mannington has options for time sensitive projects that further reduce lead times. Just a few of these solutions include our Xpress program, which offers a wide variety of select styles/colors in Modular & Entryway Carpet, LVT, and Resilient Sheet inventoried for shipment in approximately 10 days, and "blanket inventory" options, our standards program offering inventory maintained on-the-shelf and ready to ship within just a few days.

**Custom Design Services** – At Mannington, we have a long history of working with our customers to develop products that specifically match the aesthetic, performance, and technical requirements for your facilities. Whether it is something as simple as a custom color variation of an otherwise standard running line product, or a completely new design unlike anything we've ever created before, Mannington welcomes the challenge of providing our customers with the perfect product for each area in your facilities. We also offer a full-service floor design program called FloorMaps, in which we provide you with custom flooring layouts, from concept to installation plan, for one room or an entire facility. With FloorMaps, you can leverage our floor design expertise to easily achieve your goals for any space. Deliverables include:

**Digital Design & Planning Aids** – Our website, www.manningtoncommercial.com, also offer a number of design tools that any end user can access 24/7, including our Visualizer, which allows you to see our LVT or carpet tiles in multiple layouts and room scenes: <a href="https://www.manningtoncommercial.com/visualizer/">https://www.manningtoncommercial.com/visualizer/</a>. At this link, you can select from dozens of different room scenes, add your chosen tile/plank, specify its layout (i.e., quarter-turn, ashlar, etc.), save your favorites, and download your chosen room scene to share. You can also custom design your perfect area rug completely online at <a href="https://www.manningtoncommercial.com/custom-rugs-tool/">https://www.manningtoncommercial.com/custom-rugs-tool/</a> or your custom carpet at <a href="https://www.manningtoncommercial.com/custom-carpets-tool/">https://www.manningtoncommercial.com/custom-carpets-tool/</a>.

## **Exceptions & Deviations**

Our company i	s requesting an Exception and	l/or Deviation to the RFP docu	ments.
	Yes X No		
If YES, complet	e the questions below:		
List any additi	onal stipulations and/or requ	irements your company reques	sts that are not covered in the RFP.
Click or tap	here to enter text.		
must include t	he following when requesting P section number and page nu scribe the exception planation of why this is an issu roposed alternative to meet t	exceptions: mber	chnical Specifications. Respondents
No exceptio			
RFP Section	Exception	Why This is an Issue	Proposed Alternative



### Forms & Signatures RFP #25.11 - Carpet & Resilient Flooring Solutions

#### **Instructions**

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

To submit the <u>required forms</u>, follow these steps:

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

#### The following sections will need to be completed prior to submission:

- 1. Contract Offer & Award
- 2. Uniform Guidance "EDGAR" Certification Form
- 3. Subcontractor Utilization Form



### **Contract Offer & Award**

Mannington Commercial,

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

#### Part I: Supplier

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

<b>Business Name</b>	a business unit of Mannington Mills, Inc.	Date	2/3/2025
Address	1844 US Highway 41 SE	City, State, Zip	Calhoun, GA 30701
Contact Person	Jody Steger	Title _	Government Segment Leader
Authorized Signature Email	jody.steger@mannington.com	Title _ Phone _	Senior VP, Commercial Sales 703-489-5698
the products a specifications, $\epsilon$ months and wil	to the identified proposal is hereby accepted. and services identified within this solicitate exceptions, and amendments. The initial terest commence on the date indicated below. The (1) additional 24-month period. CPC may grow the control of the	tion, your responses of this contraction of this contraction of the co	onse, including all terms, conditions, act shall be for up to twenty-four (24) ptional renewal for a period lasting no
Agency		Authorized Signature	
Name		Title	
Awarded this	day of	Contract #	
Contract/Agreer	ment to Commence		

# EDGAR Certification Form 2 CRF Part 200

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

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

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

#### (A) Supplier Violation or Breach of Contract Terms

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

#### (B) Termination for Cause and for Convenience

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

#### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### (D) Davis Bacon Act

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

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### (E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### (F) Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

#### (H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

#### (J) Procurement of Recovered Materials

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

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

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

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### (L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

#### PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

#### CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Mannington Commercial,

**Business Name** a business unit of Mannington Mills, Inc.

Authorized Signature

Title Senior VP, Commercial Sales

**Full Name** 

**Brad Root** 

# **Subcontractor Utilization Form**

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

Solicitation Name:				
Solicitation Number:				
Supplier Name:				
If a sub-contract and the second	and akl- 4l-1	how X		
If a subcontractor will not be	usea, cneck this	DOX: C		
Company Name:				
Street Address:				
City, State, Zip:				
Telephone:				
Primary Contact:				
Email Address of Contact:				
Services to be provided:				
Company Name:				
Street Address:				
City, State, Zip:				
Telephone:				
Primary Contact:				
Email Address of Contact:				
Services to be provided:				
-				
Company Name:				
Street Address:				
City, State, Zip:				
Telephone:				
Primary Contact:				
Email Address of Contact:				
Services to be provided:				



#### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights t			uch end	lorsement(s			. A 31	atomont on
PRODUCER			CONTACT NAME: Fran Jordan					
Marsh USA LLC 30 South 17th Street			PHONE (A/C, No, Ext): (215) 246-1461 (A/C, No):					
Philadelphia, PA 19103			E-MAIL ADDRESS: Fran.Jordan@marsh.com					
Attn: PHILADELPHIA.CERTS@MARSH.COM			7,52,1,20		SURER(S) AFFOR	RDING COVERAGE		NAIC#
CN101251162-STND-GAWU-24-25			INSUREI			Company of America		25674
INSURED					surance Compan			20281
MANNINGTON MILLS, INC. 75 MANNINGTON MILLS ROAD			INSUREI		surunce Compan	<u>y</u>		
SALEM, NJ 08079	INSUREI							
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COVERAGES CER	TIFICA	TE NUMBER:	•	006660977-08		REVISION NUMBER: 2		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH INSR	EQUIREN PERTAIN	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY ED BY T BEEN R	CONTRACT THE POLICIE EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	OT TO	WHICH THIS
LTR TYPE OF INSURANCE	INSD W	VD POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A X COMMERCIAL GENERAL LIABILITY		TC2JGLSA824K1573TIL24		09/15/2024	09/15/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	1,000,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
X POLICY PRO- DECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
A AUTOMOBILE LIABILITY		TC2JCAP651G7078TIL24		09/15/2024	09/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
ACTOC CIVET						(i oi dooidont)	\$	
B X UMBRELLA LIAB X OCCUR		79715941		09/15/2024	09/15/2025	EACH OCCURRENCE	\$	5,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
DED RETENTION\$	1						\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB7P6278232451K (AOS)		09/15/2024	09/15/2025	X PER OTH- STATUTE ER		
A ANYPROPRIETOR/PARTNER/EXECUTIVE T/N		UB7P6306802451R (AZ, MA, OF	R, WI)	09/15/2024	09/15/2025	E.L. EACH ACCIDENT	\$	1,000,000
OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACC	RD 101, Additional Remarks Schedu	ıle, may be	attached if more	e space is require	ed)		
CERTIFICATE HOLDER			CANC	ELLATION				
Cooperative Purchasing Connections (CPC) Attn: Cooperative Purchasing 1001 E. Mount Faith Ave., Fergus Falls, MN 56537				EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E LY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE							

Marsh USA LLC



### Evaluation Report RFP #25.11 Carpet & Resilient Flooring Solutions

#### **Description of Solicitation**

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Carpet & Resilient Flooring Solutions on January 3, 2025. The intent of the solicitation is to secure an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality carpet, resilient flooring, accessories and installation services, at consortium level discounted pricing. A Supplier shall be able to provide product only, installation only, or a turnkey solution of both product and installation.

The solicitation was due on February 3, 2025. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Suppliers were deemed responsive or non-responsive.

#### **Summary of Evaluation Activity**

The members of the Evaluation Committee included Melissa Mattson, Director of Administrative Services at Lakes Country Service Cooperative; Joni Puffett, CPC Procurement Solutions Program Director; and Amy Lohse, CPC Procurement Specialist.

Two proposals were received by the submission deadline. They included Hiller Commercial Floors and Mannington Mills, Inc. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Both proposals were found to be compliant and deemed responsive.

Evaluators met virtually to conduct their consensus evaluation and proposed recommendation on February 14, 2025. A summation of their evaluation is included below.

#### **Evaluation Scoring Results**

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

#### **Evaluation Discussion & Overview**

Upon review of the Supplier responses, the evaluation committee did require clarifications regarding the Suppliers' response.

- Hiller Commercial Floors confirmed they were clear of any suspensions and debarments.
- Mannington Mills, Inc. clarified wording on a pricing description.

The evaluation committee agreed on the following:

#### **Hiller Commercial Floors**

1. Dealer and installer offering both services and product under contract.

- 2. Offers a variety of product brands.
- 3. High dedication to customer service.
- 4. Good mix of business in K12 and other entities.
- 5. Looking to grow in ND and SD.
- 6. Uses one point of contact for each project.
- 7. Will honor installation problems for products they did not provide but did install.
- 8. Provides furniture and lifting and moving services.
- 9. No minimum order requirements or restocking fees.

#### Mannington Mills, Inc.

- 1. A manufacturer offering product only OR product + installation.
- 2. Offers a broad portfolio of carpet and resilient products.
- 3. Able to sell direct to end user or through dealer partners.
- 4. Works with dealer partner installation crews.
- 5. One point of contact from order through install.
- 6. Provides single source warranty coverage.
- 7. Offers value added items such as quick ship programs, custom design services, digital planning & design aids.

#### Recommendation

After analysis of the Supplier(s) proposals, the Evaluation Committee recommends that a contract be awarded to both Hiller Commercial Floors and Mannington Mills, Inc.

The recommendations and awards are subject to final review by CPC Administration and approval by the Board of Directors.

1 Attachment/Exhibit A Scoring Spreadsheet

Approp Mochanic CPC Procurement Specialist

# **Exhibit A**

RFP #25.11 - Carpet 8				
RFP Evaluation; Master	Score Sh	eet		
			Criteria	Points
			Technical	320
			Total Technical Points	320
			Pricing	320
			Pricing Schedule	180
			Total Pricing Points	180
			Total Score	500
		Hiller Commercial Floors	Mannington Mills, Inc.	
		Average Points	Average Points	
Criteria	Points	Awarded	Awarded	
Technical Points	320	323	320	
Total Technical Points	320	323	320	
Proceed to Pricing Evaluation?	Yes/No	Yes	Yes	
Pricing Proposal				
Pricing Schedule	180	172	171	
Total Pricing Points	180	172	171	
Total Score	500	496	491	



February 19, 2025

Hiller Commercial Floors Attn: Dave Bahr 2909 South Broadway Rochester, MN 55904

#### Award Decision, RFP #25.11 Carpet & Resilient Flooring Solutions

Dear Dave:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.11 Carpet & Resilient Flooring Solutions.

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

Due to the diverse strengths and capabilities demonstrated by the proposals received, CPC finds great value in awarding multiple vendors, including your organization. We are pleased to announce that your proposal is one of two receiving a recommendation for an award.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

Joni Puffett

Joni Puffett, CPPB | Procurement Solutions Program Director

Cooperative Purchasing Connection



February 19, 2025

Mannington Commercial Attn: Jody Steger 1844 US Highway 41 SE Calhoun, GA 30701

#### Award Decision, RFP #25.11 Carpet & Resilient Flooring Solutions

Dear Jody:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.11 Carpet & Resilient Flooring Solutions.

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

Due to the diverse strengths and capabilities demonstrated by the proposals received, CPC finds great value in awarding multiple vendors, including your organization. We are pleased to announce that your proposal is one of two receiving a recommendation for an award.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

Joni Puffett

Joni Puffett, CPPB | Procurement Solutions Program Director

Cooperative Purchasing Connection



### **Contract Offer & Award**

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

#### Part I: Supplier

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

<b>Business Name</b>	Hiller Stores, Inc dba Hiller Commercial Floors	Date	2/3/25
Address	2909 S Broadway	City, State, Zip	Rochester, MN 55904
Contact Person	Dave Bahr	Title	VP
Authorized Signature	Dave Bahr	Title	_ VP
Email	dbahr@hillercarpet.com	Phone	507-254-6858

#### Part II: CPC

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

Agency	Cooperative Purchasing Connection			Authorized Signatur	— Docusigned by:  Mulissa Mattson —581ADA01B69E48F
Name	Melissa M	Mattson		Title	Director of Administrative Services
Awarded this	19th	day of _	February	Contract #	25.11 - HCF
Contract/Agre	ement to Comn	nence _	April 1, 2025		



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Business Name	Mannington Commercial, a business unit of Mannington Mills, Inc.	Date _	2/3/2025
Address	1844 US Highway 41 SE	City, State, Zip	Calhoun, GA 30701
Contact Person	_Jody Steger	Title _	Government Segment Leader
Authorized Signature	Brud Root	Title	Senior VP, Commercial Sales
Email	jody.steger@mannington.com	Phone _	703-489-5698

#### Part II: CPC

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

Agency	Cooperative Purch	asing Connection	Authorize Signatur	— Docusigned by:  Mulissa Mattson  — 5B1ADA01B69E48F
Name _	Melissa Mattson		Title	Director of Administrative Service
Awarded this	19th day of	February	Contract #	25.11 - MAN
Contract/Agree	ement to Commence	April 1, 2025		