

## Solicitation Audit Checklist

<b>Proposal:</b>	#25.10 Athletic Surfaces – Tracks & Courts
<b>Awarded Vendor(s):</b>	Fisher Tracks
<b>Award Date:</b>	April 1, 2025
<b>Contract Number:</b>	25.10 - FTI

X	1 Legal Affidavit(s)
X	2 Release of Solicitation
X	3 Copy of Solicitation Documents
NA	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)

**AFFIDAVIT OF PUBLICATION**

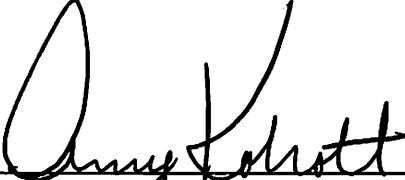
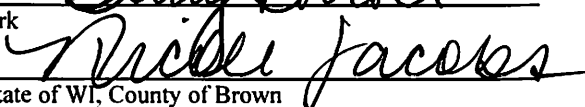
Cooperative Purchase, Lori Mittelstadt  
Lakes Country Service Cooperative  
1001 E Mount Faith AVE  
Fergus Falls MN 56537-2375

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

8-21-26  
My commission expires

Publication Cost:	\$24.56	
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Order No:	10854818	# of Copies:
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PO #:	LABD0207642	

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*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 & Resilient Flooring.**

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

**LABD0207642**

## 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

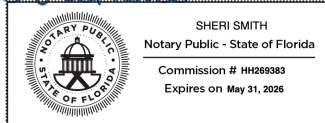
**PUBLISHER ID:** COL-ND-0819

**NOTICE NAME:** Bismarck Tribune 25.10 & 25.11

**Publication Fee:** \$103.50

(Signed)

*Laquansay Nickson Watkins*



### VERIFICATION

State of Florida  
County of Broward

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

*S. 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](http://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



# CLASSIFIEDS + PUBLIC NOTICES

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## 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 south side 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 Preliminary Plat and Conditional Use Permit of Dem-Con H2I BioEnergy, LLC (#PL2024-004)  
**SUBJECT SITE LOCATION:** P/O SE ¼ 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 Anaerobic Digester  
The agenda and further information regarding the hearing will be available, after 1/2/25 on the Scott County website [www.scottcountymn.gov](http://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.  
Individuals may also contact Planning Staff, Greg Wagner on this project prior to the meeting date by email: [gwagner@co.scott.mn.us](mailto:gwagner@co.scott.mn.us) or by phone: 952-496-8360

**NOTICE OF PUBLIC HEARING FOR REZONING & PRELIMINARY PLAT**  
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, Shakopee, Minnesota on the date/time listed below:  
Monday, January 13, 2024 at 6:30 PM

**PURPOSE OF HEARING:** To consider application for Rezoning & Preliminary Plat of Riesgraf Farm No. 2 (#PL2024-068)  
**SUBJECT SITE LOCATION:** Outlot B, Riesgraf Farm  
**Parcel ID:** 090830030  
**REQUESTED ACTION:** Rezoning of 1.848 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 available, after 1/2/25 on the Scott County website [www.scottcountymn.gov](http://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.  
Individuals may also contact Planning Staff, Nathan Hall on this project prior to the meeting date by email: [nahall@co.scott.mn.us](mailto: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 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 H2I BioEnergy, LLC (#PL2024-073)  
**SUBJECT SITE LOCATION:** P/O SE ¼ 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 Structure Height to 70-feet to Install an Air Quality Control System.  
The agenda and further information regarding the hearing will be available, after 1/2/25 on the Scott County website [www.scottcountymn.gov](http://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.  
Individuals may also contact Planning Staff, Greg Wagner on this project prior to the meeting date by email: [gwagner@co.scott.mn.us](mailto:gwagner@co.scott.mn.us) or by phone: 952-496-8360.

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

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 Ave, 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. 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.champlin.mn.us](mailto:schulte@ci.champlin.mn.us).

## 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 obtained on January 3, 2025 and by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://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.

**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 Buses & Related Products, Services and Solutions.**

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

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

## 107 Home & Commercial Services

**PAINTING - G.R.'s Painting**  
Wallpaper Removal. Woodworking. Int./Ext. Free Est. Low Rates. 20 Yrs Exp. In Fridley, Grant 763-789-2510

## 324 Collectibles

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for gold/10k, 14k, 18k, 22k & dental, silver, silver coin, sterling flatware, diamonds, Rolex, high-end 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 adv. & appt. 9am-9pm/7 days a week. **Mark & Susan 612-802-9686**

## 338 Handicapped / Medical Equipment

**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**  
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## 404 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. Ready! \$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

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

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

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Resources:

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MN Human Rights 651-296-5663

Rental Home Line 612-728-5767

HUD 1-800-669-9777

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## Mortgage Foreclosures

### NOTICE OF MORTGAGE FORECLOSURE 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 24, 2000

MORTGAGOR: Dianne C. Brickley FKA Diann 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. A10811619.

ASSIGNMENTS OF MORTGAGE: NONE TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: 1010104-0000032377-9 LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Bank One, N.A. RESIDENTIAL MORTGAGE SERVICER: JPMorgan Chase Bank, National Association MORTGAGED PROPERTY ADDRESS: 5514 Spruce Road, Mound, MN 55364 TAX PARCEL I.D. #: 13-117-24-32-0038

LEGAL DESCRIPTION OF PROPERTY: Lots 17, 18, 38, 39, and the portion of the northeast quarter of Lot 39, having 20 feet fronting on Chipman Avenue and 20 feet along the rear line of said Lot 40, from the most Northern corner of Lot 39, all subject to the debt herein, in which Crocke, 1st Division, Mound, Minnetonka, Hennepin County, Minnesota.

COUNTRY IN WHICH PROPERTY IS LOCATED: Minnesota 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, the Mortgage/Assignee of Mortgage 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;

1/2, 1/9, 1/16, 1/23, 1/30, 2/6/25 Star Tribune 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 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 mortgage(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 mortgage(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 58.02,3 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. NOTICE IS HEREBY 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.

Dated: December 20, 2024 JPMorgan Chase Bank, National Association Mortgage/Assignee of Mortgage LIEBO, WEINGARDEN, DOBIE & BARBEE, P.L.L.P. Attorneys for Mortgage/Assignee of Mortgage 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.

## NOTICE OF MORTGAGE FORECLOSURE 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: August 30, 2019

MORTGAGOR: Nicholas John Burrows, an unmarried man. MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as nominee for TruStone Financial Federal Credit Union, its successors and assigns.

DATE AND PLACE OF RECORDING: Filed September 10, 2019 Hennepin County Registrar of Titles, Document No. T05643666 on Certificate of Title No. 1491204. ASSIGNMENT OF MORTGAGE: Assigned to U.S. Bank National Association. Dated July 21, 2022, as Document No. 5960973.

SERVICER: NewRez LLC d/b/a Shellpoint Mortgage Servicing 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 project in the County of Hennepin, Minnesota. COUNTRY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$111,550.00 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 proceeding, the Mortgage/Assignee of Mortgage 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 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 mortgage(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 mortgage(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 58.02,3 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. Secs. 580.07 or 582.032. NOTICE IS HEREBY 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.

Dated: December 23, 2024 U.S. Bank National Association Mortgage/Assignee of Mortgage LIEBO, WEINGARDEN, DOBIE & BARBEE, P.L.L.P. Attorneys for Mortgage/Assignee of Mortgage 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 131 - 24-006518 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## NOTICE OF MORTGAGE FORECLOSURE 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: January 19, 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 assigns.

DATE AND PLACE OF RECORDING: Recorded January 24, 2018 Sherburne County Recorder, Document No. A132097.

ASSIGNMENTS OF MORTGAGE: Assigned to: PennyMac Loan Services, LLC. Dated January 16, 2020, as Document No. 885425. TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

ASSIGNATION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 1010104-0000032377-9 LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Bell Bank RESIDENTIAL MORTGAGE SERVICER: PennyMac Loan Services, LLC TAX PARCEL I.D. #: 10863 208th Avenue Northwest, Elk River, MN 55330 TAX PARCEL I.D. #: 75-00114-3103

LEGAL DESCRIPTION OF PROPERTY: The northeast half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 14, Township 33, Range 26, Sherburne County, Minnesota.

COUNTRY 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 this mortgage foreclosure proceeding, the Mortgage/Assignee of Mortgage 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 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 mortgage(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 mortgage is not reinstated under section 580.30 or the property is not redeemed under section 58.02,3 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 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.

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

131 - 24-006518 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## Mortgage Foreclosures

### NOTICE OF MORTGAGE FORECLOSURE 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 1, 2017

Mortgagor: Alandra Banael, A Single Person, AS Joint Tenant with 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. A04828057

Assigned To: U.S. Bank National Association Dated: August 18, 2020 Recorded: August 19, 2020 Ramsey County Recorder Document No. A04828057 Transaction Agent: Mortgage Electronic Registration Systems, Inc. Transaction Agent Mortgage Identification Number: 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 8 acres of the northeast quarter of the southwest ¼ of section 15, township 29, range 23, Ramsey 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 this mortgage foreclosure proceeding, the Mortgage/Assignee of Mortgage 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, 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 unsatisfied, 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 redemption within 6 Months from the date of said sale by the mortgage(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgage must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property is not 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 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.

Dated: December 18, 2024 U.S. Bank National Association, Assignee of Mortgage By: HALLIDAY, WATKINS & MANN, P.C.

Attorneys for: U.S. Bank National Association, Assignee of Mortgage 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.

## NOTICE OF MORTGAGE FORECLOSURE 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.A.



## AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA       )  
COUNTY OF HENNEPIN )



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

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

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

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

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

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

FURTHER YOUR AFFIANT SAITH NOT.

*Terri Swanson*

Subscribed and sworn to before me on:      01/02/2025

*Diane E. Rak Kleszyk*



Notary Public



---

**[External]Release Successful on Bid RFP #25.10 - Athletic Surfaces: Tracks & Courts**

---

**From** Public Purchase <notices@publicpurchase.com>

**Date** Fri 1/3/2025 1:27 PM

**To** Joni Puffett <jpuffett@lcsc.org>

**Cc** Jane Eastes <jeastes@lcsc.org>; Melissa Mattson <mmattson@lcsc.org>; Amy Lohse <alohse@lcsc.org>

Joni Puffett:

Bid "RFP #25.10 - Athletic Surfaces: Tracks & Courts"

Status: Release Successful on Jan 3, 2025 1:27:35 PM CST

You can check the released bid by going to the following address:

<http://www.publicpurchase.com/gems/bid/bidView?bidId=195829>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com)

Thank you for using Public Purchase.

MK= UaEkNcwTXeiQghGbNMCFIg==

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 #25.10 – Athletic Surfaces: Tracks & Courts**

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 broad-line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks, tennis, pickleball, and other athletic courts at consortium level discounted pricing.

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

**Suppliers will submit questions and proposals online via Public  
Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Joni Puffett, CPPB  
Procurement Solutions Program

**Published in:**  
Star Tribune  
Argus Leader  
Fargo Forum  
Bismarck Tribune  
[www.purchasingconnection.org](http://www.purchasingconnection.org)

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## **I. Introduction to CPC**

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, 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 broad-line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks, tennis, pickleball, and other athletic courts at consortium level discounted pricing. 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. 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. Turnkey athletic surfaces, supplies, materials and services may include, but not be limited to the following categories:

1. Various types of surfaces for running tracks, pickleball, tennis and athletic courts
2. In-ground equipment and accessories
3. Irrigation and drainage systems
4. Construction
5. Design and engineering services
6. Installation and site preparation services
7. Soil and material testing
8. Surface testing
9. Warranty
10. Maintenance

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 will be required to identify regional suppliers 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 July 2022 to September 2024, CPC participating agencies have purchased just over \$4.1 million. 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. Warranty.
  - a. Supplier warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract.
  - b. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer’s warranty that includes parts and labor unless otherwise specified in the category specifications.
  - c. The manufacturer has the primary responsibility to honor a manufacturer’s warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty’s terms.
  - d. Any extended manufacturer’s warranty will be passed on to the Participating Agency. For example, if a product has a three-year warranty, but the product is in a turnkey system that has a one-year warranty, the product’s three-year warranty must be honored by the manufacturer and the Supplier. All extended warranties must be passed on, without exception. If upon discovery, the Supplier charges a Participating Agency for a replacement part that the Supplier actually received at no cost under a warranty, the Supplier will rebate the amount billed and the Participating Agency reserves the right to cancel the agreement.
7. 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.

1. Athletic Surfaces – Tracks & Courts:
  - a. All surfaces offered are to meet the requirements of ASTM F 2157-09 Standard Specification for Synthetic Surfaced Running Tracks. This specification establishes the minimum performance requirements and classification when tested following the procedures outlined within this specification. The products and services may include, but are not limited to the following:
    - i. Provide technical and consulting services related to running track or athletic court surface design, characteristics, construction, and integration into the development of a new athletic or recreational facility.

- ii. Provide existing site inspection and investigation to identify soil conditions existing at the site to take into account the conditions found in the designing of athletic and recreational facilities. The investigation shall include, but is not limited to:
    1. Stripping, placement of backfill, and base construction to ensure the minimization of the risk of problems due to subsoil and subgrade conditions.
    2. Soil inspection for the existence of peat or other organic soils at the site.
    3. Inspection for uncontrolled fill materials or waste materials at the site.
    4. Inspection for expansive soils at the site.
    5. High groundwater conditions or surface water retention area (low area flooding).
  - b. Provide all labor, materials, equipment, and drawings required to provide design services for a project cost proposal with a complete scope of work, including all products, services, and running track or athletic court specifications with their associated costs. A preliminary construction schedule shall be a part of the project proposal.
  - c. Provide all labor, materials, equipment, project drawings, and construction documents necessary to establish, construct, install lines and markings required to complete the running track or athletic court as identified and specified within the project documents for the participating agency's project scope of work and documents.
  - d. Provide all labor, materials, and equipment required to assess and evaluate existing facilities, and develop and establish a plan of action for maintenance, repair, and/or renovation of the existing athletic or recreational surface to conditions as required by the participating agency.
  - e. Provide ongoing technical support and training services for participating agencies relating to the maintenance and operation of these types of surfaces to ensure their good operational condition.
  - f. The running track or athletic court should provide the performance characteristics, components, and construction that meet the needs of the declared use and/or functions.
  - g. The running track or athletic court and all of its components should: be resistant to moisture, rot, mildew, bacteria, fungus growth, ultraviolet ray degradation, be non-toxic, not cause commonly known allergic reactions at all field locations and meet CPC local state and environmental requirements. Each running track or athletic court should be constructed to resist damage from wear and tear during athletic and recreational usage.
2. Projects.
- a. Assess and determine existing site conditions and participating agency's expectations for the project.
  - b. Develop a proposed solution to conform and meet the participating agency's expectations while considering and ensuring the solution proposed is adequate and functional within the existing site conditions and will comply with all building codes.
  - c. Provide labor, materials, equipment, and supervision necessary to complete installation of running track or athletic court surfaces, including the following:
    - i. Site inspection and investigation.
    - ii. Site preparation and sub-base.
    - iii. Inspection and approval of sub-base.
    - iv. Installation of the proposed system with accessories, striping, and equipment.
    - v. Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the running track or athletic court surface.
    - vi. Construction and installation services to prepare and install proposed running track or athletic court surface on the designated site following the shop drawings, striping plan, and manufacturer's instructions, and specifications.
3. Track Surfaces – Latex
- a. Latex surfaces are generally defined as rubber particles of a specified size, shape, and composition, bound together by a water-based resin binder. They are resilient, all-weather surfaces. Most are permeable.
  - b. Materials.
    - i. Water used in dilution must be fresh and potable.

- ii. **Primer.** Most latex systems require a primer application to promote adhesion between the resilient surface and the asphalt or concrete base. Depending on the proprietary system, the binder may be latex or an asphalt emulsion.
  - iii. **Asphalt Emulsion.** Asphalt emulsion is an asphaltic cement suspending in a water vehicle.
  - iv. **SBR Latex Binder.** SBR latex is a water-based resin used to bind rubber particles. It is comprised of varying proportions of styrene and butadiene monomer in a water vehicle. Other types of latex binders used as track binders include vinyl, acrylics, and a variety of combinations.
  - v. **SBR Rubber Particles.** SBR rubber particles are generally post-industrial by-products that have been shredded or chopped to a specific size, shape, and graduation. The characteristics of the rubber particles are selected to be defined by the specification.
  - vi. **EPDM Rubber.** EPDM rubber is a highly pigmented rubber compound chopped to a specific size for use as a wearing surface. It is available in a wide variety of colors and sizes. The compatibility of the EPDM granules and the latex binder is to be determined prior to installation.
  - vii. **Surface Coating.** Surface coating is the final wearing finish applied to the resilient surface. It is used to provide protection from ultraviolet light degradation and to provide additional wear resistance and color uniformity. The coating may be formulated with a variety of binder types, including SBR, acrylic latex, or polyurethane. The system installer should ensure compatibility.
- c. **Systems.**
- i. The materials listed above may be used in a wide variety of combinations to meet the requirements of the participating agency. In no case should the recommended thickness of the system selected be less than ½" (12.5 mm) when measured following USTC and TBA standards. The four general typed of latex track surfaces are as follows:
    - 1. **Black Mat.** A black mat system is composed of black SBR rubber or black EPDM rubber particles bound by SBR latex or an approved alternate water-based resin. The surface coating is highly pigmented black SBR or acrylic latex.
    - 2. **Colored Binder.** A colored binder system consists of black EPDM or black SBR rubber particles bound by a pigmented latex binder or an approved alternate water-based resin. The surface coating should be a highly pigmented UV stable coating of adequate thickness and durability to resist wear patterns with normal use.
  - ii. **Color Sandwich.** A color sandwich system of black EPDM or black SBR rubber particles bound by latex, has a wearing course of at least 1/8" (3mm) or pigmented (other than black) EPDM granules bound by pigmented SBR latex binder or an approved alternative water-based binder. The surface coating should be highly pigmented, UV stable coating to provide uniform color to the system.
  - iii. **Full Depth Color.** A full-depth color system consists of colored EPDM granules (not black) bound by pigmented SBR latex binder or an approved alternative water-based binder. The surface coating should be a highly pigmented, UV stable coating to provide strength and color uniformity. This system is used in high traffic areas in conjunction with either the color sandwich or the colored binder system.
- d. **Thickness and Specific Gravity.**
- i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This, coupled with the application methods, shape, and size will affect the rubber required to achieve ½" thickness. The chart below is intended for guidance for ½":

<b>Color/Type</b>	<b>Size/Shape</b>	<b>Specific Gravity</b>	<b>Lbs./Sq. Yd.</b>
Black SBR	Granules	1.15 – 1.40	10.0 – 12.0
Black SBR	Medium Strands	1.15 – 1.25	8.5 – 10.0
Black EPDM	Granules	1.30 – 1.50	10.5 – 12.0
Colored EPDM	Granules	1.40 – 1.60	13.0 – 15.0

- e. Variety of Shape, Size, and Composition
    - i. Each system manufacturer makes specific recommendations on the ratio of binder to rubber particles. The variety of particles, shape, size, and composition will cause the volume of the binder to vary. Each system should specify the ratios required in the following format:
      - 1. Total dry pounds of latex undiluted binder.
      - 2. Total points of the specified rubber particle.
      - 3. For colored binder and color sandwich systems, the quantity of pigment per 55 gallons of latex binder.
  - f. Material Delivery.
    - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
    - ii. Do not allow liquid binders to freeze.
    - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
  - g. Installation Equipment.
    - i. All installation equipment, including mixers, pavers, sprayers, and hand tools, should be kept free of moisture while in use.
    - ii. Tools are to be cleaned daily.
    - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
  - h. Surface Preparation.
    - i. The asphalt or concrete base should be sufficiently cured and cleaned for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
    - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
    - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
    - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
  - i. Temperature and Humidity.
    - i. Latex track surfacing is dependent on evaporation for drying and curing.
    - ii. No material may be placed if the ambient temperature is not at least 50 degrees F and rising.
    - iii. Relative humidity above 50% will increase the drying time.
    - iv. Low temperature and high humidity may lead to incomplete curing.
  - j. Surface thickness before the final surface coating is applied, the participating agency and the Vendor will determine that the desired surface thickness has been achieved by checking the surface in accordance with USTC and TBA test methods.
4. Track Surfaces – Polyurethane Base Mat
- a. A polyurethane base mat system is a homogenous blend of EPDM or SBR rubber granules and polyurethane binders that are evenly spread in a monolithic application over an asphaltic or concrete base. The system is a resilient all-weather surface designed to allow moisture to pass through the surface. The system has a smooth finish and may be applied for both indoor and outdoor use.
  - b. Materials.
    - i. A variety of products may be used in the construction of the track surface.
    - ii. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
    - iii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic prepolymer, designed to bind rubber granules together.



- iv. SBR/EPDM Black Rubber. Fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, should contain less than 4% dust, and be free of foreign debris, and should not contain any other color within the granule.
- v. Color EPDM Rubber. Colored EPDM granules should be ground from fully cured virgin slabs of peroxide- or sulfur- cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust.
- c. Thickness, Weight, and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance. Color/Type per 1/8":

<b>Color/Type</b>	<b>Size/Shape</b>	<b>Specific Gravity</b>	<b>Shore A Hardness</b>
Black SBR	1 – 4mm Granules	1.15 – 1.40	55 - 70
Black SBR	1 – 4mm Granules	1.20 – 1.50	55 - 70
Black EPDM	1 – 4mm Granules	1.40 – 1.60	55 - 70

- d. Material Delivery.
  - i. All material must be delivered to the job site is labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
  - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
  - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
  - i. Primer. Polyurethane track surfacing should be the appropriate primer using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the Vendor when extreme heat conditions soften the asphalt.
  - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to

binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.

- iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. The material should be placed at the specified depth in a single application and allowed to cure.
- iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
- v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
- h. Line Markings. The surface system manufacturer must be approving the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.

5. Track Surfaces – Polyurethane Base Mat Structural

- a. The polyurethane base mat structural spray system is a homogenous blend of EPDM or SBR rubber granules and polyurethane binders. The base layer is spread evenly in a monolithic application over an asphaltic or concrete base and followed with a structural spray-applied polyurethane and rubber blended coating. The system is a resilient all-weather surface designed to allow moisture to pass through the surface. It has a textured finish and is used primarily in outdoor applications.
- b. Materials.
  - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
  - ii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic pre- polymer, designed to bind rubber granules together.
  - iii. SBR/EPDM Black Rubber. SBR/EPDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post- industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle. They should contain less than 4% dust and be free of foreign debris. They should not contain any other color within the granule.
  - iv. Colored EPDM Rubber. Colored EPDM granules should be ground from fully cured virgin slabs of peroxide- or sulfur- cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust. Colored EPDM Rubber (Structural Spray) Same as Colored EPDM Rubber, above, but the gradation of the granules should range from 0.5mm to a maximum of 3mm.
- c. Thickness, Weight, and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness.
- d. Material Delivery.
  - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.

- iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
  - e. Installation Equipment.
    - i. All installation equipment including mixers, pavers, sprayers and hand tools should be kept free of moisture while in use.
    - ii. Tools are to be cleaned daily.
    - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
  - f. Surface Preparation.
    - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
    - ii. Prior to installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
    - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
    - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after rain has ended.
  - g. Installation.
    - i. Primer. The surface should be primed with the appropriate polyurethane prime using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.
    - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.
    - iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. Materials should be placed at the specified depth in a single application and allowed to cure.
    - iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
    - v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
  - h. Line Markings. The surface system manufacturer must be approving the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 6. Track Surfaces - Polyurethane Base Mat Sandwich
  - a. The polyurethane base mat sandwich system is a homogenous blend of SBR rubber granules and polyurethane binder base layer spread evenly in a monolithic application follow by sealing. The sealant layer is a massive application of polyurethane coating with colored EPDM granules broadcast or encapsulated into the coating. This sealant layer makes the system impermeable. The system is a resilient all-weather surface. It is textured and is used in both indoor-outdoor applications.
  - b. Materials.
    - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.

- ii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic prepolymer, designed to bind rubber granules together.
- iii. Polyurethane Coating and Sealers. Two-component 100% solids polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.15 to 1.30. The coating may be used for the top layer as well as the sealant layer.
- iv. Polyurethane Sealer. Two (2) component 100% solids thixotropic polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.45 - 1.60. The coating is applied without the adding of rubber dust and is used only as a sealer.
- v. Polyurethane Aliphatic Top Coating. A single or two (2) components aliphatic top coating applied to structural surfaces that need to be protected from UV degradation.
- vi. SBR/EPDM Black Rubber. SBR/EDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, contain less than 4% dust, and be free of foreign debris, and not contain any other granule.
- vii. Colored EPDM Rubber. Colored EPDM rubber granules should be ground from fully cured virgin slabs of peroxide- or sulfur cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust. Colored EPDM rubber dust graded to -0.5 may be used as a thickener for the polyurethane coating in the sealing process.
- c. Thickness, Weight and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance per 1/8":

Size/Shape	Specific Gravity	Shore A Hardness
1 – 4 mm Granules	1.15 – 1.40	55 - 70
1 – 4 mm Granules	1.20 – 1.50	55 - 70
1 – 4 mm Granules	1.40 – 1.60	55 - 70

- d. Material Delivery.
  - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.



- iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
- iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
  - i. Primer. The surface should be primed with the appropriate polyurethane prime using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.
  - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.
  - iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. Materials should be placed at the specified depth in a single application and allowed to cure.
  - iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
  - v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
  - vi. Seal Coat. The seal coat is a mixture of the two (2) component coating and EPDM rubber dust that is mixed and squeegee-applied to the base mat. Alternatives are to squeegee-apply two (2) components of thixotropic polyurethane coating without rubber dust or spray binder and brush EPDM rubber dust into the base mat. In all cases, sufficient material is to be applied to render the surface impermeable. The base mat and base must be completely void of moisture before commencing with the application of the seal coat.
  - vii. Top Coat. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges. Before the initial set, colored EPDM rubber granules are broadcast with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure. The alternative top coating is a spray application of a two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
  - viii. Aliphatic Top Coating. If the encapsulated top coating is unprotected for UV resistance, then a thin mil layer of one or two-component aliphatic top coating should be spray- applied, normally in two applications, over the surface in accordance to the manufacturer's recommendation.
- h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 7. Track Surfaces - Polyurethane Full Pour (Impermeable)
  - a. A full pour polyurethane system is the application of multiple layers of polyurethane coating and rubber, which may either, be black SBR or colored EPDM. The top layer is a massive application of polyurethane coating with colored EPDM granules broadcast or encapsulated into the coating. The system is a resilient all-weather surface. It is textured and impermeable and is used in both indoor and outdoor applications.
  - b. Materials.

- i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
  - ii. Polyurethane Coating Sealers. Two-component 100% solids polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.15 to 1.30.
  - iii. Polyurethane Aliphatic Top Coating. A single or two components aliphatic top coating is applied to structural surfaces that need to be protected from UV degradation.
  - iv. SBR/EPDM Black Rubber. SBR/EPDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, contain less than 4% dust, and be free of foreign debris, and not contain any other color within the granule.
  - v. Colored EPDM Rubber. Colored EPDM rubber granules should be ground from fully cured virgin slabs of peroxide or sulfur cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust.
- c. Thickness, Weight, and Specific Gravity.
- i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance per 1/8":
- | Size/Shape        | Specific Gravity | Shore A Hardness |
|-------------------|------------------|------------------|
| 1 - 4 mm Granules | 1.15 - 1.40      | 55 - 70          |
| 1 - 4 mm Granules | 1.20 - 1.50      | 55 - 70          |
| 1 - 4 mm Granules | 1.40 - 1.60      | 55 - 70          |
- d. Material Delivery.
- i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
- i. All installation equipment including mixers, pavers, sprayers and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
- i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
  - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
  - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
- i. Primer. The surface should be primed with the appropriate polyurethane prime using spray equipment or rollers. Application rates range between 0.18 - 0.27 lbs. per square yard. For an

asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.

- ii. Mixing. All two-component polyurethane coatings are to be mixed in a manner to accurately measure and thoroughly mix all materials to the ratios specified by the manufacturer.
  - iii. Applying Base Materials. The two-component self-leveling polyurethane coating is flow applied to the base in multiple layers with either black SBR or colored EPDM granules being applied into the coating to attain the specified base depth. The ratio of base rubber will be between 15% and 35% of the total weight of the finished surface.
  - iv. Top Coat. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges. Before the initial set, colored EPDM rubber granules are broadcast into the coating with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure. The alternative top coating is a spray application of the two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
  - v. Aliphatic Top Coating. If the encapsulated top coating is unprotected for UV resistance, then a thin mil layer of the one or two-component aliphatic top coating should be spray applied, normally in two applications, over the surface in accordance to the manufacturer's recommendation.
  - h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
8. Track Surfaces - Pre-Manufactured Rubber Tracks.
- a. Pre-manufactured rubber track surfaces can be classified into three distinct systems: a prefabricated rubber base layer with a structural spray top coating (permeable structure); a prefabricated rubber base layer with a massive pour of polyurethane coating with embedded colored EPDM rubber granules (impermeable structure), and a prefabricated, vulcanized rubber product that is installed in a single layer (impermeable structure).
  - b. Materials.
    - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application. Primer may vary with the specifications provided by the manufacturer of the surface.
    - ii. Adhesive. The adhesive is a single or two-component polyurethane or other material specified by the manufacturer that is used to bond the prefabricated materials to the prepared base.
    - iii. Prefabricated Rubber Mat. The prefabricated rubber mat is a rolled sheet good product that is comprised of rubber particles and a polyurethane binder.
    - iv. Prefabricated Vulcanized Rubber Mat. The prefabricated mat is calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents, and pigments at a prescribed thickness and finish texture.
  - c. Thickness, Weight, and Specific Gravity.
    - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond.
    - ii. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials, as well as the weight of the colored EPDM granules embedded in the top coating.
  - d. Material Delivery.
    - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
    - ii. Do not allow liquid binders to freeze.
    - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
  - e. Installation Equipment.

- i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
- ii. Tools are to be cleaned daily.
- iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
  - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
  - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
  - i. Primer. The day's work should be primed, if required, in accordance with the manufacturer's specifications. Normal application procedures call for the primer to be either spray or roller applied.
  - ii. Placement of the Mat. Materials to be laid out and relaxed prior to installation. Adhesive is then mixed and troweled in place using a notched trowel. Apply rates should be in accordance with the manufacturer's specifications. Adhesive should be applied only to the area to be covered by one roll at a time. When the adhesive is tacky, the mat is then placed onto the surface making sure that each sheet is placed in a straight line or around a curve at a constant radius. All butt joints are to be staggered. The mat should be rolled out so that all entrapped air is removed. Seams and butt joints are to be level and not pinched. Place weights as necessary to hold the mat in place. Remove any excess adhesive that protrudes above the seams and joints.
  - iii. Structural Top Coating.
    - 1. Mixing. Using dry containers, weigh out in accordance with the manufacturer's specification a quantity of the two parts (A and B) of the structural spray and mix them thoroughly. Add the specified quantity of colored EPDM rubber granules to the mixed material, or in the case of a single component structural spray, to the weighed out portion of that single component material. Mix thoroughly.
    - 2. Application. Place the mixed material into a spray machine and spray apply the material to the base mat. Apply a second coat of material over the first by spraying in the opposite direction. The total rate of application of two coats of spray will range from 3.4 to 4.4 lbs. per square yard. Should the surface require a structural spray coating, see "Track Surfacing - Polyurethane Tracks - Base Mat Structural Spray".
  - iv. Flood Coat and Embedded Rubber Top Coating.
    - 1. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges.
    - 2. Before the initial set colored EPDM rubber granules are broadcast with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure.
    - 3. The alternative top coating is a spray application of the two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
  - v. Single Sheet Good Installation.
    - 1. Should the specification call for the product to be vulcanized and calendared with a textured finish, proceed to line marking.
- h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.

9. Layout and Striping of Running Tracks

- a. Paint. Various types of running surfaces have different characteristics. These may require different types of paint such as latex, urethane, or enamels. Use paint per track surfacing manufacturer's recommendations.
- b. Layout. At minimum layout should be accomplished using a transit, theodolite, or total station that will read directly to at least 20 seconds and steel engineer's tape that will read directly to 0.001m or 0.01" or EDM device. Temperature correction should be applied as it will affect the level of precision. Cloth tapes, fiberglass tapes, and measuring wheels should not be used. Other methods, providing the same or greater accuracy, may be used if prior approval is obtained.
- c. Tolerances. Track Governing Bodies do not allow a minus tolerance of any kind in a track.
- d. Painting Placement. The location of the finish line determines the location of all other markings such as starts, hurdles, and exchange zones. Consult the governing body requirements and recommendations for finish line placement.
- e. Markings – Lane Lines, Start and Finish Lines. Lane line-markings should be 2" (5 cm) wide depending on the rules of the governing body. In areas where chute and curve lines intersect, chute lines should be dashed or broken with some other means to indicate the curved lines have priority. Start and finish lines should also be 2"(5 cm) in width. The NCAA and IAAF require finish line blackouts.
- f. Exchange Zones. Exchange zones are typically marked using triangles or rectangles, squares or triangles, painted on both sides of each lane.
- g. Hurdle Placement. Hurdle placements can be identified by the use of small rectangles, squares, or triangles, painted on both sides of each lane.
- h. Other Markings. Other markings such as event identification, shadowed lane numbers, school logos, or sprint race markings for running in back straight or reverse direction may be added to enhance the usability and appearance of the track.
- i. Colors. Individual governing bodies have recommended or required colors for each event. School colors may be incorporated into the track for lane numbers or lines where governing bodies allow.
- j. Paint Application. Paint may be rolled, brushed, or sprayed with either conventional or airless stripping machine.
- k. Paint Coats. The manufacturer's recommendations for paint and coverage should be followed. The excessive thickness of paint may cause cracking and curling.
- l. Certification. Depending on the governing body and the intended use of a particular facility, a certification of accuracy of calculations or markings by the track striper, a Certified Track Builder, a Professional Engineer or Registered Land Surveyor may be required.

10. Site Inspection and Investigation.

- a. The ultimate performance and lifecycle of any running/jogging track depend on a significant degree in the subsoil and drainage conditions of the site. The stability of the subsoil also has a direct influence on the ability to properly prepare the site, construct the track, and to maintain design grades under the deformations generated by the construction equipment itself. Such site conditions as expansive soils or plastic soils and use of base course materials consisting of these types of soils can create problems and frost action is exaggerated where frost susceptible materials exist with moisture available to generate frost heave. It is, therefore, necessary for the Vendor in cooperation with the participating agency to ensure that a complete and accurate site inspection/investigation has been performed to identify soil conditions existing at the site and to take these conditions into account in designing the project. Site preparation, including stripping, placement of backfill, and base construction must be properly performed to minimize the risk of problems due to subsoil and subgrade conditions.
- b. The scope of and level of any site inspection/investigation must be flexible and dependent on the nature of the conditions that exist at a particular site, and the degree of risk that the participating agency is willing to acknowledge, accept and take regarding adverse effects of subsoil conditions. During the design and development of the project, the Vendor will advise and consult with the participating agency to determine the scope and level of site inspection required. The more serious site conditions that require an adequate study includes, but is not limited to:

- i. The existence of peat or other organic soils at the site;
  - ii. Uncontrolled fill materials or waste materials at the site;
  - iii. Expansive soils at the site;
  - iv. High groundwater conditions or surface water retention area (low area flooding); or
  - v. Special usage of the facility for a variety of activities.
- c. Soils should be classified, in general, in accordance with the visual manual method of identification of soils, utilizing the Unified Soil Classification System (ASTM Methods D 2488 "Description of Soil Visual Manual Procedure", and D 2487 "Classification of Soils for Engineering Purposes"). It is not intended, however, that rigorous use of these methods be required, but only use of terminology that will describe the soil conditions in terms of soil types using the Unified Soil Classification symbols, such as CL, CH, etc.
  - d. Data obtained from this investigation should be prepared and submitted as part of the project record documents for later reference, if necessary, or for review by a qualified engineer if an evaluation is decided upon by the participating agency and/or the Vendor.
  - e. Once a site study has been completed, identified risks require the participating agency and the Vendor to make a joint decision as to the level of site preparation is required before the project is started. This is done so that an adequate site can be available for the track construction, and in the event of any problems developing because of subgrade conditions, the responsibility can be allocated between the participating agency and the Vendor
  - f. Where any site and/or soil conditions are suspect for problems, such as the existence of fill material, organic material, or expansive soils are known or believed to exist at a site, then it is required that the participating agency and awarded vendor(s) shall review, assess and discuss the pros and cons of the condition and the participating agency may choose to retain a geotechnical consultant to obtain samples in accordance with ASTM Method D 1587 in cohesive soils, and D 1586 in granular soils, with borings to a depth of at least 10 ft. or into firm materials. This should be followed by appropriate unconfined compressions tests, water content and density determinations on cohesive soils, and penetration resistances and blows per foot for granular soils, plus water level determinations, again with borings at each corner of the tennis court or each quadrant of the track and intermediate borings not greater than 200 ft. apart outside the pavement area.
  - g. All information and communications relating to the site inspection and investigation shall become part of the project's documentation.
11. Site Preparation, Earthwork, Drainage, and Sub-Base Construction.
- a. For new track construction, the site must be properly prepared in accordance with project design documents that were prepared based on the site inspection and investigation which addressed:
    - i. Site grade and elevations;
    - ii. The subsoil, topsoil, and drainage conditions;
    - iii. The existence of peat or other organic soils at the site;
    - iv. Uncontrolled fill materials or waste materials at the site;
    - v. Expansive soils at the site;
    - vi. High groundwater conditions or surface water retention areas (low are flooding).
  - b. Stripping and Excavation.
    - i. Unless otherwise specified, topsoil and other unsuitable materials at the site, and to a minimum distance of 5' beyond the surfaced area, should be removed in such a manner as to minimize disturbance of the remaining subgrade soils, and to facilitate placement of embankment materials and/or base course materials. Topsoil should be stored at the site and reused for landscaping after construction.
  - c. Subsurface Drainage.
    - i. Where surface inlets are provided on or near the courts or track, drain lines to carry the water to appropriate discharge channels should be in accordance with local building codes and regulations.
    - ii. Where it is necessary or otherwise decided to lower the water table at the site, French drains (permeable, properly graded, gravel-filled trenches), geocomposites, or perforated drain lines

- surrounded with stone material, should be utilized, discharging to appropriate channels. Non-woven geotextile fabric may be used, depending on the stone materials available.
- iii. Backfill of all trenches should be granular material, placed in layers not to exceed 6" in thickness, compacted with appropriate compaction equipment to 95% of the maximum density determined by ASTM Method D 698 (Modified Proctor). This compaction is necessary to minimize the risk of a subsequent settlement of the surface over the trench.
  - iv. When trenching or drain tile is used under existing permanent pavement, it is recommended that this area be compacted to 100% of the maximum density determined by ASTM Method D 698 (Modified Proctor). This method will reduce the amount of settlement that may occur in these trenches, which will reflect on the final surface.
- d. Sub-Base Embankment.
- i. The embankment is filled material necessary to raise the grade at the site, after removal of unsuitable materials identified during the site investigation, to provide the surface on which to place the base course for the running track.
  - ii. While well-graded granular soil is preferred for embankment fill, normally locally available soil is used for economic reasons. The material should be free of organic or expansive material, and of particles greater than 1 1/2" in dimension. It should be placed in lifts not to exceed 6" in thickness and compacted to 95% of the maximum density determined by ASTM Method D 698 (Modified Proctor). The water content of the fill should be reduced by aeration or increased by adding water, as necessary to achieve the required compaction.
  - iii. Where the natural soil at the bottom of the sub-base course is stable, as evidenced by stability under construction equipment, hand auger, or other exploration, base course materials can be placed on this soil. Soft clay and plastic soils should be appropriately stabilized.
- e. Vegetation Control or Vegetation Regrowth Prevention.
- i. Soil conditions vary from area to area. Where problems exist, it may be necessary to sterilize the soil. The awarded vendor(s) should during project development or construction recognize and determine when soil sterilization is necessary and offer methods and options to the participating agency for rectifying problems caused by vegetation.
- f. Concrete Curbs and Drains.
- i. Furnish all required labor, materials, equipment implements, parts, and supplies necessary to prepare the site and install curbs and drainage systems.
  - ii. Cement shall conform to one of the standard specifications for Portland Cements, ASTM C-150, per specification for blending hydraulic cement, ASTM C-595, excluding slag cement, types S, and SA.
  - iii. Air entrainment by total volume of concrete shall be: 4 - 6% for 1 1/2" maximum size coarse aggregate; 5 - 7% for 3/4" or 1" maximum size coarse aggregate; 6 1/2" - 8 1/2" for 3/8" or 1/2" maximum size coarse; 1/2 - 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.
  - iv. Aggregate shall conform to standard specifications for concrete aggregates ASTM C-33. For concrete work that is 5" thick, the normal size of the coarse aggregate shall not exceed 1 1/2". For concrete work that is 4" thick, the normal size of the coarse aggregate shall not be greater than 1".
  - v. Concrete work shall be 5" thick if the location of the structure is such that it will be subject to more than three freeze-thaw cycles annually. If the location is such that not more than three freeze-thaw cycles occur annually, concrete work may be 4" thick.
  - vi. Steel reinforcement bars shall conform to standard specifications for deformed and plain billet-steel bar for concrete reinforcement ASTM A-615, grade 60, or 40.
  - vii. For concrete work that is 5" thick, the recommended bars shall be No. 5 size in both directions at 12" on center. For concrete work that is 4" thick, the recommended bars shall be No. 5 size in both directions at 15" on center. Bars shall be accurately positioned at mid-depth, terminating 2" away from edges and joints, and shall be adequately supported by chairs with sand plates provided to prevent bar supports from sinking into the sub-base.
  - viii. Bars shall be lapped 18" and also be securely tied or otherwise secured so that there is no possibility of displacement when concrete is placed. Reinforcement at the time of concrete



placement shall be free of loose, flaky crust and other coatings or films that could interfere with bonding to the concrete.

- ix. The concrete shall have a compressive strength of not less than 3,000 psi on the 29th day after casting. The minimum cement content for finish ability shall not be less than 470 lb. per cubic yard for 1 1/2" maximum size coarse aggregate or 520 lb. for 1". In freeze-thaw environments, the minimum cement content shall not be less than 560 lb. per cubic yard. The slump shall not be more than 4". Ready-mixed concrete shall be mixed and delivered in accordance with ASTM C-94, the specification for ready-mixed concrete.
  - x. Concrete shall be spread, consolidated, screened, bull-floated, and finished in accordance with Section 7.2 of ACT Standard 302, recommended practice for concrete floor and slab construction.
  - xi. When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab shall be uniformly finished by power floating and trawling. The final finish texture shall have at least a medium broom finish to improve the mechanical bond to the surface.
  - xii. Immediately after brooming, the concrete shall be kept continuously moist for seven (7) days by covering with polyethylene film or waterproof curing paper. Curing compounds will not be used. Curing time shall be in accordance with surfacing systems manufacturer's recommendations but is not less than 28 days.
  - xiii. The concrete surface shall be finished so that the tolerance shall not vary more than 1/4" in 10' when measured with a 10' straightedge in all directions.
  - xiv. Perimeter edging shall be constructed using one of the following methods: pavement extension, flush curb, permanently raised curb, or removable raised curb.
  - xv. A pavement extension shall have an aggregate base course constructed so that the inside perimeter is parallel to and 28" inside of the track measure line, and 16" from the outer side of the outside lane line.
  - xvi. A pavement extension shall have an asphaltic concrete course(s) constructed so that the inside perimeter is parallel to and 22" inside of the track measure line, and its outside perimeter parallel to and 10" from the outer side of the outside lane line.
  - xvii. A pavement extension shall have a synthetic surfacing course constructed so that the inside perimeter is parallel to and 16" inside of the track measure line, and its outside perimeter parallel to and 4" from the outer side of the outside lane line.
  - xviii. A flush curb shall be solid, installed for both the inside and outside (or inside only) perimeter of the trade. The curb shall be flush with either the asphalt or the top elevation of the synthetic surface for an impermeable installation. For a permeable installation, the curb is to be flush with the final elevation of the asphalt. The distance between the track side of the inside curb and the measuring line shall be less than the distance between the track side of the outside curb and the line shall not be less than 4".
  - xix. A permanently raised curb shall be solid and be installed to provide a curb for both the outside and inside the perimeter of the track. The distance between the trackside of the curb and the track measure line shall be 30 cm. The distance between the trackside of the outside curb and the lane line shall not be less than 4".
  - xx. Removable raised curbs shall be available in various materials, including, but not limited to: aluminum, polyurethane, or aluminum with a firm rubber top. These removable curbs shall sit on pads that allow movement of water from the track surface to the drain channel or infield.
  - xxi. Drainage systems shall utilize a perimeter drain tile system, catch basin, curb and gutter drainage system, permeable system, or continuous trench drains.
12. Hot Mix Asphaltic Concrete Base Course and Leveling Course for Running Tracks, Athletic Court, or Field Events Areas.
- a. The components and methods utilized to install and complete the base and leveling course must be in accordance with the individual project's design documents. The success of any installation of base or leveling course is dependent upon a properly constructed sub-base and a good drainage system.

- b. The Minimum recommended base course thickness shall be based on the specifications established by the geotechnical engineer.
- c. The Minimum recommended leveling course thickness shall be based on the specifications established by the geotechnical engineer.
- d. Quality Assurance. For the installation of running track and field event hot mix asphalt, utilize only thorough, highly-trained personnel experienced and familiar with running track and field event paving and with the tolerances required by the appropriate federal, state, and local governing bodies.
- e. Asphalt. The proper type of asphalt used will vary from state to state if using the standard norm of the Department of Transportation (DOT) or State Highway Department standards. The following is a typical mix design for example only:
  - i. Thickness: No less than 1".
  - ii. Liquid Asphalt or Bitumen: 5.5% by weight (+/- 0.5%).
  - iii. Asphalt Penetration or Type: 85 - 100 penetration.
- f. Cure Time. Follow the coating manufacturer's recommendations (typically 14 to 30 days), depending on the time of year and rainfall. Asphalt will cure more slowly in cooler temperatures, i.e. the Spring and Fall.
- g. Aggregate Type. Crushed stone, gravel, shale, limestone, etc. Foreign materials, i.e., pyrite, clay, ferrous compounds, dirt, and organic material are not acceptable.

<b>Aggregate Sieve Analysis</b>	<b>% Passing</b>
1/2"	100%
3/8"	70 – 80%
1/4"	60 – 80%
No. 4	60 – 70%
No. 8	40 – 60%
No. 12	30 – 50%
No. 16	20 – 40%
No. 30	20 – 30%
No. 50	10 – 20%
No. 100	2 – 6%
No. 200	60 – 70%

- h. Plant, Equipment, Machines, and Tools.
  - i. The bituminous plant should be capable of producing the quantities of bituminous mixtures required. Hauling, placing and compaction equipment should be provided in sufficient numbers that the placement capacity at the site is equal to, or greater than, the planned plant output to the site.
  - ii. Paver. All pavements, where applicable, should be placed with a self- propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - iii. Compaction Equipment. Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction while providing a smooth surface free from bumps, marks, and creases.
  - iv. Transportation Equipment. Transportation of the hot mix asphalt to the site from the asphalt plant should be in trucks having tight, clean, smooth beds lightly coated with an approved releasing agent. Each load should be covered with a canvas or other approved material of ample size to protect the mixture from cooling.
  - v. Straightedge. The awarded vendor(s) should furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
- i. Placement and Compaction.
  - i. Hot mix asphalt courses should only be placed on the specified base, free from contamination, and with no free water on the surface.

- ii. Paving operations should not be scheduled unless there is ample time to place, compact, and finish roll the hot mix asphalt.
- iii. The range of temperatures for mixtures to be dumped into the paver should be determined by the State Department of Transportation guidelines, and in no case should they be cooler than 225 degrees F.
- iv. Paving operations should provide a mat that is smooth, dense, and of the proper thickness, slope, and plane.
- v. The leveling course should be placed such that the longitudinal joints of the leveling course are offset from that of the base course. Transverse joints should be offset a minimum of 24".
- vi. In placing each succeeding pass after the initial one, the screed of the paver should be set so that it overlaps the preceding pass by 2" and be sufficiently high so that when compacted, a smooth joint is produced. Prior to pinching the joint, the excess material should be pushed onto the edge of the new pass with a lute. Excess material should be removed and wasted.
- vii. Breakdown rolling should begin as soon after the placement as the mixture will allow without undue displacement. No delays in rolling should be permitted. After breakdown rolling has been completed, preliminary testing of grade, slope, and planarity should be done. Any deficiencies should be immediately corrected in accordance with the "Acceptability of Work." When the paving contractor is assured that all tolerances are being met, finish rolling should begin.
- viii. Deficient areas within the base course should be corrected by saw cutting or milling high spots and/or by truing and leveling low spots.
- ix. Deficient areas in the leveling course should be corrected by saw cutting or milling to a depth equal to the thickness of the mat. A tack coat should be applied to all edges and the pavement should be replaced. Skin patching of the leveling course should only be done with materials acceptable to the track surfacing contractor.
- j. Acceptance of Work.
  - i. Upon completion of the work and/or prior to installing the track surface system, the base, and leveling course should be inspected for:
    - 1. Grade conformance tests should be conducted on both the base course and the leveling course. The entire surface should have positive drainage.
    - 2. Planarity. After completion of the finish rolling operations on each course, the compacted surface should be tested with a 10' straightedge. Measurements should be made perpendicular to and across all mats at a distance not to exceed 25'. The track surfacing contractor and/or participating agency's representative should be present when these measurements are made. The maximum allowable planarity deviation within a pass should be 1/8" in 10' when measured in any direction.

### 13. Quality Assurance.

- a. The work shall conform to the USTC & ASBA's standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years. The installing foreman must have at least five (5) years' experience installing this type of system.
- b. Guarantee. The awarded vendor is to provide a written guarantee against defective materials or faulty workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear on running tracks and court surfaces for not less than five (5) years after acceptance by the participating agency.
- c. Job Conditions. Surfacing shall not be done within 24 hours of freezing, rain, or gusting winds are forecasted. While surfacing and striping are being done, sprinkler systems must be shut off or controlled so that no water falls on the track or event area surfaces. Other tradesmen, school district personnel, and students must stay off the wet or curing surfaces.
- d. Delaminating Surfaces. Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.

- e. Striping. The Participating agency's personnel will be consulted to determine the levels of competition and the governing organization's standards must be utilized for the placement of the finish line(s), events to be run, location of lane numbers, and any other painted markings. Markings shall conform to NFSHSA, NCAA, or AAU regulations. The paint shall be per surface manufacturer recommendations. The awarded vendor will supply a scaled drawing of all markings. All calculations, measurements, and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field.
14. Post-Tension Concrete Tennis or Basketball Courts.
- a. Furnish all required labor, materials, equipment, implements, parts, and supplies necessary for, or appurtenant to, the site preparation, grading, and installation for tennis or basketball courts.
  - b. The awarded vendor shall guarantee the work against defective material or faulty workmanship for one (1) year from the date of completion.
  - c. The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
  - d. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the participating agency of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a  $1/4"$ . The depth of the fine grade base material shall be sufficient to develop  $1/4"$  accuracy.
  - e. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
  - f. Vegetation control or vegetation regrowth prevention - Soil conditions vary from area to area. Where problems exist, it may be necessary to sterilize the soil. The awarded vendor should, during project development or construction, recognize and determine when soil sterilization is necessary and offer methods and options to the participating agency for rectifying problems caused by vegetation.
15. Court paving materials specifications may include:
- a. Post-tensioning and anchorages will conform to the "PTI Guide Specifications for Post-Tensioning Materials". The tensioning strands shall consist of  $1/2"$  diameter, 7-wire, stress-relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi. Strands shall conform to ASTM-416. Cables shall be fabricated to the proper length for each slab, coated with a permanent rust preventative lubricant, and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of 6" exposed strands is permitted at the dead-end anchor.
  - b. The concrete shall have a compressive strength of not less than 3,500 psi after 28 days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete.
  - c. Forms shall be accurately set to the lines and  $\pm 1/4"$  of finish grade indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until the concrete has taken the final set.
  - d. Tensioning cables and anchors shall be supported on chains and loosely tied 2" high at all intersections to prevent vertical and horizontal movement during concrete placement. Strands shall be placed with no greater spacing than 2'6" wide on lengths over 100' and 3'4" on lengths under 100'. After forms are removed and the concrete has set to a minimum of 2,000 psi, the tensioning procedure may be applied approximately one week later. Each tendon may initially be tensioned to

a maximum of 80% ultimate breaking strength and anchored at a minimum of 70% ultimate breaking strength.

Ultimate Breaking Strength	80%	70%
41,300	33,000	28,900

- e. The cable ends shall be cut off and cone holes grouted flush with the edge of the slab. Grout shall be non-shrink grout.
  - f. Joints. Between each court or at net line  $\pm 1'$ , there shall be a keyed construction joint.
  - g. Placing. A full court shall be placed in one continuous operation without intervening joints of any kind. The 4" thick slab will be placed with a 60' mechanical screed capable of providing a surface true to 3/8" at a 1% slope. Note: Finish surface shall not have a water-holding area greater than 1/8" deep. This is to be determined by flooding the court with water, allowing it to drain for one hour on a 70° or warmer day.
  - h. Curing. Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by pounding, or by curing compound (must be compatible with acrylic tennis surfacing material).
16. Court Surfacing Materials.
- a. Playing Lines. Playing lines shall be painted per manufacturer specifications.
  - b. The surface will be installed per surface manufacturer specifications.
17. Court Surfacing Surface Preparation.
- a. Prior to the surfacing application, the concrete will be thoroughly cleaned by using a power broom or power washer. Subsequent to the cleaning of the court surface, a prime coat will be broom applied. Pools of the prime coat will be swept out to eliminate black "fatty" spots.
  - b. 1/2" Emulsion Lift - The mixture will be agitated in a mixer capable of providing a consistent and homogeneous solution of the binder and aggregates. The mixture will be screed over the entire surface using 1/2" rods; other methods of placing will not be allowed. After the lift has cured (approximately one week), it will be compacted by a vibratory roller or with a static roller weighing 3,000 lbs. The resulting surface shall be free of depressions more than 1/8" deep. Any areas holding more water than 1/8" in depth will be filled with the leveling course.
  - c. Leveling Course(s). Once the 1/2" lift has been rolled, the contractor shall flood courts, mark, and fill all water-holding depressions with the leveling course mixture.
  - d. Any remaining water-holding depressions greater than 1/8" deep will be marked and filled with the leveling mix, again using a 14' straightedge squeegee. Water holding areas will be determined by flooding the court with water and allowing it to drain for one hour on a 70° or warmer day. The court will be re-flooded and refilled as necessary. Note: Water holding areas can only be removed where positive and adequate slope exists.
  - e. Finishing Courses. The awarded vendor shall blend in water-holding patches and surface defects and provide for a wearing base with the finishing courses.
  - f. After each finishing application has been cured, and ridges will be removed with scrapers, and the application will be compacted with a minimum 3,000 lb. static roller. One finishing course will be applied and additional applications will be made as necessary to provide a uniform, ridge-free surface.
18. Hot Mix Asphalt Tennis and/or Basketball Courts
- a. The Vendor shall guarantee the work against defective material or faulty workmanship for one (1) year from the date of completion.
  - b. The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
  - c. The following descriptions are given as a general guide and standard of the surfaces being requested. The awarded vendor is encouraged to propose a complete line of tennis/basketball court surfaces that meet or exceed the listed surfaces, the standards and specifications established

by the National Federation of State High School Association, American Sports Builders Association, state and local Uniform Building Codes.

- d. Submittals. The Vendor must provide written documentation for:
  - i. Each type of tennis or basketball surface offered.
  - ii. The installation certification by the surface manufacturer to install, maintain, and/or repair the proposed court system.
  - iii. For the court surfaces offered, provide written documentation of its proven record for performance and durability by listing 5 installations that are a minimum of five (5) years old that contain the same court surface materials and use the same method of installation showing locations, installation dates, and owner representatives contact information. Courts listed are to have been provided by the awarded vendor making a response to this solicitation.

19. Hot Mix Asphaltic Base Course and Leveling Course for Tennis and Basketball Courts.

- a. The components and methods utilized to install and complete the base and leveling course must be in accordance with the individual project's design documents. The success of any installation of base or leveling course is dependent upon a properly constructed sub-base and a good drainage system.
- b. The Minimum recommended base course thickness shall be based on the specifications established by the geotechnical engineer.
- c. The Minimum recommended leveling course thickness shall be based on the specifications established by the geotechnical engineer.
- d. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. The site preparation will be done to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
- e. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
- f. Asphalt. The proper type of asphalt used will vary from state to state if using the standard norm of the Department of Transportation (DOT) or State Highway Department standards. The following is a typical mix design for example only:
  - i. Thickness: No less than 1".
  - ii. Liquid Asphalt or Bitumen: 5.5% by weight (+/- 0.5%).
  - iii. Asphalt Penetration or Type: 85 - 100 penetration.
- g. Cure Time. Follow the coating manufacturer's recommendations (typically 14 to 30 days), depending on the time of year and rainfall. Asphalt will cure more slowly in cooler temperatures, i.e. the Spring and Fall.
- h. Aggregate Type. Crushed stone, gravel, shale, limestone, etc. Foreign materials, i.e., pyrite, clay, ferrous compounds, dirt, and organic material are not acceptable.

Aggregate Sieve Analysis	% Passing
1/2"	100%
3/8"	70 – 80%
1/4"	60 – 80%
No. 4	60 – 70%
No. 8	40 – 60%
No. 12	30 – 50%
No. 16	20 – 40%
No. 30	20 – 30%
No. 50	10 – 20%

No. 100	2 – 6%
No. 200	60 – 70%
Washed	0 – 2%

- i. Plant, Equipment, Machines, and Tools.
  - i. Plant, equipment, machines, and tools - The bituminous plant should be capable of producing the quantities of bituminous mixtures required. Hauling, placing and compaction equipment should be provided in sufficient numbers that the placement capacity at the site is equal to, or greater than, the planned plant output to the site.
  - ii. Paver. All pavements, where applicable, should be placed with a self- propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - iii. Compaction Equipment. Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction while providing a smooth surface free from bumps, marks, and creases.
  - iv. Transportation Equipment. Transportation of the hot mix asphalt to the site from the asphalt plant should be in trucks having tight, clean, smooth beds lightly coated with an approved releasing agent. Each load should be covered with a canvas or other approved material of ample size to protect the mixture from cooling.
  - v. Straightedge. The awarded vendor should furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
- j. Placement and Compaction.
  - i. Hot mix asphalt courses should only be placed on the specified base, free from contamination, and with no free water on the surface.
  - ii. Paving operations should not be scheduled unless there is ample time to place, compact, and finish roll the hot mix asphalt.
  - iii. The range of temperatures for mixtures to be dumped into the paver should be determined by the State Department of Transportation guidelines, and in no case should they be cooler than 225 degrees F.
  - iv. Paving operations should provide a mat that is smooth, dense, and of the proper thickness, slope, and plane.
  - v. The leveling course should be placed such that the longitudinal joints of the leveling course are offset from that of the base course. Transverse joints should be offset a minimum of 24".
  - vi. In placing each succeeding pass after the initial one, the screed of the paver should be set so that it overlaps the preceding pass by 2" and be sufficiently high so that when compacted, a smooth joint is produced. Before pinching the joint, the excess material should be pushed onto the edge of the new pass with a lute. Excess material should be removed and wasted.
  - vii. Breakdown rolling should begin as soon after the placement as the mixture will allow without undue displacement. No delays in rolling should be permitted. After breakdown rolling has been completed, preliminary testing of grade, slope, and planarity should be done. Any deficiencies should be immediately corrected in accordance with the "Acceptability of Work." When the paving Contractor is assured that all tolerances are being met, finish rolling should begin.
  - viii. Deficient areas within the base course should be corrected by saw cutting or milling high spots and/or by truing and leveling low spots.
  - ix. Leveling of the asphalt before installing the final surface is the same as for post-tension concrete surfaces or per the surface manufacturer requirements.
- k. Upon completion of the work and/or prior to installing the surface system, the base and leveling course should be inspected for:
  - i. Grade conformance tests should be conducted on both the base course and the leveling course. The entire surface should have positive drainage.
  - ii. Planarity. After completion of the finish rolling operations on each course, the compacted surface should be tested with a 10' straightedge. Measurements should be made perpendicular to and across all mats at a distance not to exceed 25'. The track surfacing contractor and/or participating



agency's representative should be present when these measurements are made. The maximum allowable planarity deviation within a pass should be 1/8" in 10' when measured in any direction.

- i. Quality Assurance.
  - ii. The work shall conform to the USTC & ASBA's standards for court construction. The court surface will be applied by a licensed firm, which has been installing the material for the past five (5) years. The installing foreman must have at least five (5) years' experience installing this type of system.
  - iii. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the participating agency of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
  - iv. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable.
  - v. The Vendor is to provide a written guarantee against defective materials or faulty workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear of an all-weather tennis/basketball court for not less than five (5) years.
20. Track accessory materials may include, but are not limited to:
  - a. Cages for discus, hammer, and shot put.
  - b. Hammer and discus conversion.
  - c. Discus rings.
  - d. Long and triple jump take-off systems.
  - e. Pole vault boxes and pits.
  - f. Long jump sandpits and traps.
  - g. Shot put toe boards.
  - h. Shot put rings.
  - i. Throws circles.
  - j. Running track covers.
  - k. Re-striping existing running tracks.
  - l. Take-off boards.
  - m. Water jump hurdle with sleeves.
  - n. Water jump cover.
  - o. Removable track curbing.
  - p. Sand. All sand for the long/triple jump sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand shall meet all specifications of the IAAF - washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation, the awarded vendor shall provide the participating agency with a one (1) gallon sample for approval.
  - q. Replacement of grass or re-seeding of natural grass as part of the track or court project.
21. Tennis court accessory materials may include, but are not limited to:
  - a. Net posts and sleeves equipment.
  - b. Center strap anchor.
  - c. Tennis Nets.
  - d. Wind Screens.
  - e. Backdrop curtains.
  - f. Court dividers.
  - g. Crack repair.
22. Basketball court accessory materials may include, but are not limited to:

- a. Goalposts.
- b. Backboards.
- c. Mesh nets.
- d. Hoop rings 18".
- e. Crack repair.

## **VI. Pricing**

1. 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**

<b>Date/Time</b>	<b>Event</b>
January 3, 2025	Publication of Solicitation
January 14, 2025 at 10:00 AM CT	Non-Required Conference Call (via Zoom)
<b>January 23, 2025 at 10:00 AM CT</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>February 3, 2025 at 10:00 AM CT</b>	<b>Deadline for Submission</b>
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/83794637836?pwd=jPMW9ulBnfcgcPkUC8jvrPenMWcvWj.1>

Meeting ID: 837 9463 7836

Passcode: 9mU0br

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

2. **Meeting ID:** 837 9463 7836

**Passcode:** 745316

## **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.

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

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](http://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
<b>1 RFP</b> Provided as a PDF.	Retain for your records.
<b>2 General Terms and Conditions</b> Provided as a PDF.	Retain for your records.

<b>3 Questionnaire</b> Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include name of company in the file title.
<b>4 Forms &amp; Signatures</b> Provided as a PDF.	<b>Submit as one (1) PDF, <u>signatures required</u>.</b> Include name of company in the file title.
<b>5 Pricing Schedule</b> Provided as Excel document.	<b>Submit as Excel document.</b> Include name of company in the file title.
<b>6 Certificate of Insurance (COI)</b>	<b>Submit as PDF.</b> Include name of company in the title. <u>CPC must be identified as a certificate holder.</u>
<b>7 Business Type/Classification Documentation</b>	<b>Submit as PDF.</b> Include name of company in the title. See Part 3 – Questionnaire for details.
<b>8 Bid Bond</b>	<b>Submit a PDF copy.</b> See “XVI. Solicitation Terms and Conditions. Bid Bond” for details.
<b>9 Exhibit A – State Business/Contractors License</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.
<b>10 Exhibit B – Manufacturer Authorized Dealers/Installers</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.
<b>11 Exhibit C – Authorization to Act as a Distributor</b>	<b>Submit a PDF copy.</b> Include name of company in the title. See “Additional Requirements” in Part 3 – Questionnaire for details.

**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**

**Bid Bond:** By the due date and time of this solicitation, a Supplier shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$5,000. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Supplier will enter into a contract with CPC. If awarded, the Supplier will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Supplier is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Supplier will abide by the terms stated in this solicitation and in the Supplier's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder.

**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](mailto: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. Payment will not be issued for any project for which the required bonds have not been received.

**Other Bonds:** An awarded supplier 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 provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. **The 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 through 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. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, 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 Description	Completed By
<b>1. CPC Supplier Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	CPC & Supplier
<b>2. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Supplier
<b>3. Express Store (if applicable)</b> 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	Supplier
<b>4. Marketing - CPC</b> Connect with CPC marketing team Award announcements Supplier profile page  <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
<b>5. Marketing – Supplier</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Supplier
<b>6. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Supplier
<b>7. Annual Evaluation</b>	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 partner sells 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 audit their 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, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the 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 extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party



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

A 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 [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**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, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The 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 its 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 10/2024

## Questionnaire

### RFP #25.10 Athletic Surfaces: Tracks & Courts

#### **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 single PDF format 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. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Requirements

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

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

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

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

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

Click or tap here to enter text.

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

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

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

Click or tap here to enter text.

## 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 athletic surfaces and installation services.**

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. The references must have purchased products/services you are submitting in your response within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email is 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.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

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

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

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

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

## 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.**

Click or tap here to enter text.

**5. Describe the ordering process. If orders are to be handled by distributors, dealers or others, explain the respective roles of your company (as the proposer) and others.**

Click or tap here to enter text.

**6. Describe your company's assessment, preparation, installation, and cleaning processes. Describe how you communicate with a participating agency during these phases.**

Click or tap here to enter text.

**7. Describe the duties of your company's installation teams and project roles. Describe any certifications and/or trainings your installation teams/personnel possess and adhere to.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**10. 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.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**14. Describe your company's contract implementation or customer transition plan.**

Click or tap here to enter text.

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

Click or tap here to enter text.

**16. 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

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

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.**

Click or tap here to enter text.

## 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 company is requesting an Exception and/or Deviation to the RFP documents.**

\_\_\_\_\_ *Yes*                      \_\_\_\_\_ *No*

**If YES, complete the questions below:**

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

--	--	--	--

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – State Business/Contractor’s License**

Submit for each state in which your company plans to conduct business.

**2. Exhibit B – List of Manufacturer Authorized Dealers/Installers\***

If applicable to your business model, submit a listing of Authorized Dealers/Installers for the areas in which your company plans to conduct business. Information on the list shall include:

- Authorized Dealer/Installer’s Company Name
- Authorized Representative
- Address, city, state, zip
- Phone number
- Email address

*\*This is a requirement if a manufacturer/distributor is submitting a response directly to this solicitation. It is not required if you are a Dealer responding to the solicitation. (If you are a Dealer and use subcontractors, the “Subcontractor Form” found in “Part 4 – Forms & Signatures” package must be completed.)*

**3. Exhibit C – Authorization to Act as a Distributor**

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

## Forms & Signatures

### RFP #25.10 Athletic Surfaces: Tracks & Courts

#### **Instructions**

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

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***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.

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

### 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.

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

# 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.

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### **PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the 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.

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### **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 certifies 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 matters are closed.

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### **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 Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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### **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 with 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.**

Business Name \_\_\_\_\_

**Authorized  
Signature** \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_

## Subcontractor Utilization Form

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

Solicitation Name: \_\_\_\_\_  
Solicitation Number: \_\_\_\_\_  
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: \_\_\_\_\_

## Part 5 - Pricing

**Suppliers must complete all required tabs in this workbook (tab 1, tab 2) for their pricing proposal to be complete.**

**Instructions.** This spreadsheet contains multiple tabs relating to this RFP. Please follow the directions provided on each tab and complete the worksheets as they pertain to your company's offerings. Each individual worksheet will note if it's a required or optional form. Per the RFP terms and conditions, all worksheets listed as optional are considered a value-added attribute.

**\*Please note this workbook has multiple tabs.**

**This workbook contains the following tabs/worksheets:**

- 1 - Price Schedule (REQUIRED)
- 2 - Services (REQUIRED)
- 3 - Additional Discounts (optional)

### **1 - Price Schedule - REQUIRED**

Enter the list price and discounted price your company is proposing.

### **2 - Services - REQUIRED**

Submit pricing for services proposed under this solicitation.

### **3 - Additional Discounts - Optional**

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. **If your response does not include additional discounts, this worksheet is not required.**

1 - Price Schedule

Instructions:

1. Complete the following form for all athletic surfaces, tracks and courts, equipment, services, supplies, and related items that are being solicited.

2. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is

3. Enter your company's standard list price in column E and enter the percent discount proposed in column F. Please note, column G will automatically calculate once numbers are entered in

4. Respondent must identify how shipping charges are applied if they are NOT included in the offered base pricing.

This worksheet is REQUIRED.

Responding Company's Name:

Installation of New Running Track or Court Surface on a Concrete or Asphalt Base, Add more lines as needed for product and services not specified:

6 Lane Track

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

To install a Latex running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat Structural running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Tracks' Full Pour (Impermeable) running track include all material and labor

Sq. Ft.

\$ -

To install a Pre-manufactured Rubber Track include all material and labor

Sq. Ft.

\$ -

8 Lane Track

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

To install a Latex running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat Structural running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor

Sq. Ft.

\$ -

To install a Polyurethane Tracks' Full Pour (Impermeable) running track include all material and labor

Sq. Ft.

\$ -

To install a Pre-manufactured Rubber Track include all material and labor

Sq. Ft.

\$ -

Courts

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

To install a Singles Tennis Court include all material and labor

Sq. Ft.

\$ -

To install a Doubles Tennis Court include all material and labor

Sq. Ft.

\$ -

To install a Basketball Court include all material and labor

Sq. Ft.

\$ -

Installation of a Running Track or Court's Concrete or Asphalt Base, Add more lines as needed for product and services not specified:

Description

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

To install an asphalt base for 6 lane running track include all material and labor

Sq. Ft.

\$ -

To install an asphalt base for 8 lane running track include all material and labor

Sq. Ft.

\$ -

To install a concrete base for 6 lane running track include all material and labor

Sq. Ft.

\$ -

To install a concrete base for 8 lane running track include all material and labor

Sq. Ft.

\$ -

To install an asphalt base for tennis or basketball court include all material and labor

Sq. Ft.

\$ -

To install a concrete base for tennis or basketball court include all material and labor

Sq. Ft.

\$ -

To install a post-tension concrete base for tennis or basketball court include all material and labor

Sq. Ft.

\$ -

Preparation, cleaning of existing stable asphalt/concrete base, prior to installation of track or court surfacing

Sq. Ft.

\$ -

Patching existing stable asphalt/concrete base, prior to installation of track or court surfacing

Sq. Ft.

\$ -

Running Track and Event Striping - Add more lines as needed for product and services not specified

Acrylic Paint Striping for All Weather Latex Running Tracks

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

New striping of 1 lane

Lane

\$ -

New striping of 2 lanes

2 Lanes

\$ -

New striping of 3 Lanes

3 Lanes

\$ -

New striping of 4 Lanes

4 Lanes

\$ -

New striping of 5 Lanes

5 Lanes

\$ -

New striping of 6 Lanes

6 Lanes

\$ -

New striping of 7 Lanes

7 Lanes

\$ -

New striping of 8 Lanes

8 Lanes

\$ -

New striping of additional lane

Lane

\$ -

Acrylic Paint Striping adder for Polyurethane, Polyurethane Sandwich, Polyurethane Structural, Polyurethane Full Pour Pre-Manufactured Rubber Track

Track

\$ -

Acrylic Paint Restriping for All Weather Latex Running Tracks

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

Restriping of 1 lane

Lane

\$ -

Restriping of 2 Lanes

2 Lanes

\$ -

Restriping of 3 Lanes

3 Lanes

\$ -

Restriping of 4 Lanes

4 Lanes

\$ -

Restriping of 5 Lanes

5 Lanes

\$ -

Restriping of 6 Lanes

6 Lanes

\$ -

Restriping of 7 Lanes

7 Lanes

\$ -

Restriping of 8 Lanes

8 Lanes

\$ -

Restriping of Additional Lane

\$ -

Acrylic Paint Restriping adder for Polyurethane, Polyurethane Sandwich, Polyurethane Structural, Polyurethane Full Pour Pre-Manufactured Rubber Track

Track

\$ -

Paint Play Lines for Tennis, Volleyball, Pickleball or Basketball Courts - Add more lines as needed for product and services not specified.

Description

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

Singles Tennis Court

Court

\$ -

Doubles Tennis Court

Court

\$ -

Basketball Court

Court

\$ -

Volleyball Court

\$ -

Restriping Singles Tennis Court

Court

\$ -

Restriping Doubles Tennis Court

Court

\$ -

Restriping Basketball Court

Court

\$ -

Restriping Volleyball Court

Court

\$ -

Site Work - Add lines for product and services offered.

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Warranty - Add lines for warranty and maintenance agreements offered.

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Surfacing Materials

Running Track/Tennis - Add more lines as needed for product and services not specified.

Manufacturer

Manufacturer Number

Unit of Measure

Catalog/List/  
Retail Price

Percent Discount

Net Price To  
Member

SBR Latex Binder

Cost Per Gallon

\$ -

Latex Primer

Cost Per Gallon

\$ -

Acrylic Top Coat

Cost Per Gallon

\$ -

SBR Rubber Granules - Black 1-4 mm

Cost Per Lbs

\$ -

SBR Rubber Granules - Colored 1-4 mm

Cost Per Lbs

\$ -

EPDM Rubber Granules - Black 1-4 mm

Cost Per Lbs

\$ -

EPDM Rubber Granules - Colored 1-4 mm

Cost Per Lbs

\$ -

Polyurethane - Binder

Cost Per Gallon

\$ -

Polyurethane - Primer

Cost Per Gallon

\$ -

Aliphatic Binder or Top Coat

Cost Per Gallon

\$ -

Polyurethane - Top Coat

Cost Per Gallon

\$ -

Prefabricated Rubber Mat

Cost Per Sq. Ft.

\$ -

Prefabricated Vulcanized Rubber Mat

Cost Per Sq. Ft.

\$ -

Prefabricated Rubber Mat Adhesive

Cost Per Gallon

\$ -

Latex Track patching kit

Cost per Kit

\$ -

Polyurethane Track patching kit

Cost per Kit

\$ -

Part 5 25.10 - Pricing

1 - Price Schedule

Installation of New Running Track or Court Surface on a Concrete or Asphalt Base, Add more lines as needed for product and services not specified:						
						\$ -
						\$ -
Items as a percentage of Manufacturer, Distributor, Supplier, or Contractor price list. Need to provide a copy of the price sheets that the discount will be based upon. Add more lines as needed for product and services not specified.						
Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/ Retail Price	Percent Discount	Net Price To Member
Pole Vault Pit			Percentage Discount			\$ -
Take-Off Boards			Percentage Discount			\$ -
Shot Put Toss Boards			Percentage Discount			\$ -
Shot Put Rings			Percentage Discount			\$ -
Discus Rings			Percentage Discount			\$ -
Combination Hammer/Discus Cage and cage must meet IAAF rules			Percentage Discount			\$ -
Hammer/Discus Conversion Ring			Percentage Discount			\$ -
Water Jump Hurdle with sleeves			Percentage Discount			\$ -
Water Jump Cover			Percentage Discount			\$ -
Long Jump Sandpits and Traps			Percentage Discount			\$ -
Sand for Sand Pits and Traps			Percentage Discount			\$ -
Tennis Net Posts and Sleeves Equipment			Percentage Discount			\$ -
Tennis Center Strap Anchor			Percentage Discount			\$ -
Tennis Nets			Percentage Discount			\$ -
Tennis Wind Screens			Percentage Discount			\$ -
Tennis Backdrop Curtains			Percentage Discount			\$ -
Tennis Court Dividers			Percentage Discount			\$ -
Basketball Goal Post			Percentage Discount			\$ -
Basketball Backboards			Percentage Discount			\$ -
Basketball Mesh nets			Percentage Discount			\$ -
Basketball Hoop rings 18"			Percentage Discount			\$ -
						\$ -
Track Resurfacing						
6 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/ Retail Price	Percent Discount	Net Price To Member
To resurface a Latex running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Structural running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Sandwich running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Full Pour (Impermeable) running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Pre-manufactured Rubber Tracks include all material and labor			Cost Sq. Ft.			\$ -
8 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/ Retail Price	Percent Discount	Net Price To Member
To resurface a Latex running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Structural running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Sandwich running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Full Pour (Impermeable) running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Pre-manufactured Rubber Tracks include all material and labor			Cost Sq. Ft.			\$ -
Miscellaneous Materials - Add more lines as needed for product and services not specified.						
Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/ Retail Price	Percent Discount	Net Price To Member
Clean sand for sand pits			Cost Per Yard			\$ -
Silica sand (30, 60 or 70 mesh)			Cost Per Lbs			\$ -
Portland cement (90 Lb. bag)			Cost Per Bag			\$ -
Latex crack filler			Cost Per Gallon			\$ -
Urethane caulking (tube)			Cost Per Tube			\$ -
Latex binder (various colors)			Cost Per Gallon			\$ -
White Line Paint			Cost Per Gallon			\$ -
Concrete Sealer			Cost Per Gallon			\$ -
Clear Top Coat			Cost Per Gallon			\$ -
Concrete Resin Compound			Cost Per Gallon			\$ -
						\$ -
Drainage - Add more lines as needed for product and services not specified.						
Track Drainage			Cost per Linear Ft.			\$ -
Court Drainage			Cost per Linear Ft.			\$ -
						\$ -
						\$ -
Curbing - Add more lines as needed for product and services not specified.						
Removable Track Curbing			Cost per Linear Ft.			\$ -
Concrete Curbing			Cost per Linear Ft.			\$ -
Asphalt Curbing			Cost per Linear Ft.			\$ -
						\$ -
						\$ -
Track Certifications - Add more lines as needed for product and services not specified.						
Class 5 ASIA Certifications			Per Track			\$ -
Class 4 ASIA Certification			Per Track			\$ -
Class 3 ASIA Certification			Per Track			\$ -
						\$ -
Miscellaneous Items - Add more lines as needed for product and services not specified.						
Plant New Grass or Sod			Cost Per Sq. Ft.			\$ -
Re-seed Grass			Cost Per Sq. Ft.			\$ -
						\$ -
						\$ -
						\$ -

## 2 - Services

**Suppliers must provide pricing for any services that are included in their response. This worksheet is required.**

**INSTRUCTIONS:** Complete the tables below for those services you are proposing.

Responding Company's Name:

### Professional Services (i.e. Design, project management, dock and/or inside delivery, training & support, etc.)

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#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	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, 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 (i.e. Maintenance plans, extended warranties, etc.)

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

### 3 - 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. If your response does not include additional discounts, 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.).

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

[illegible]



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**[External]Public Purchase - RFP #25.10 - Athletic Surfaces: Tracks & Courts Closed Notification**

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**From** Public Purchase <notices@publicpurchase.com>

**Date** Mon 2/3/2025 10:00 AM

**To** Joni Puffett <jpuffett@lcsc.org>

Joni Puffett:

The bid RFP #25.10 - Athletic Surfaces: Tracks & Courts 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=195829>

Thank you for using Public Purchase.

MK= FoF/4rrCobbXrrhNDrlgzg==

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

# Notifications Report

Agency Cooperative Purchasing Connection  
 Bid Number 195829  
 Bid Title Athletic Surfaces: Tracks & Courts

Vendor Name	State	Business Type	Invitation	Date	Email	Reason
2nd Wind Exercise Equipment Inc	MN		Classification	2025-01-03 12:42:22	tmaynard@2ndwindexercise.co	Bid Notification
Acoustical Surfaces Inc	MN		Classification	2025-01-03 12:42:22	garrett@acousticalsurfaces.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA		Classification	2025-01-03 12:42:22	TOMS@AAESPORTS.COM	Bid Notification
American Pavement Solutions	WI		Classification	2025-01-03 12:42:22	rburkel@ameripavement.com	Bid Notification
APX Construction Group	MN		Classification	2025-01-03 12:42:22	nate@apxconstructiongroup.co athleticsurfaceconstruction@yah	Bid Notification
Athletic Surface Consrtuction LLC	MN		Classification	2025-01-03 12:42:22	oo.com	Bid Notification
Becker Arena Products	MN		Classification	2025-01-03 12:42:22	pat.groetsch@beckerarena.com	Bid Notification
Bill Fritz Sports Corporation	NC		Classification	2025-01-03 12:42:22	bfritz@billfritzsports.com	Bid Notification
Clarke Distributing Company	TX		Classification	2025-01-03 12:42:22	andres@clarke-sports.com	Bid Notification
Controlled Products	GA		Classification	2025-01-03 12:42:22	dennis@cpturf.com	Bid Notification
Dakota Playground	ND		Classification	2025-01-03 12:42:22	sales@dakotaplayground.com	Bid Notification
DeCook Excavating Inc	MN		Classification	2025-01-03 12:42:22	brent@decookexcavating.com	Bid Notification
Find Import Corporation	MA		Classification	2025-01-03 12:42:22	vendor@opentip.com	Bid Notification
Fisher Tracks, Inc	IA		Classification	2025-01-03 12:42:22	jfisher@fishertracks.com	Bid Notification
Fisher Tracks, Inc.	IA		Classification	2025-01-03 12:42:22	dolofson@fishertracks.com	Bid Notification
Flaghouse	NJ		Classification	2025-01-03 12:42:22	john.holt@flaghouse.com	Bid Notification
FLR Sanders, Inc.	MN		Classification	2025-01-03 12:42:22	dcariveau@flrsanders.com	Bid Notification
Game One	WY		Classification	2025-01-03 12:42:22	alex.starcevic@game-one.com	Bid Notification
Game Time Sports Systems, LLC	IL		Classification	2025-01-03 12:42:22	d.stern@gametimesportssystem	Bid Notification
Gerrells Sports Center	ND		Classification	2025-01-03 12:42:22	gerrells@gerrells.net	Bid Notification
Global Equipment Company, Inc.	GA		Classification	2025-01-03 12:42:22	bgarrett@globalindustrial.com	Bid Notification
Haldeman Homme	MN		Classification	2025-01-03 12:42:22	pfedje@andersonladd.com	Bid Notification
Haldeman Homme	MN		Classification	2025-01-03 12:42:22	srivard@andersonladd.com	Bid Notification
J. Oliver Construction LLC	KS		Classification	2025-01-03 12:42:22	beth@jolverconstruction.com	Bid Notification
JWood Sports Flooring	WI		Classification	2025-01-03 12:42:22	caj.jwood@gmail.com	Bid Notification
Loeffler Construction & Consulting	MN		Classification	2025-01-03 12:42:22	shudoba@loefflerconstruction.co	Bid Notification
Mtt Co.	IA		Classification	2025-01-03 12:42:22	paul@midwesttennisandtrack.co	Bid Notification
Nasco Education LLC	WI		Classification	2025-01-03 12:42:22	bids@nascoeducation.com	Bid Notification
Practice Sports, Inc.	NE		Classification	2025-01-03 12:42:22	chad@practicesports.com	Bid Notification
Professional Track and Tennis Inc	NE		Classification	2025-01-03 12:42:22	dillon@protrackandtennis.com	Bid Notification
Promaxima Mfg. Ltd.	TX		Classification	2025-01-03 12:42:22	order@promaxima.com	Bid Notification
Pullman Power LLC	MO		Classification	2025-01-03 12:42:22	mwieberg@pullman-	Bid Notification
PUSH PEDAL PULL	SD		Classification	2025-01-03 12:42:22	tpedersen@pushpedalpull.com	Bid Notification
Pyramid Paper Company	FL		Classification	2025-01-03 12:42:22	biddept@pyramidsp.com	Bid Notification
Rocking-O Buildings & Livestock						
Equipment	IA		Classification	2025-01-03 12:42:22	rocking-o@outlook.com	Bid Notification
Rocky Mountain Recreation LLC	ID		Classification	2025-01-03 12:42:22	rockymountainrecreationllc@gm	Bid Notification
Royal Media Network	MD		Classification	2025-01-03 12:42:22	arish@royalimagingsolutions.co	Bid Notification
Security Trading Co	ND		Classification	2025-01-03 12:42:22	erin@stcflooring.net cplonske@southernminnesotain	Bid Notification
Southern Minnesota Inspection Co	MN		Classification	2025-01-03 12:42:22	spection.com	Bid Notification
SwedeBro, Inc.	MN	SBE	Classification	2025-01-03 12:42:22	chanson@swedebro.com	Bid Notification
The J Paul Company	TX		Classification	2025-01-03 12:42:22	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN		Classification	2025-01-03 12:42:22	bids@gophersport.com mike.sigman@westplainsengine	Bid Notification
West Plains Engineering, Inc.	SD		Classification	2025-01-03 12:42:22	ering.com	Bid Notification

**Access Report**  
**Agency** Cooperative Purchasing Connection  
**Bid Number** 25.10  
**Bid Title** Athletic Surfaces: Tracks & Courts

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2025-01-03 10:22 PM CST	2025-01-09 08:17 AM CST	Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.docx Part 2 25.10 - General Terms and Conditions.pdf Part 5 25.10 - Pricing.xlsx Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Court Surfaces & Repair inc.	2025-01-21 02:23 PM CST	2025-01-21 02:26 PM CST	Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
ConstructConnect	2025-01-06 10:26 AM CST	2025-01-06 10:26 AM CST	Part 5 25.10 - Pricing.pdf Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.pdf Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
ELITE TEXTILE TRADING LLC	2025-01-03 02:03 PM CST	2025-02-03 06:01 AM CST	Part 3 25.10 - Questionnaire.docx Part 5 25.10 - Pricing.xlsx Part 4 25.10 - Forms & Signatures.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf Part 2 25.10 - General Terms and Conditions.pdf	
Fisher Tracks, Inc	2025-01-06 01:23 PM CST	2025-01-31 04:22 PM CST	Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	2025-01-31 04:19 PM CST
Dodge Data & Analytics	2025-01-06 10:00 AM CST	2025-01-06 10:01 AM CST	Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Professional Track and Tennis Inc	2025-01-03 01:43 PM CST	2025-01-03 01:44 PM CST	Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
PUSH PEDAL PULL	2025-01-03 04:02 PM CST	2025-01-03 04:02 PM CST	Part 5 25.10 - Pricing.xlsx Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.docx Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
L&L Supplies The Bid Lab	2025-01-08 04:47 PM CST 2025-01-04 01:36 AM CST	2025-01-08 04:48 PM CST 2025-02-02 04:58 PM CST	Part 4 25.10 - Forms & Signatures.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf Part 5 25.10 - Pricing.xlsx	
Freedom Construction LLC	2025-01-20 02:07 PM CST	2025-01-28 01:54 PM CST	Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
BidClerk	2025-01-06 09:17 AM CST	2025-01-06 09:18 AM CST	Part 5 25.10 - Pricing.xlsx Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.docx Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Orange Properties LLC	2025-01-07 02:09 PM CST	2025-01-14 10:06 AM CST	Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
ICP	2025-01-06 03:07 PM CST	2025-01-06 03:13 PM CST	Part 5 25.10 - Pricing.xlsx Part 3 25.10 - Questionnaire.docx Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Peterson Companies Inc.	2025-01-22 05:07 PM CST	2025-01-22 05:11 PM CST	Part 5 25.10 - Pricing.pdf Part 3 25.10 - Questionnaire.pdf Part 4 25.10 - Forms & Signatures.pdf Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Dodge Data & Analytics Fisher Tracks, Inc.	2025-01-03 11:40 PM CST 2025-01-13 08:31 AM CST	2025-02-12 12:57 AM CST 2025-01-13 08:31 AM CST	Part 5 25.10 - Pricing.pdf Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.pdf Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
iSqFt	2025-01-06 09:04 AM CST	2025-02-12 03:54 PM CST	Part 5 25.10 - Pricing.xlsx Part 4 25.10 - Forms & Signatures.pdf Part 3 25.10 - Questionnaire.docx Part 2 25.10 - General Terms and Conditions.pdf Part 1 25.10 - Athletic Surfaces Tracks and Courts.pdf	
Allied Solutions FLR Sanders, Inc.	2025-01-09 06:28 AM CST 2025-01-03 02:01 PM CST	2025-01-09 06:29 AM CST 2025-01-03 02:01 PM CST		

# Opening Record

#25.10 Athletic Surfaces: Tracks & Courts

February 3, 2025

10:00 AM CST


Request for Proposal

Date

Time

Signed by:  
  
BE0ED0E17BEC407...

Joni Puffett

DocuSigned by:  
  
981BDA49D4464FE...

Amy Lohse

DocuSigned by:  
  
48D2E03F59EF456...

Lori Mittelstadt

Company Responding	Fisher Tracks, Inc.	Vendor	Vendor	Vendor
<b>3 Questionnaire</b> <i>Yes/No</i>	YES			
<b>Business Types/Classifications</b> <i>(if applicable)</i>	N/A			
<b>4 Forms &amp; Signatures</b> <i>Yes/No</i>	YES			
<b>5 Pricing Schedule</b> <i>Yes/No</i>	YES			
<b>6 Certificate of Insurance</b> <i>Yes/No</i>	YES			
<b>Bid Bond</b> <i>Yes/No</i>	YES			
<b>Exhibit A – State Business/Contractors License</b> <i>Yes/No</i>	YES			
<b>Exhibit B – Manufacturer Authorized Dealers/Installers</b> <i>Yes/No, Required if responding as a Manufacturer/distributor</i>	N/A			
<b>Exhibit C – Authorization to Act as a Distributor</b> <i>Yes/No, Required if responding as dealer/reseller.</i>	N/A			
<b>Additional Information</b>	Marketing Materials & Varies Certifications			
<b>Moves to Evaluation</b>	YES			

2.10.25

# Suspended/Debarred Vendor Detailed Information

[Minnesota Rules Part 1230.1150, Subpart 6](#) 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

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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.](#)

25.10 RFP

Sam.gov --- 2.10.25

Showing 1 - 1 of 1 results			sort by Date Modified/Updated ▼
<b>FISHER TRACKS INC</b> ● Active Registration			Entity
Unique Entity ID UKKJHKVJMQT6	CAGE Code 4DH48	Physical Address 1192 235TH ST, BOONE, IA 50036 USA	Expiration Date Jul 24, 2025
			Purpose of Registration All Awards
<div><div>&lt; 1 of 1 &gt;</div><div>page</div><div>results per page</div><div>25 ▼</div></div>			



**Cooperative Purchasing Connection**  
Tabulation Report RFP #25.10 - Athletic Surfaces:  
Tracks & Courts  
Vendor: Fisher Tracks, Inc

**General Comments:**

**General Attachments:** 3 Questionnaire - Fisher Tracks Inc.pdf  
COI - CPC.pdf  
CPC - Additional Information.pdf  
CPC - Bond.pdf  
CPC - Financial Statment.pdf  
Fisher EMR 25.pdf  
Forms - Signatures - Fisher Tracks Inc.pdf  
Letter of Bondability 2025.pdf  
Northwest Bank - Letter (CPC).pdf  
Part 5 - Pricing.pdf



## Questionnaire

### RFP #25.10 Athletic Surfaces: Tracks & Courts

#### **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 single PDF format 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. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Requirements

## Company Information

**Name of Company:** Fisher Tracks, Inc.

**Company Address:** 1192 235<sup>th</sup> St

**City, State, Zip code:** Boone, IA 50036

**Website:** [www.fishertracks.com](http://www.fishertracks.com)

**Phone:** 515-432-3191

	Name	Email	Phone
Primary Contact 1 for Proposal	Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12
Primary Contact 2 for Proposal	Darin Olofson	<a href="mailto:dolofson@fishertracks.com">dolofson@fishertracks.com</a>	515-432-3191 x 16

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	Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12
Contract Manager	Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12
Sales Manager	N/A		
Marketing Manager	Darin Olofson	<a href="mailto:dolofson@fishertracks.com">dolofson@fishertracks.com</a>	515-432-3191 x 16
Customer Service Manager	Sam Fisher	<a href="mailto:sfisher@fishertracks.com">sfisher@fishertracks.com</a>	515-432-3191 x 21
Account Manager(s)	Jordan – Darin – Sam		515-432-3191

Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI
SAM.GOV	UKKJHKVJMQT6

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

x	Business Type/Classification	x	Business Type/Classification
	8(a) 8(a) Qualified Business		SDB Small Disadvantaged Business
	DBE Disadvantaged Business Enterprise		SDVOB Service-Disabled Veteran Owned Business
	HUB Historically Underutilized Business Zone		SECTION 3 Section 3 Business Concern
	MBE Minority-Owned Business Enterprise		SSV Sole Source Supplier
	MWBE Minority Women-Owned Business Enterprise		VBE Veteran-Owned Business Enterprise
	SBE Small Business Enterprise		WBE Woman-Owned Business Enterprise
	Other; list name:		

**How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller or a service provider?**  
 Fisher Tracks is a manufacturer/service provider.

**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?**

Fisher Tracks does not use a dealer network. All sales, service and installation are done in house for a single source of responsibility.

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

Buy Board – May 31, 2025

TIPS – April 30, 2026

National Purchasing Partners (NPP) January 21, 2026

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

CPC's brand recognitions, marketing, and support of its Vendors is second to none in the tri-state area. If renewed, Our CPC contract will be what Fisher Tracks markets first and foremost in Minnesota and the Dakotas.

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

\_\_\_\_\_ **Yes**                        X   **No**

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

Click or tap here to enter text.

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

\_\_\_\_\_ **Yes**                        X   **No**

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

Click or tap here to enter text.

## 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.).**

The Fisher family business was first incorporated in 1957. By 1977, the sole business was the construction and installation of tracks and tennis courts. Due to age and retirement of some family members, the company in 1999 (at the time known as Atlas Tracks) was split in to two separate businesses. Atlas Tracks retained the original name and works primarily on the West Coast and South America. Sam Fisher took over the Rocky Mountains East, Mexico and the Caribbean and incorporated the new company under the name of Fisher Tracks, Inc in 1999.

**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).**

Fisher Tracks employs (4) Certified Track Builders as recognized by the American Sports Builders Association (ASBA). This is a three - year designation. In order to maintain this certification a builder must not only demonstrate a proficiency in the knowledge of his or her craft but also obtain continuing education credits. Part of the continuing education credit involves attendance at the American Sports Builders Technical meetings. This keeps a builder up to date on the latest technologies, products, best construction practices, and any rule changes by the applicable governing bodies. At the present there are only 43 Certified Track Builders in the country.



Jordan Fisher (Certified Track Builder) currently serves on the ASBA Board of Directors and is the current Track Division President. As Division President, Jordan plays an active role in ASBA's annual meeting with the governing bodies of USATF, NCAA, AND HFHS. Likewise, Darin Olofson and Josh Musser, both whom are (Certified Track Builders) actively involved in the association. Both have actively participated in facilitating the topics, presentations and drawings for our annual Technical Meeting and manuals.

Fisher Tracks Industry involvement, certifications, and continuing education assures an owner the highest quality track surface available. We utilize the latest technology and modern construction practices as dictated by the applicable governing bodies.

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

The track surfaced is a 15-20 plus year investment for a school district. Depending upon the system, the track surface may only need maintenance once or twice during its life cycle. Therefore we communicate with owners about the history, lifecycle, and age of their facility in order that they must see the full return on their investments. By doing so we are able to maintain a majority of our original installations for our clients.

Fisher Tracks does not employ any commissioned sales people. A quality installation, satisfied customer, and word of mouth are our best sales tools. With that being said, the average tenure of an administrator is only a few years. We have worked with multiple administrators over the years where we have been fortunate enough to install track surfaces for them at more than one school district.

**4. Describe the number of agencies to which your organization, on average, provides athletic surfaces and installation services.**

Fisher Tracks completed twenty-two projects through the CPC within the tri-state region over the past three years. This does not count the numerous other projects in the region that did not take advantage of the cooperative purchasing.

**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	98
Non-profits - 501(c)(3)	
Higher education	2

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

Each and every project is unique. Our team of Certified Track Builders will work with the owner's representatives to assess and evaluate their immediate and long-term needs. We are not commissioned sales people. We will insure that "best built" practices are utilized including safety zones and all applicable governing body regulations. All the while touting the benefits and cost savings of Cooperative Purchasing.

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

N/A

**Provide three (3) references. The references must have purchased products/services you are submitting in your response within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email is 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	Crookston High School – Crookston, MN
Service/Product Purchased	FT 10K / Stobitan SC (Blue)
Year of Purchase	2024
Reference Contact	Nathan Lubarski, Athletic Director
Phone	218-289-5156
Email	natelubarski@isd593.org

Reference #2 – Company Name	Proctor High School – Proctor, MN
Service/Product Purchased	5K / Stobitan Base (Black)
Year of Purchase	2024
Reference Contact	Steve Anderson, Business Manager
Phone	218-520-3216

Phone  
Email

218-520-3216  
sanderson@proctor.k12.mn.us

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

Maple Grove Senior High School – Maple Grove, MN  
Structural Spray (Red)  
2024  
Colin O'Brian, Head of Facilities  
982-201-7753  
obrienc@district279.org

## Performance & Capability

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

Fisher Tracks, Inc. has been a long-time member of the Cooperative Purchasing Connection Cooperative. As such, we wish to continue to be able to promote and offer the benefits of cooperative purchasing within the tri-state area.

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

The construction of tracks and specifically track surfaces is a craft. Each one is different from the other. Tracks do not even have to be the same size or shape; they just simply need to be 400 meters on an imaginary path of travel called the measure line. CPC's frequently receive inquiries on building tracks and/or other track information and we work hand-in-hand with such as to supply the requested information. Most often that inquiry is referred on to us which we are very prompt in responding to and answering any questions or concerns.

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

No exclusions

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

Fisher Tracks employs (4) Certified Track Builders as recognized by the American Sports Builders Association (ASBA). This is a three year designation. In order to maintain this certification a builder must not only demonstrate a proficiency in the knowledge of his or her craft but also obtain continuing education credits. Part of the continuing education credit involves attendance at the American Sports Builders Technical meetings. This keeps a builder up to date on the latest technologies, products, best construction practices, and any rule changes by the applicable governing bodies. At the present there are only 43 Certified Track Builders in the country.

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Fisher Tracks Industry involvement, certifications, and continuing education assures an owner the highest quality track surface available. We utilize the latest technology and modern construction practices as dictated by the applicable governing bodies.

### 5. Describe the ordering process. If orders are to be handled by distributors, dealers or others, explain the respective roles of your company (as the proposer) and others.

Orders can be processed based off of a signed bid proposal, purchase order or contract.

Standard materials typically take 10 business days lead time prior to delivery.

All deliveries are scheduled such that Fisher Tracks personnel will be on site to offload and handle the materials. No minimum order required



Track surfacing is outdoor, seasonal construction that is weather sensitive. In the tri state region we are typically looking at an installation season of May through September or sometimes October. New asphalt / concrete needs a minimum cure time of 30 days prior to be surfaced. Other projects are scheduled based upon the order in which we are given the notice to proceed.

**6. Describe your company's assessment, preparation, installation, and cleaning processes. Describe how you communicate with a participating agency during these phases.**

Once paved all asphalt and concrete paving is inspected by Fisher Tracks personnel in order to make sure that it meets the tolerances of the applicable governing body. We also field verify that everything has been paved dimensionally correct and that the field events have been installed. A field report is then given to the owner's representatives and the installation can then be scheduled based on the owner's schedule.

Once on site the installing foreman and installation crew will lay out, prep the jobsite and install the surface accordingly. During this process we will keep the client apprised of our progress on a regular basis. Upon completion the jobsite will be picked up in a neat orderly manner and any trash will be properly disposed of. The installing foreman will then do a final walk through with the owner's representative.

**7. Describe the duties of your company's installation teams and project roles. Describe any certifications and/or trainings your installation teams/personnel possess and adhere to.**

Fisher Tracks has (4) Certified Track Builders (CTB) on staff, as certified by the American Sports Builders Association (ASBA). In order to become a CTB an individual must have multiple years within the industry and pass a rigorous testing process. The CTB is a three-year designation and can only be renewed through ASBA's continuing education credits at the technical meetings and or by retesting. At present there are only forty-three CTB's in the country.

Most of our foreman have at least twenty years of track installation experience. Our Foreman often attend the American Sports Builders Association regional meetings which tend to be geared toward enhancing the knowledge base of the installers in the field. In addition, our crews receive in the field, on site, hands on training from our material suppliers with any new technologies.

At least one, if not multiple CTB's will be assigned to each and every project. The CTB will plan and coordinate with the installing foreman to help facilitate a quality installation. The foreman are each given a very detailed work order that is job specific. This work order contains pre-installation and installation details as well as a final completion checklist. This assure that each project is constructed the best "as built" practices of the industry.

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

One hundred percent fill rate. Timelines are subject to completion and cure time of the asphalt base and or artificial turf installations and school activities depending upon the time of the year.

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

Our officed hours are: Monday – Friday 8:00am to 4:30 (CST). We are available by cell phone, land line and email.

**10. 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.**

As we have now been in cooperative purchasing for over 14 years, we are well versed in the nuances of accounting, sales and customer service for such. Should there be any procedural changes this is something that can be shared and discussed at our weekly team meetings.

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

Given that the media and advertising has gone digital, Fisher Tracks no longer does a lot in the way of print advertising. We have hired and SEO service to help keep our web up to date and in front of customers for greater on-line visibility. In addition,

we have a link to the CPC on our website under our Cooperative purchasing page. In turn we are hoping our increased online visibility not only drives business towards Fisher Tracks, but creates additional awareness about the CPC.

In addition we will continue to attend multiple tradeshow within the tristate area. We actively promote the CPC at all the tradeshow with stand alone posted signage at our display booths, handouts, and brochures. These trade shows not only provide a face to face opportunity to speak with prospective clients to both owner's and designers through verbal communication and posted signage on our display booth(s).

The CPC information will be sent out with all letters and postcards to our existing, potential and future clients.

Fisher Tracks maintains multiple full color, camera ready electronics advertisements. We can typically generate or have generated something within a custom format within a few days.

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

We employ an SEO service to monitor our website and keep it relevant. We are currently discussing adventing a regular blog post as well as creating a social media footprint for Fisher Tracks. We are also exploring the option of geo-fencing and other such options at the various trade shows.

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

Fisher Tracks feels that the role of the CPC is to help market cooperative purchasing and cooperative vendors and serve as a customer service liaison should an owner have any questions.

**14. Describe your company's contract implementation or customer transition plan.**

Once a contract has been received by Fisher Tracks, it goes on a master schedule. This master schedule is discussed and updated weekly throughout the installation season pending the readiness and availability of the project. This allows the company as a whole to track the progress and completion in a timely manner regardless of who may or may not be in the office on any give day.

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

Punch - out and CXML marketplace systems are nothing new for Fisher Tracks. This is something the industry has been moving towards for a long time, especially on larger scale projects that may involve an entirely new school facility.

**16. Provide any additional information relevant to this section.**

Fisher Tracks strives to remail current within the rapidly evolving marketplace. Be it through the adoption of new software or technology or marketing trends.

**Products, Service & Pricing**

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

**Poly Mat 5k:** Polyurethane base mat system  
**Stobitan Base:** Polyurethane base mat system

**Polyurethane structural spray wearing course:** The wearing course of the base mat system and often applied as a maintenance item.

**Poly Mat SS 10K:** Polyurethane base mat with a structural spray wearing course

**Stobitan SC:** Polyurethane base mat with structural spray wearing course  
*World Athletics Certified System (Formerly Known as IAAF)*

<b>Poly Mat ISS 15k:</b>	Sealed polyurethane base with a structural spray wearing course Impermeable System
<b>Stobitan SSC:</b>	Sealed polyurethane base mat with a structural spray wearing course Impermeable System <i>World Athletics Certified System (Formerly known as the IAAF)</i>
<b>Poly Mat SW 20K:</b>	Polyurethane base mat sandwich system Impermeable System
<b>Stobitan SW:</b>	Polyurethane base mat sandwich system Impermeable System <i>World Athletics Certified System (Formerly known as the IAAF)</i>
<b>Stobitan:</b>	Full pour polyurethane track surfacing system Impermeable System <i>World Athletics Certified System (Formerly known as the IAAF)</i>
<b>Stobitan / Stobitan SW Retopping:</b>	Maintenance retopping application for a polyurethane sandwich system of full pour polyurethane track surface.
<b>Colored Exchange Zones:</b>	Full depth colored structural spray application or embedded (Sandwich or full pour system) colored exchange zones. This is not a spray paint application.

Fisher Tracks is a single source of responsibility, one stop shop for all an owner's track surfacing needs. We do everything from working with an owner on a new project from the ground up to maintenance, repair and relining of an existing track surface.

## 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

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**  
Click or tap here to enter text.

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

Every project has a cost sheet filled out prior to the submission of a quote. This verifies we are within the CPC pricing structure. In addition, participating agencies have access to the master price contract so they are aware of the unit prices, including applicable discounts.

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

No minimum order requirements. However, the greater the square yardage or square footage of a project the greater the economy of scale. Therefore, the unit prices may reduce slightly as the yardage increases.

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

Standard industry five-year warranty on materials and workmanship. This is a non-prorated warranty and there is no charge.

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



Returns and re-stocking fees are not applicable with track surfacing products.

**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.**

Payment can be made by check or ACH transfer at no charge. Payment terms are typically net 30 days.

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

Standard yearly inflation in freight and labor costs are to be expected. The rubber and binders used in track surfacing are petroleum based and tend to be relatively stable. However, unforeseen geo political factors have the potential to cause shortages or price spikes.

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

Any future product introductions or services will first be ran through the CPC for approval and will align with applicable contract unit prices.

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

Every project has a cost work sheet filled out prior to the submission of prices. This verified we are within the CPC pricing structure. Each job is then costed upon the completion of the work as a cross reference check.

All cooperative purchasing contracts are specially color-coded on our work of the books. This makes it easy for the account managers and all personnel to verify and cross check that a project is recorded correctly

In addition a site visit is made to every facility.

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

N/A

## 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.**

Fisher Tracks is the "Contractor of Choice" for the construction of synthetic running tracks. We provide the industry's highest quality of workmanship. The most cooperative and knowledgeable people to work with and the most reliable products and dependable service in the industry. We have the ability to take your project from the "starting line to the finish line" as turnkey project; meeting a variety of price points and unique needs. This is our standard customer promise regardless of whether or not cooperative purchasing is utilized.

## Exceptions & Deviations

**Our company is requesting an Exception and/or Deviation to the RFP documents.**

\_\_\_\_\_ Yes        x   No

If YES, complete the questions below:

**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**

N/A

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – State Business/Contractor’s License**

Submit for each state in which your company plans to conduct business.

**2. Exhibit B – List of Manufacturer Authorized Dealers/Installers\***

If applicable to your business model, submit a listing of Authorized Dealers/Installers for the areas in which your company plans to conduct business. Information on the list shall include:

- Authorized Dealer/Installer’s Company Name
- Authorized Representative
- Address, city, state, zip
- Phone number
- Email address

*\*This is a requirement if a manufacturer/distributor is submitting a response directly to this solicitation. It is not required if you are a Dealer responding to the solicitation. (If you are a Dealer and use subcontractors, the “Subcontractor Form” found in “Part 4 – Forms & Signatures” package must be completed.)*

**3. Exhibit C – Authorization to Act as a Distributor**

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

## Forms & Signatures

### RFP #25.10 Athletic Surfaces: Tracks & Courts

#### **Instructions**

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

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***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:**

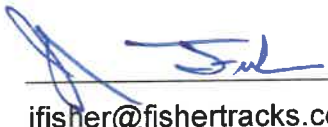
1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## 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	Fisher Tracks, Inc.	Date	01/27/2025
Address	1192 235th St	City, State, Zip	Boone, IA 50036
Contact Person	Jordan Fisher	Title	Operations Manager & CTB
Authorized Signature		Title	Operations Manager & CTB
Email	jfisher@fishertracks.com	Phone	515-432-3191 x 12

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



## EDGAR Certification Form

### 2 CRF Part 200

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

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

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

##### **(A) 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 participating 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 performed 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 determination 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.

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### **PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the 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.

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### **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 certifies 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 matters are closed.

---

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

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the 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 Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

---

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

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 with 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.**

Business Name Fisher Tracks, Inc.

Authorized  
Signature



Full Name Jordan Fisher

Title Operations Manager & CTB



## Subcontractor Utilization Form

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

Solicitation Name: Athletic Surfaces: Tracks & Courts  
Solicitation Number: RFP #25.10  
Supplier Name: Fisher Tracks, Inc

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

Company Name: MGL Striping  
Street Address: 8 Toma Vista Dr  
City, State, Zip: Los Lunas, NM 87031  
Telephone: 505-814-4290  
Primary Contact: Miguel Garcia  
Email Address of Contact: miguel@mglstriping.com  
Services to be provided:

Tracks Striping , Track Certification

Company Name: Athletic Marking Co  
Street Address: 121 Sheperd Way  
City, State, Zip: Newman, GA 30265  
Telephone: 770-356-2446  
Primary Contact: John Wettstein  
Email Address of Contact: wettsteinj@mindspring.com  
Services to be provided:

Track Striping, Track Certification

Company Name: Stripe Plus LLC  
Street Address: 8 Toma Vista Dr  
City, State, Zip: Los Lunas, NM 87031  
Telephone: 505-267-8656  
Primary Contact: Mike Garcia  
Email Address of Contact: mike@stripeplusllc.com  
Services to be provided:

Track Striping, Track Certification



## Exhibit A



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)



# State of Minnesota

## SECRETARY OF STATE

### Certificate of Reinstatement

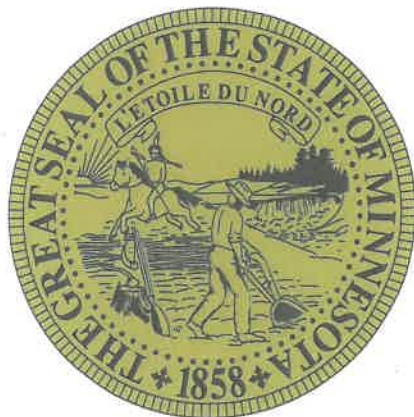
I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The corporation listed below has filed an application for reinstatement on this date; that the corporation is hereby reinstated as of this date and is authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions set forth in Minnesota Statutes, Chapter 303.

Name of Corporation in Minnesota: Fisher Tracks, Inc.

Corporate Charter Number: 97724

Date of Reinstatement: 05/03/2006

This certificate has been issued on 05/03/2006.



*Mary Kiffmeyer*  
Secretary of State.

# MINNESOTA Department of Revenue

## Registration Services

Mail Station 4410

Phone: (651) 282-5225

(800) 657-3605

Minnesota Relay Service

St. Paul, MN 55146-4410

Fax: (651) 297-2265

TDD: (651) 297-2196

(800) 627-3529

FISHER TRACKS INC  
1192 235TH ST  
BOONE, IA 50036-7121

July 26, 1999

This letter confirms that your business is registered with the State of Minnesota, Department of Revenue, and has been assigned a Minnesota Tax Identification Number.

**Please keep this letter as proof of registration.**

The number assigned to your business is 4429827.

Your business has been activated for the following tax(es):

Tax Type	Effective Date	Filing Cycle
Withholding Tax	Apr 1 1999	Quarterly
Use Tax	Apr 1 1999	Annually

If sales tax is listed above, this letter constitutes your permit to make taxable sales. If sales tax is not listed above, this is not a sales tax permit, and you are not authorized to make taxable sales.

**Tax permits are not required to be displayed.**

If withholding tax is listed you will receive a book of customized forms in four to six weeks. Start using the customized forms instead of the blank forms as soon as you receive them. Keep the instructions and tables as you will need them throughout the year.

The Department of Revenue provides information and services to help you comply with the tax laws. If you have questions about how to comply or if information about your business changes, please let us know. We can be reached at (651) 282-5225, toll free 1-800-657-3605 or you can stop by any of our offices. We are open Monday through Friday from 7:30 a.m. to 4:30 p.m.



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 37265

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FISHER TRACKS, INC.** whose address is in BOONE, IA, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**FISHER TRACKS, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 15, 2025

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe  
Secretary of State

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

ORGANIZATIONAL ID #: FB035100

I, **Jason M. Gant**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **FISHER TRACKS, INC. (IA)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this April 21, 2011.



Jason M. Gant  
Secretary of State

Cert of Authority Merge

ISSUE DATE: 05/24/05

EXPIRATION DATE: NONE

LOCATION: 1192 235TH ST  
BOONE IA 50036-7121  
USA

LICENSE: 73-001-421487005E-ET-001 Contractor Excise Tax

FISHER TRACKS INC  
1192 235TH ST  
BOONE IA 50036-7121  
USA

NON-TRANSFERABLE



This license entitles the business or person to whom it is issued to transact whatever business or activity is specified on this license until it expires or is cancelled.

A handwritten signature in dark ink, appearing to read "Gary R. Viken".

Gary R. Viken

Secretary of Revenue & Regulation





Exhibit B – List of Manufacturer Authorized Dealers/Installers

Exhibit C – Authorization of Act as a Distributor

Fisher Tracks does not use any dealers or distributors. Nor do we subcontract any portion of the track surfacing installation. This way the owner is assured of a single source of responsibility.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

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).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> Andrew DeGroote <b>PHONE (A/C, No, Ext):</b> 515-223-6840 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> adegroote@holmesmurphy.com												
<b>INSURED</b> Fisher Tracks, Inc. 1192 235th St Boone, IA 50036	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> Phoenix Insurance Company</td><td><b>NAIC #</b> 25623</td></tr><tr><td><b>INSURER B:</b> Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td><b>INSURER C:</b> Travelers Property Casualty Co. America</td><td>25674</td></tr><tr><td><b>INSURER D:</b> Travelers Casualty &amp; Surety Company</td><td>19038</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Phoenix Insurance Company	<b>NAIC #</b> 25623	<b>INSURER B:</b> Travelers Indemnity Co of America	25666	<b>INSURER C:</b> Travelers Property Casualty Co. America	25674	<b>INSURER D:</b> Travelers Casualty & Surety Company	19038	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**

CERTIFICATE NUMBER: 674042467

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CO4G70990A	12/1/2024	12/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 2.5K Ded Col <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 2.5 Ded Comp		8101L155172	12/1/2024	12/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CUP3K346517	12/1/2024	12/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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	\$																			
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		UB1L421350	12/1/2024	12/1/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

To Whom it May Concern

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kari Coolidge*

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

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<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT</b> NAME: Andrew DeGroot PHONE (A/C, No, Ext): 515-223-6840 E-MAIL ADDRESS: adegroote@holmesmurphy.com	<b>FAX</b> (A/C, No):
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**COVERAGES**

CERTIFICATE NUMBER: 617237064

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO4G70990A	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	UB1L421350	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Cooperative Purchasing Connection  
1001 E Mount Faith  
Fergus Falls MN 56537

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## Additional Information



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Sam Fisher**

*The Designation*

**CERTIFIED TRACK BUILDER**



FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF RUNNING TRACK CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 31st day of December, 2024

Certification expires: December 31st, 2027

A handwritten signature in black ink, appearing to be "J. R.", written over a horizontal line.

Executive Director

A handwritten signature in black ink, appearing to be "Sam Fisher", written over a horizontal line.

Certification Chairman



# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

***Jordan Fisher, CTB***

*The Designation*

## **CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS  
OF RUNNING TRACK CONSTRUCTION AND FOR HAVING  
SUCCESSFULLY FULFILLED THE CONDITIONS OF  
ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

*In witness whereof we have set our hands on*

this 31st day of December, 2022

Certification expires: December 31, 2025

  
Executive Director

  
Certification Chairman





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

***Darin Olofson, CTB***

***The Designation***

**CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS  
OF RUNNING TRACK CONSTRUCTION AND FOR HAVING  
SUCCESSFULLY FULFILLED THE CONDITIONS OF  
ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

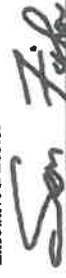
*In witness whereof we have set our hands on*

this 31st day of December, 2022

Certification expires: December 31, 2025



Executive Director



Certification Chairman





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

***Josh Musser, CTB***

*The Designation*

## CERTIFIED TRACK BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS  
OF RUNNING TRACK CONSTRUCTION AND FOR HAVING  
SUCCESSFULLY FULFILLED THE CONDITIONS OF  
ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

*In witness whereof we have set our hands on*

this 2nd day of March, 2023

Certification expires: December 31, 2026

A handwritten signature in black ink, appearing to be "D. R.", written over a horizontal line.

Executive Director

A handwritten signature in black ink, appearing to be "Sam Fisher", written over a horizontal line.

Certification Chairman







# *Certificate of Membership*

*This is to certify that*

**Fisher Tracks, Inc.**

**Is a Member of the Builder Division  
of the**

***American Sports Builders Association***

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*

*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on June 1, 1999*



*Henry S. [Signature]*

Secretary

*[Signature]*

Chairman





[www.fishertracks.com](http://www.fishertracks.com) • 800.432.3191



# Why Fisher Tracks?

- Over 50 years family-owned and operated
- Over 35 American Sports Builders Association Outstanding Facilities of the Year awards, including the Distinguished Outdoor Track Facility
- Active member of the American Sports Builders Association, ensuring best built practices, while keeping current on all governing body rules changes
- Three Certified Track Builders on staff with multiple installation crews to assure the timely completion of your project
- A proud partner with STOCKMEIER Urethanes, one of the world's premier polyurethane manufacturers developing leading-edge solutions
- The ability to take your project from the "starting line to the finish line" as a turnkey project; meeting a variety of price points and unique needs
- Sam Fisher is the recipient of the distinguished Industry Merit Award as presented by the American Sports Builders Association (ASBA). The Industry Merit Award is presented to an individual who has made an outstanding contribution to ASBA and the industry.

**EXPERIENCE THAT CAN BE TRUSTED**



# WHY USE A CERTIFIED TRACK BUILDER (CTB)

"The Certified Track Builder (CTB) program was developed by the American Sports Builders Association (ASBA) to establish consistent, high-level, professional standards and to improve the practice of track construction."

Candidates for certification must pass a comprehensive examination on track construction and maintenance, as well as fulfill a set of prescribed standards for experience that demonstrates a high level of knowledge in track construction.

---

## THE PRINCIPLES OF CERTIFICATION FOR TRACK BUILDERS:

- Assisting the general public in evaluating the experience and expertise of builders
  - Recognizing those professional track builders that have met a designated level of experience and demonstrated a standard knowledge
  - Providing a means of identifying professionals who have met a standard of achievement
  - Raising professional standards and improving the practice of track construction
- 

The certification is valid for three years and CTB's may recertify either through re-examination or via continuing education points and eligibility attained through demonstrating relevant work over the previous three years. Continuing education points are earned through attending technical seminars, authoring papers, participating in research, and other ASBA related activities.



For more information on the CTB program and a list of current Certified Track Builders, visit

[www.sportsbuilders.org](http://www.sportsbuilders.org)

**SAM FISHER**  
Certified Track Builder



**JORDAN FISHER**  
Certified Track Builder



**DARIN OLOFSON**  
Certified Track Builder





EXPERIENCE THAT CAN BE TRUSTED



# COOPERATIVE PURCHASING

## WHY UTILIZE COOPERATIVE PURCHASING

- Allows cooperative members to leverage purchasing power and volume discounts
- Contractors are pre-vetted prior to eligibility of a contract award
- The owner is in control of product and contractor selection
- Contracts are competitively bid and satisfy local & state bidding requirements
- Eliminates time-consuming bids and multiple quotes, allowing for a fast-tracked project
- Creates a fast, easy, and convenient process

**Contact Fisher Tracks today regarding the availability of Cooperative Purchasing in your area!**





## POLYURETHANE TRACK SURFACES

Fisher Tracks is a proud partner with STOCKMEIER Urethanes. We utilize their polyurethane binders in all of our Fisher Tracks' systems. We also install STOCKMEIER Urethanes' World Athletics approved Stobitan® systems. Please see the information below to learn more about the systems Fisher Tracks installs. Please note, the Fisher Tracks' running track systems equate to the Stobitan® running track systems in corresponding order. **Example:** The FT Poly Mat 5k corresponds with the Stobitan® Base and so on. Finally, the FT 25k will correspond with the Stobitan® Full Pour.

### FISHER TRACKS RUNNING TRACK SYSTEMS

Fisher Tracks is a family-owned business that has been creating and installing sports surfaces for over 50 years. We are dedicated to providing our customers with integrated solutions for their athletic track needs. Our running tracks include:

- A variety of systems to fit your price point and needs
- Durable, spike-resistant surfaces
- Variety of colors available in addition to what is shown



### STOBITAN® RUNNING TRACK SYSTEMS

Stobitan® running track systems have been installed worldwide since 1991. These systems offer secure running grip, optimum fall protection and elasticity that promotes speed. From high school training to world-class competitions—Stobitan® surfaces provide ideal properties to exceed your expectations.

- Superior wear resistance
- High energy return
- Safety and longevity for athletes
- Optimal mechanical properties



#### FT POLY MAT 5K

- Black SBR or EPDM rubber
- Permeable

*Initial Low-Cost Polyurethane Base Mat Application*



#### FT POLY MAT 10K

- Colored structural spray wearing course
- Complete competition system
- Variety of colors
- Permeable

*Long-Term Affordable High-Performance Polyurethane Base Mat and Spray Coat System*



#### FT POLY MAT 15K

- Squeegee-applied colored sealer
- Colored structural spray wearing course
- Variety of colors
- Impermeable system

*Polyurethane Sealed Base Mat Structural Spray System*



#### FT POLY MAT 20K

- Sealed, finished with wearing course of specially-formulated, two-component polyurethane
- Variety of colors
- Impermeable system

*Polyurethane Base Mat Sandwich System*



#### FT 25K

- Full depth, two-component polyurethane system
- Variety of colors
- Impermeable system

*Polyurethane Full Pour Surface*



#### STOBITAN® BASE

- Permeable
- Black

*Entry-Level Track System*



#### STOBITAN® SC

- Permeable
- Brilliant color options available upon request
- Meets the standards of World Athletics and EN 14877

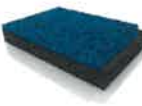
*Base Mat and Spray Coat System*



#### STOBITAN® SSC

- Impermeable
- Brilliant color options available upon request
- Meets the standards of World Athletics

*Sealed Base Mat and Spray Coat System*



#### STOBITAN® SW

- Impermeable
- Brilliant color options available upon request
- Meets the standards of World Athletics and EN 14877

*Sandwich System*



#### STOBITAN® FULL POUR

- Impermeable
- Brilliant color options available upon request
- Meets the standards of World Athletics and EN 14877

*Full Pour System*





# MISSION STATEMENT

Fisher Tracks, Inc. is the “Contractor of Choice”  
for the construction of synthetic running tracks.

***We will provide:***

The industry's highest quality of workmanship

The most cooperative and knowledgeable people to work with

The most reliable products and dependable service in the industry



We've been doing this for over 50 years.  
Trust our experience.

**LET FISHER TRACKS  
BRING YOUR  
PROJECT...  
ACROSS  
THE  
FINISH  
LINE!**

800.432.3191  
515.432.3191

1192 235th Street  
Boone, Iowa 50036

info@fishertracks.com  
www.fishertracks.com







## CONTRACT #21.14 - FTI

Fisher Tracks offers participating agencies a turnkey solution including all equipment, materials, supplies and installation services for an athletic running track surface.

## MEMBER BENEFITS

Members receive exclusive Cooperative Purchasing Connection pricing from a qualified, vetted contractor. This contract meets state competitive solicitation requirements so there is no need to bid on your own.

## ACCOUNT TEAM CONTACT

Darin Olofson, Track Consultant | 515-432-3191 ext. 16 | Cell 515-451-5419 | [dolofson@fishertracks.com](mailto:dolofson@fishertracks.com)

Jordan Fisher, Operations Manager | 515-432-3191 ext. 12 | Cell 515-451-5444 | [jfisher@fishertracks.com](mailto:jfisher@fishertracks.com)

## HOW TO ORDER

Contact any of the sales representatives listed above to begin the process.



## Overview

Fisher Tracks, Inc. is the contractor of choice for the construction of synthetic running tracks. We will provide: the industry's highest quality of workmanship; the most cooperative and knowledgeable people to work with; the most reliable products and dependable service in the industry.

## COOPERATIVE PURCHASING CONNECTION

### Eligibility

Local government, schools and nonprofits are eligible for the value and cost savings provided through this partnership.

### Convenient, Competitive, Cooperative

Requests for Proposal (RFP), conducted by CPC, satisfy the competitive solicitation process in Minnesota, South Dakota and North Dakota.

- Minnesota statute §123A.21 and 471.345 subdivision 15
- North Dakota statute §54-40.3 of the North Dakota Century Code
- South Dakota statute §5-18A-37



## NORTH DAKOTA EDUCATORS SERVICE COOPERATIVE

NDESC works in conjunction with the Cooperative Purchasing Connection (CPC) to solicit vendors through a formal Request for Proposal (RFP).

**For more information**

**Call: 1-866-337-2005 | Email: [info@purchasingconnection.org](mailto:info@purchasingconnection.org) | Website: [ndesc.org](http://ndesc.org)**



## CONTRACT #21.14 - FTI

Fisher Tracks offers participating agencies a turnkey solution including all equipment, materials, supplies and installation services for an athletic running track surface.

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Darin Olofson, Track Consultant | 515-432-3191 ext. 16 | Cell 515-451-5419 | [dolofson@fishertracks.com](mailto:dolofson@fishertracks.com)  
Jordan Fisher, Operations Manager | 515-432-3191 ext. 12 | Cell 515-451-5444 | [jfisher@fishertracks.com](mailto:jfisher@fishertracks.com)

## HOW TO ORDER

Contact any of the sales representatives listed above to begin the process.



## Overview

Fisher Tracks, Inc. is the contractor of choice for the construction of synthetic running tracks. We will provide: the industry's highest quality of workmanship; the most cooperative and knowledgeable people to work with; the most reliable products and dependable service in the industry.

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### Convenient, Competitive, Cooperative

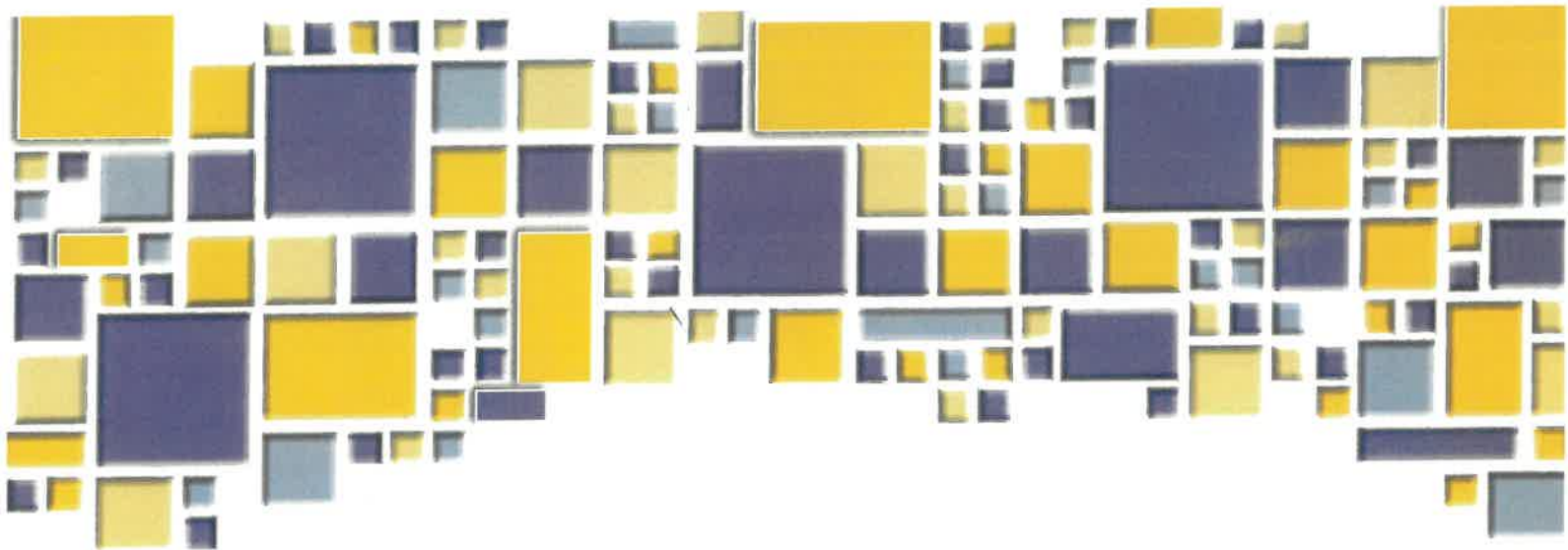
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- Minnesota statute §123A.21 and 471.345 subdivision 15
- North Dakota statute §54-40.3 of the North Dakota Century Code
- South Dakota statute §5-18A-37

### For more information

Call: 1-888-739-3289 | Email: [info@purchasingconnection.org](mailto:info@purchasingconnection.org) | Website: [purchasingconnection.org](http://purchasingconnection.org)





# PARTNERED VENDOR

COOPERATIVE

*Purchasing*

CONNECTION

[purchasingconnection.org](http://purchasingconnection.org)  
1-888-739-3289

COOPERATIVE  
*Purchasing*  
CONNECTION

**PARTNERED  
VENDOR**



[purchasingconnection.org](http://purchasingconnection.org)





# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Fisher Tracks, Inc.**

**1192 235th Street  
Boone, IA 50036**

### OWNER:

(Name, legal status and address)

**Cooperative Purchasing Connection  
1001 E Mount Faith Ave.  
Fergus Falls, MN 56537**

**BOND AMOUNT: Five Thousand and No/100 Dollars (\$5,000.00)**

### SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company  
P. O. Box 5001  
Westfield Center, OH 44251**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

**RFP #25.10 - Athletic Surfaces: Tracks & Courts, Cooperative Purchasing Connection, MN**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **13th** day of **January, 2025**

  
(Witness)

  
(Witness) **Michelle Morrison**

**Fisher Tracks, Inc.**

(Principal)

  
(Title)

**Westfield Insurance Company**

(Surety)

  
(Title) **Jesse Allen, Attorney-in-Fact**

(Seal)

(Seal)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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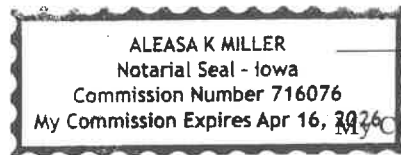
## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Iowa

COUNTY OF Boone

On this 15<sup>th</sup> day of January, in the year 2025, before me personally appeared Sam Fisher,  
President of  
Fisher Tracks, Inc., known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Aleasa K Miller, Notary Public  
My Commission Expires: 4-16-26

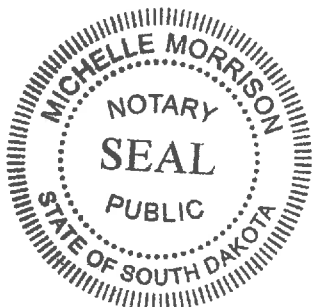
## ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota

COUNTY OF Lincoln

On this 13th day of January, in the year 2025, before me personally come(s)  
Jessie Allen, Attorney-in-Fact of  
Westfield Insurance Company, with whom  
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of  
Westfield Insurance Company, the company described in and  
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal  
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of  
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Michelle Morrison, Notary Public

My Commission Expires: 03/01/2029

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/23/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4058702 01

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**GREG KRIER, GRACE RASMUSSEN, JESSIE ALLEN, JOINTLY OR SEVERALLY**

of **WAUKEE** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **23rd** day of **SEPTEMBER A.D., 2024**.

Corporate  
Seals  
Affixed



State of Ohio  
County of Medina

ss.:

WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

**Gary W. Stumper, National Surety Leader and Senior Executive**

On this **23rd** day of **SEPTEMBER A.D., 2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina

ss.:

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **13th** day of **January A.D., 2025**.



**Frank A. Carrino, Secretary**



DATE: January 21, 2025

TO: Cooperative Purchasing Connection

FROM: Fisher Tracks, Inc.

RE: Financial Statement

Fisher Tracks Inc. has been in business under the present name since 1999. We have been under the continuous ownership of the Fisher family for over 60 years as Atlas Tracks and Fisher Tracks. Because of our size and our geography, we opted to split into two companies at the beginning of 1999 with Atlas Tracks taking the West Coast and South America and Fisher Tracks taking the rest of the United States and the Caribbean. Our primary and, really, only business is the manufacture and installation of synthetic running surfaces.

The President of Fisher Tracks is Sam Fisher. Fisher Tracks is incorporated in the State of Iowa. Sam Fisher is a Certified Track Builder of which there are just over 40 across the United States. He is also the past President of the Track Division as well as the past Chairman of American Sport Builders. We have three additional employees that are Certified Track Builders (CTB) with a combined 49 years in the business.

We have completed work in 25 different states last year alone. We operate 6 installation crews during the season and installed over 121 projects again last year. Since 2011, we have received over 42 facility of the year awards from American Sports Builder Association; more than any other company.

We use no subcontractors in the installation of the synthetic track surface. The installation is all done by our own crew people, thereby insuring a single source of responsibility. Our employees, for the most part, are long-term employees because they are well paid and paid on a timely fashion. Of course, all payroll taxes and fringe benefits are paid to date including the retirement plan.

Our bonding company is Westfield Insurance Company, which has an AM Best Rating of A. Their financial size category is XV, which is surplus greater than \$2,000,000,000. Our agent is Brian Deimerly, AFSB, an Account Executive with Holmes, Murphy & Associates of Wauke, Iowa (phone #800-247-7756). We have never been denied a bond based on capacity, even at our busiest time of the year. We have never been denied a single bond on any project tackled. We do a fair amount of work from the ground up on a design/build basis.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)



Our current EMR is 1.63. We have an excellent Worker's Compensation record as well as bonding record (which allows us the lowest bonding rate available per thousand); we enjoy the ability to bid very competitively.

Our bank is Northwest Bank, 100 S 16<sup>th</sup> St., Ames, IA 50010. Our contact is Douglas Ragaller (515-231-6590). Our current line of credit is more than adequate to support us through the construction season. Schools are always very good at paying, but they are also notoriously slow.

Our accounting firm is Houston & Seeman PC, 724 Story Street Boone, IA 50036. Our accountant is Eric Seeman (515-432-1176). He is available to contact with any questions regarding our financials.

Our total amount of work in progress presently is in the millions. Our total volume each year is obviously substantially more than that. Sam Fisher (President) has been in the track business since 1982. The key office employees each have over 15 years experience. We have key foreman that have been with us for more than 10 and 15 years in most cases and 25 to 30 years in the industry. These are salaried employees with all of the fringe benefits and security of working for a successful company. We have never failed to show a profit in any one year.

This track business is a highly competitive business. Because it is a craft, there is a lot of inquiries and curiosity about other companies with respect to proselytizing key people as well as finding out how they achieve their success, etc. We are very guarded with our dollar amounts and, in fact, really do not advertise even our size with respect to installation crews. I think our bonding capacity as well as size and longevity in the business should more than speak for itself with respect to our strengths. We are very guarded with our size and our financial strength, in part due a litigious and sue happy society. This is standard, common business practice for any private company. We simply do not wish to have our financial and other pertinent dollar figures made part of a public record.

I would be more than happy to meet on site with the owners and any other concerned parties to address any questions or concerns. I would be happy to bring a financial and/or installation list along, but I simply do not want these things made part of a public record that could be accessed by others. The unions, for example, have every right, so they have indicated, to be made privy to any and every document on a public project. It is unfortunate, yet I understand the reason for this request for qualifications. It gives the owner an opportunity to discount an irresponsible bidder. Hopefully we have shown our responsibility and, again, would be happy to address any concerns or questions personally.



THINKING AHEAD

January 17, 2025

Fisher Tracks, Inc.  
1192 235<sup>th</sup> Street  
Boone, IA 50036

To Whom It May Concern:

The purpose of this letter is to verify your Experience Modification Factors promulgated by NCCI for the years shown below:

12/01/2021-12/01/2022:	.75
12/01/2022-12/01/2023:	.76
12/01/2023-12/01/2024:	.86
12/01/2024-12/01/2025	1.63

There was a jump in the Experience Mod for the 2024/2025 Policy term due to two claims, the most significant one arising from an auto accident. Without these two claims the Experience Mod Rating would be .85

If you have any questions, please contact us.

Sincerely,

Andrew DeGroote, CLCS  
Client Service Specialist, PC  
Email: [ADegroote@holmesmurphy.com](mailto:ADegroote@holmesmurphy.com)



THINKING AHEAD

January 17<sup>th</sup>, 2025

Re: **Fisher Tracks, Inc.**  
**Boone, IA**

To Whom It May Concern:

Fisher Tracks, Inc. is a highly regarded and valued client of Holmes, Murphy and Associates, LLC. We have surety credit established with Westfield Insurance Company of Westfield Center, OH who is rated A (Excellent), FSC XV by the A.M Best Company and are listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

The financial and management capabilities of Fisher Tracks, Inc. have allowed them to bond any project they have chosen to undertake, and we have routinely supported individual projects in the \$3,000,000 range with aggregate work programs in excess of \$6,000,000. Larger parameters would certainly be given favorable consideration when supported by positive details. Fisher Tracks, Inc. has an excellent reputation in the construction industry, and we have never had any complaints related to their performance.

In regard to future projects, we anticipate no problem in providing bonds as required. Naturally, the execution of any bonds would be subject to review of the contract terms and conditions by us and our client as well as normal underwriting procedures at the time the bond is required.

If you need any further information concerning this fine contractor, please do not hesitate to contact me.

Sincerely,

Brian M. Deimerly, AFSB  
Client Executive, Surety/Shareholder  
BDeimerly@holmesmurphy.com





**NORTHWEST BANK**

100 S 16<sup>th</sup> Street  
Ames, IA 50010  
PHONE: 515.598.1350  
TOLL FREE: 800.678.4105

WWW.NW.BANK

1/17/025

To Whom It May Concern:

Please accept this letter as confirmation that Fisher Tracks, Inc has a revolving line of credit with a moderate seven figure limit. The line of credit and entire banking relationship is handled as agreed. The line of credit has a zero balance currently outstanding. I have worked with the company, staff and owner for most of the previous 20 years.

Fisher Tracks, Inc is an excellent client. If we can answer any further questions, please contact me at 515.598.1351

Regards:

Doug Ragaller  
Regional President





## **Evaluation Report**

### **RFP #25.10 – Athletic Surfaces: Tracks & Courts**

#### **Description of Solicitation**

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Athletic Surfaces: Tracks and Courts on January 3, 2025. The intent of the solicitation is to secure an experienced Supplier(s) equipped with the necessary resources and capabilities to provide a broad line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks and athletic courts at consortium level discounted pricing.

The solicitation was due on February 3, 2025. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

#### **Summary of Evaluation Activity**

The solicitation was evaluated by Amy Lohse, CPC Procurement Specialist; Melissa Mattson, Director of Administrative Services at Lakes Country Service Cooperative; and Joni Puffett, CPC Procurement Solutions Program Director.

One proposal was received by the submission deadline from Fisher Tracks, Inc. The proposal was reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). The proposal from Fisher Tracks, Inc. was 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 Committee Discussion & Overview**

Upon review of the Supplier's response, evaluators did not require clarifications regarding the Supplier's response.

The evaluation committee agreed on the following:

##### **Fisher Tracks, Inc.**

1. Qualified and experienced, confident in skills, industry knowledge and expertise.
2. Active in the industry, with staff serving on a variety of national and industry related boards; holds high expectations for professional training and certification.
3. Based/warehoused in Iowa meaning product and services are close in proximity to CPC tri-state area; demonstrated capability to serve CPC agencies.
4. Supplier is a manufacturer and installer of their product; as such they are a "single source" for all aspects of a project.

5. Pricing of product and services is similar to current contract (21.14 – FTI).
6. Most of company revenue comes from K12 and higher ed markets; they are familiar with the nuances that come with school district projects.
7. No agencies are excluded from using the contract.
8. There is no minimum order required to receive contract benefits.
9. Relationship focused sales and marketing; digital strategies in addition to attendance at tradeshow.

## Recommendation

After analysis of the Supplier's proposal, it is recommended that a contract be awarded to Fisher Tracks, Inc.

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

DocuSigned by:

*Amy Lohse*

981BDA49D4464EE...

Amy Lohse, CPC Procurement Specialist

DocuSigned by:

*Melissa Mattson*

5B1ADA01B69E48F...

Melissa Mattson, Director of Administrative Services  
Lakes Country Service Cooperative

Signed by:

*Joni Puffett*

BE0ED0E17BEC407

Joni Puffett, CPPB  
Procurement Solutions Program Director

1 Attachment/Exhibit A  
Scoring Spreadsheet

**Exhibit A****RFP #25.10 - Athletic Surfaces - Tracks & Courts****RFP Evaluation; Master Score Sheet**

<b>Criteria</b>	<b>Points</b>
Technical	320
<b>Total Technical Points</b>	<b>320</b>
<b>Pricing</b>	
Pricing Schedule	180
<b>Total Pricing Points</b>	<b>180</b>
<b>Total Score</b>	<b>500</b>

		<b>Fisher Tracks</b>
<b>Criteria</b>	<b>Points</b>	<b>Average Points Awarded</b>
Technical Points	320	310
<b>Total Technical Points</b>	<b>320</b>	<b>310</b>
Proceed to Pricing Evaluation?	Yes/No	Yes
<b>Pricing Proposal</b>		
Pricing Schedule	180	170
<b>Total Pricing Points</b>	<b>180</b>	<b>170</b>
<b>Total Score</b>	<b>500</b>	<b>480</b>

February 13, 2025

Fisher Tracks, Inc.  
Attn: Jordan Fisher  
1192 235th St.  
Boone, IA 50036

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**Award Decision, RFP #25.10 Athletic Surfaces – Tracks & Courts**

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Dear Jordan:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.10 Athletic Surfaces – Tracks & Courts.

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

CPC is pleased to announce that your proposal received the recommendation for award.

This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

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

Regards,

A handwritten signature in cursive script that reads "Joni Puffett".

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Joni Puffett, CPPB | Procurement Solutions Program Director  
Cooperative Purchasing Connection

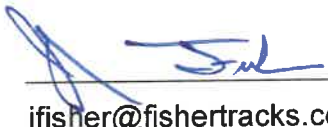


## Contract Offer & Award

**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.

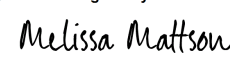
### Part I: Supplier

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>	<u>Fisher Tracks, Inc.</u>	<b>Date</b>	<u>01/27/2025</u>
<b>Address</b>	<u>1192 235th St</u>	<b>City, State, Zip</b>	<u>Boone, IA 50036</u>
<b>Contact Person</b>	<u>Jordan Fisher</u>	<b>Title</b>	<u>Operations Manager &amp; CTB</u>
<b>Authorized Signature</b>		<b>Title</b>	<u>Operations Manager &amp; CTB</u>
<b>Email</b>	<u>jfisher@fishertracks.com</u>	<b>Phone</b>	<u>515-432-3191 x 12</u>

### 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.

<b>Agency</b>	<u>Cooperative Purchasing Connection</u>	<b>Authorized Signature</b>	<div>DocuSigned by:</div>  <div>5B1ADA01B69E48F...</div>
<b>Name</b>	<u>Melissa Mattson</u>	<b>Title</b>	<u>Director of Administrative Services</u>
<b>Awarded this</b>	<u>19th</u> day of <u>February 2025</u>	<b>Contract #</b>	<u>25.10 - FTI</u>
<b>Contract/Agreement to Commence</b>	<u>April 1, 2025</u>		