

## Solicitation Audit Checklist

<b>Proposal:</b>	RFP #25.14 Resinous Concrete Floor Coatings
<b>Awarded Vendor(s):</b>	SwedeBro, Inc.
<b>Award Date:</b>	May 27, 2025
<b>Contract Number:</b>	25.14 - SWB

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
X	12 Copy of Rejection Letter
X	13 Copy of Award Letter(s)
X	14 Copy of Signed Contract(s)

**AFFIDAVIT OF PUBLICATION**


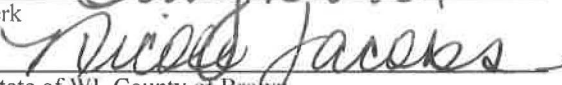
Cooperative Purchase, Lori Mittelstadt  
Lakes Country Service Cooperative  
1001 E Mount Faith AVE  
Fergus Falls MN 56537-2375

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:

04/09/2025, 04/16/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 04/16/2025

  
\_\_\_\_\_  
Legal Clerk  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
8-21-26

My commission expires

Publication Cost:	\$23.52	
Tax Amount:	\$0.00	
Payment Cost:	\$23.52	
Order No:	11198505	# of Copies:
Customer No:	1248830	0
PO#:	LABD0271919	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

NICOLE JACOBS  
Notary Public  
State of Wisconsin

Sealed proposals will be received by the Cooperative Purchasing Connection (C PC) on behalf of its current and potential member agencies for RF P #25.14 Resinous Concrete Floor Coatings.

Solicitation documents may be obtained by registering for free with C PC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on May 13, 2025. Late proposals will not be considered. Published April 9, 16 2025, at the total approximate cost of 23.52 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com)  
LAB D0271919

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Edmar Corachia, 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:**

Apr. 9, 2025, Apr. 16, 2025

**NOTICE ID:** xomUDmbLI7r2c8ITDTZ7

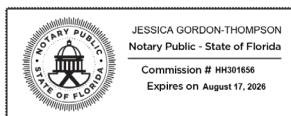
**PUBLISHER ID:** COL-ND-1282

**NOTICE NAME:** RFP 25.14 - Bismarck

**Publication Fee:** \$70.38

**Edmar Corachia**

(Signed)\_\_\_\_\_



### **VERIFICATION**

State of Florida  
County of Orange

Subscribed in my presence and sworn to before me on this: **04/16/2025**

**J. Thompson**

Notary Public

Notarized remotely online using communication technology via Proof.

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Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on May 13, 2025** Late proposals will not be considered.  
4/9, 4/16 - COL-ND-1282





Forum Communications Company

MN Affidavit No. 7JjQSCfP8dNX5qlvQm0W

## AFFIDAVIT OF PUBLICATION

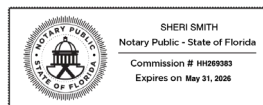
State of Florida, County of Broward, ss:

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

1. 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 the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, April 9, 2025, Wednesday, April 16, 2025
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with 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.

*Rachel Cozart*

(Signed) \_\_\_\_\_



### VERIFICATION

State of Florida  
County of Broward

Subscribed in my presence and sworn to before me on this: 04/21/2025

*S. Smith*

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for **RFP #25.14 Resinous Concrete Floor Coatings**.

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(Apr. 9 & 16, 2025)



# CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

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

## Legal Notices

**1976 SILVER BOAT,** RED & WHITE VIN: NONE PLATE: 31ZSDQ MN DOWED FROM 864 March St, St Paul, MN 55117, USA ON MARCH 20TH, 2025 FOR PRIVATE PROPERTY IMPOUND, HOLD FOR STORAGE. OWNERS AND LIEN HOLDERS HAVE THE RIGHT TO RECLAIM VEHICLES UNDER MN STATUTE #168B.07 & 168B.051 WILL RESULT IN WAIVER OF ALL RIGHTS TO THE VEHICLE AND SALE OR AUCTION PER 168B.08. TO BE SOLD IN MAY 2025. AVAILABLE FOR RETRIEVAL AT 14 ACKER ST E SAINT PAUL MN 55117 952.808.0808

**1983 PORSCHE 944, TAN VIN:** WP0AA0946DN456990 PLATE: NONE TOWED FROM 3245 Country Drive, Little Canada, Mn, 55117 ON MARCH 14TH, 2025 FOR PRIVATE PROPERTY IMPOUND, HOLD FOR STORAGE. OWNERS AND LIEN HOLDERS HAVE THE RIGHT TO RECLAIM VEHICLES UNDER MN STATUTE #168B.07 & 168B.051 WILL RESULT IN WAIVER OF ALL RIGHTS TO THE VEHICLE AND SALE OR AUCTION PER 168B.08. TO BE SOLD IN MAY 2025. AVAILABLE FOR RETRIEVAL AT 14 ACKER ST E SAINT PAUL MN 55117 952.808.0808

**1963 CHEVROLET IMPALA,** BLUE VIN: 31847J132479 PLATE: NONE TOWED FROM 3245 Country Drive, Little Canada, Mn, 55117 ON MARCH 14TH, 2025 FOR PRIVATE PROPERTY IMPOUND, HOLD FOR STORAGE. OWNERS AND LIEN HOLDERS HAVE THE RIGHT TO RECLAIM VEHICLES UNDER MN STATUTE #168B.07 & 168B.051 WILL RESULT IN WAIVER OF ALL RIGHTS TO THE VEHICLE AND SALE OR AUCTION PER 168B.08. TO BE SOLD IN MAY 2025. AVAILABLE FOR RETRIEVAL AT 14 ACKER ST E SAINT PAUL MN 55117 952.808.0808

**LEGAL NOTICE**  
Fairview IDS Pharmacy at 420 Delaware St SE, Minneapolis, MN 55455 will be closing and moving their operations to 2631 Territorial Rd in St. Paul, effective 4/18/2025.

## Proposals for Bids

**PUBLIC NOTICE**  
Request for Proposals (RFP) Gym Floor Remodeling Project  
The Higher Ground Academy is seeking sealed proposals from qualified contractors for the remodeling of the gymnasium floor located at 1471 Brewster Street, Saint Paul, MN 55108.  
Project Overview:  
This project includes the removal of the existing gym floor, preparation of the subfloor, and installation of a new high-performance athletic flooring system in compliance with industry standards and safety regulations.  
Proposal Deadline:  
All proposals must be received no later than May 1, 2025, at 3:00 PM US Central Time.  
Pre-Bid Site Visit:  
A pre-bid site visit can be scheduled by reaching out to Maxamed Ahmed by email at maxamed@hgacademy.org or by phone at 763.300.6622.  
Proposal Documents & Submission Details:  
Interested parties may obtain the full RFP package, including project specifications and submission instructions, by contacting:  
Contact Name: Maxamed Ahmed  
Title: COO  
Phone Number: 763.300.6622  
Email Address: maxamed@hgacademy.org or by visiting: https://www.hgacademy.org/apps/news/show\_news.jsp?REC\_ID=961563&id=0  
Higher Ground Academy reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal received.  
Published on: April 8, 2025

**PUBLIC NOTICE**  
Request for Proposals (RFP) Restroom Repair and Remodeling – Marshall Avenue Building  
Higher Ground Academy is requesting sealed proposals from qualified contractors for the repair and remodeling of ten (10) existing restrooms at its Marshall Avenue building. The scope of work includes the replacement of floor tiles, bathroom stalls, sinks, and wall finishes. Each restroom is approximately 500 square feet in size.  
RFP Issue Date: April 8, 2025  
Proposal Deadline: May 2, 2025, no later than  
Location: Higher Ground Academy – Marshall Avenue Building, 1381 Marshall Ave., St. Paul, MN 55104  
Pre-Bid Walkthrough can be scheduled by reaching out to Maxamed Ahmed by email at maxamed@hgacademy.org or by phone at 763.300.6622.  
To obtain the full RFP package with project specifications and submission requirements, please contact:  
Contact Name: Maxamed Ahmed  
Title: COO  
Phone Number: 763.300.6622  
Email Address: maxamed@hgacademy.org or by visiting: https://www.hgacademy.org/apps/news/show\_news.jsp?REC\_ID=961576&id=0  
Higher Ground Academy reserves the right to reject any or all proposals and to accept the proposal deemed most favorable to the interests of the school.  
Published: April 8, 2025

**Attention DBE/ Subcontractors and Suppliers**  
Ames Construction is soliciting quotes from qualified vendors for the following project: MNDOT – I-94 and I35E Bridge Improvements, DBE Goal – 21.8%. The directory of Work includes but is not limited to: Bituminous and Concrete Surfacing, ADA Improvements, Signal Revisions, Lighting, Signing, Guardrail, Slip Form Barrier, Sawing, Traffic Control, Pavement Markings, Surveying and Various Bridges. For project access to Pipeline Suite please contact bidinfo@amesco.com or faxed to 952-435-0913. Type of Work includes but is not limited to: Bituminous and Concrete Surfacing, ADA Improvements, Signal Revisions, Lighting, Signing, Guardrail, Slip Form Barrier, Sawing, Traffic Control, Pavement Markings, Surveying and Various Bridges. For project access to Pipeline Suite please contact bidinfo@amesco.com. When submitting your quotes please indicate whether items are tied or not tied. Also include your bonding rate in your quote. For information regarding specific jobs and any assistance you may need, please contact our office. Ames Construction, Inc. 2500 County Rd. 42 W, Burnsville, MN 55337 Phone: 952-715-7106 Fax: 952-435-0913. Ames Construction is an Equal Opportunity Employer.

## Proposals for Bids

SECTION 001113

### ADVERTISEMENT FOR BIDS

#### 1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified Bidders to submit bids for Project as described in this Document and in accordance with the Instructions to Bidders.

B. Project Identification: Newcity Hall and Fire Station 1 201st Avenue, NW and Nightingale Street NW Oak Grove, Minnesota 55011

C. Owner: City of Oak Grove 19900 Nightingale Street NW Oak Grove, Minnesota 55011

1. Owner's Representative: To Be Determined.

D. Architect: Buetow Architecture LLC 810 Valley Way Hopkins, Minnesota 55305

1. Architect's Representative: Randy Engel (Tel: (952) 237-5932 and Email: randy.engel@clouid.com)

E. Project Description: New One Story 26,000 Square Foot City Hall and Fire Station Building Including Site Utilities, Paving, Site Amenities and Landscaping.

1. Construction Cost: Initial Estimate anticipated at \$11,300,000 through December 2024..

G. Construction Contract: Bids will be received for the following Work: Single Prime General Contract.

#### 1.2 BID SUBMITTAL AND OPENING

A. Bid Submittal, Printed: Owner will receive sealed Lump Sum Bids until the Bid Time and Date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders and delivered as follows:

1. Bid Due Date: May 6, 2025.

2. Bid Time: 2:00 PM, local time.

3. Location: Oak Grove City Hall 19900 Nightingale Street NW Oak Grove, Minnesota 55011

4. Bids will be thereafter publicly opened and read aloud.

#### 1.3 BID SECURITY

A. Submit Bid Security with each bid in the stipulated form and in the amount identified in the Instructions to Bidders.

#### 1.4 PREBID MEETING

A. Prebid Meeting In Person: A Prebid Meeting for all Bidders will be held at the Oak Grove City Hall located at 19900 Nightingale Street NW on April 22, 2025 starting at 1:00 PM local time. Prospective Prime Bidders are required to attend.

B. Bidders' Questions: Architect will provide responses at Prebid Meeting to Bidders' questions received up to two business days prior to Meeting. Submit requests for clarification and interpretation using method indicated in Instructions to Bidders.

C. Site Walkthrough: Bidders may elect to walk through the site proposed for this new municipal facility.

#### 1.5 BIDDING DOCUMENTS

A. Bidding Documents include the Project Manual, Drawings and Addenda.

B. Bidding Documents, Printed: Obtain printed documents on and after April 14, 2025 by contacting ARC Document Solutions. ARC Document Solutions is located at 4730 Park Glen Road, St. Louis Park, Minnesota 55416, (952) 697-8800.

1. Only complete sets of documents will be issued.

2. Costs of documents to be determined by ARC Document Solutions.

3. Additional shipping and delivery costs may apply.

C. Bidding Documents, Electronic: Register to obtain electronic access on and after April 14, 2025 by contacting ARC Document Solutions. Access will be available to all registered Bidders, Sub-Bidders and Suppliers.

1. Obtain electronic access by contacting ARC Document Solutions, 4930 Park Glen Road.

2. View electronic Set at Online Site of ARC Document Solutions. Costs for electronic access to be determined by ARC Document Solutions.

D. Bidding Documents, Viewing: Printed set available for viewing at the Oak Grove City Hall.

E. Electronic files of Bidding Documents may also be available at the following Construction Industry Information Sites, Builder's Exchanges and Plan Rooms:

Bid Clerk

Minnesota Builders Exchange (MBX)

Blue Book

Quest CDN

Content

Reed Construction Data CMD Group

McGraw-Hill Dodge Construction Network

Rochester Builders Exchange (ROBEX)

Mid Minnesota Builders Exchange

Sr. Cloud Builders Exchange

#### 1.6 TIME OF COMPLETION

A. By submitting a Bid, Bidder represents that Bidder will begin the Work on receipt of the Notice to Proceed and will complete the Work within the Contract Time indicated in the Bidding Documents.

#### 1.7 LIQUIDATED DAMAGES

A. Work is subject to liquidated damages.

#### 1.8 BIDDER'S QUALIFICATIONS

A. Licenses: Bidders must be properly licensed under the laws governing their respective trades.

B. Insurance and Bonds: A Performance Bond, separate Labor and Material Payment Bond, and insurance in a form acceptable to Owner will be required of the successful Bidder.

#### 1.9 NOTIFICATION

A. This Advertisement for Bids is made by and on behalf of the City of Oak Grove, Minnesota.

## Proposals for Bids

### Attention DBE/ Subcontractors and Suppliers

Ames Construction is soliciting quotes from qualified vendors for the following project: MNDOT – I-394 and I-94 Bridge Rehab, DBE Goal – 19.1%. The directory of certified vendors can be found at https://mnucp.metc.state.mn.us. Bid closes on April 30, 2025 @ 9:30AM. Emailed bids should be sent to bidinfo@amesco.com or faxed to 952-435-0913. Type of Work includes but is not limited to: Bituminous and Concrete Surfacing, Concrete Pavement Repair, ADA Improvements, TMS, Noise walls, Lighting, Retaining Walls, Revise Signals, Erosion Control, Signing, Guardrail, Abatement, Concrete Wear Course, Deck Grooving, Milling, Painting, Slip Form Barrier, Pavement Markings, Traffic Control and Various Bridges. For project access to Pipeline Suite please contact bidinfo@amesco.com. When submitting your quotes please indicate whether items are tied or not tied. Also include your bonding rate in your quote. For information regarding specific jobs and any assistance you may need, please contact our office. Ames Construction, Inc. 2500 County Rd. 42 W, Burnsville, MN 55337 Phone: 952-435-7106 Fax: 952-435-0913. Ames Construction is an Equal Opportunity Employer.

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## Garage Sales - Minneapolis

# 2025 Star Tribune Citywide/Neighborhood Garage Sale Calendar

**PUBLICATION DATE:**  
**Sunday, May 18, 2025**  
Call 612-673-7000 or email [placeads@startribune.com](mailto:placeads@startribune.com) to promote your sale in the calendar.  
**Deadline: May 13, 5pm**

## 324 Collectibles

**ALWAYS BUYING Toys, sports cards, Tonkas, Hot Wheels, die cast, action figs, models, tractors 612-384-9569**

**ULTIMATE COLLECTIBLES GIGANTIC SALE** Ultimate Collectibles in Hopkins is running a sale from 9AM-2:30PM on Saturday, April 19 at the Hopkins VFW. We will be offering thousands of unopened toys and games, including sports cards, records, Pokemon, comic books, video games, more! We expect to have 60 tables of products available. See our Facebook page "Ultimate Collectibles Records Sports Cards" for videos & photos. Cash only. 952-452-9933

## 395 Misc. For Sale & Wanted

**I BUY (working or not)** lawn tractors, chainsaws, trailers, mows, tillers, snowblowers, old motorcycles 612-423-3003

## PINBALL MACHINES WANTED

Any condition. Can pick up. 40+ yrs exp. 612-747-8458  
[www.juliespinball.com](http://www.juliespinball.com)

## 404 Dogs

**English Lab AKC Puppies in Lakeville, MN available now** Parents have OFA certs. \$2,000 612-451-3945  
[EnglishLabsMN.myshopify.com](http://EnglishLabsMN.myshopify.com)

**English Springer Spaniel** AKC Pups. Farm, family raised, vet chkd, Ens stamped. \$1,000. 641-364-2097

**English Springer Spaniel Puppies** All 512 Dewts, Tails, 1st shots and vet checked. Parents genetically tested. Ready after May 6th \$1,000 Chaska MN, call/text (952) 807-6181

**German Shepherd AKC Black Pups** 5wks, M, F, ready 4/26/25 \$1,500.00 320-211-3090

**PUPPIES toy/Mini Breeds, variety.** Vet chkd, h/ht quar., shots. Friendly! \$250 & up. Cash. **20-232-9109**


**Shelties AKC** Ready after April 24th. Blue merles & Tri colored \$800. 218-768-2793

**Shih-poo pups** M/F, brn/white, blk/wh, 1st shots, vet checked, guar. Lic. #MN157255. \$641 507-368-4857

**Teddy Bears/ shih tzu-Bichon** These beautiful babies are ready for their forever homes ! Vaccinated and wormed \$800.00 218-348-5557

## 420 Campgrounds & RV Parks


**Seasonal Campsites** Lake Osakis 320-859-2175  
[www.linwoodresort.com](http://www.linwoodresort.com)




All rental advertising in the Star Tribune is subject to the laws which make it illegal to advertise "any preference, limitation or discrimination based on race, color, national origin, ancestry, religion, creed, sex, marital status, sexual orientation, handicap, disability, familial status or status regarding public assistance or an intention to make any such preference, limitation or discrimination". The Star Tribune will not knowingly accept any advertisements which are in violation of the law. All dwellings advertised in the Star Tribune publications are available on an equal opportunity basis.

Resources:  
Mpls. Civil Rights 612-673-3012  
MN Human Rights 651-296-5663  
Rental Home Line 612-728-5767  
HUD 1-800-669-9776

**VEHICLES WANTED**  
\$\$\$\$\$ CASH FOR CARS \$\$\$\$\$  
Repairs or Junkers 612.414.4924



Start here.  
Go anywhere.



## Mortgage Foreclosures

### NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on February 13, 2003, a Mortgage was executed by and for Lois A. Pitkin, a single woman, as mortgagor in favor of Homestead Mortgage Corp., as mortgagee, and was recorded on April 30, 2003, as Document No. 8013109 in the Office of the Recorder in Hennepin County; and WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated November 19, 2015 and recorded on March 8, 2016, as Document No. 13000000001092306, and in the Office of the Recorder in Hennepin County; and WHEREAS, a default has been made in the covenants and conditions of the Mortgage, as recorded on January 16, 2025, under section 9 of the mortgage, A Borrower dies and the Property is not the principal Residence of at least one surviving Borrower, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable.

WHEREAS, the Secretary, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation as Single Family Mortgage Commissioner, recorded on March 25, 2024 as Document No. 11272123, notice is hereby given that on May 13, 2025 at 11:00 a.m. the real estate, consisting of the property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder.

UNITED NORTHERN INTEREST COMMUNITY NUMBER 727, HAWTHORNE CARRIAGE HOMES, A CONDOMINIUM, HENNEPIN COUNTY, MINNESOTA. Commonly known as: 8300 Kimball Drive, Eden Prairie, MN 55347. The sale will be held on May 13, 2025, at 11:00 AM at Civil Division, outside of County Jail, 145.00 Highway Fifth St, Minneapolis, MN 55415. The Secretary of Housing and Urban Development will bid \$260,525.48 plus any additional amount due under the mortgage agreement. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making the bids, all bidders except the Secretary must submit a deposit totaling \$26,052.54 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the highest bidder. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$26,052.54 must be presented before the bidding is closed.

The nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine and CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$297,962.99

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

DATE AND TIME OF SALE: May 20, 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 sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §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: March 24, 2025  
U.S. Bank National Association  
Mortgagee/Assignee of Mortgagee  
JEBORG WEINGARDEN, DOBIE & BARBEE, P.L.L.P.  
Attorneys for Mortgagee/Assignee of Mortgagee

4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19 - 25-00245 FC

IN THE EVENT REQUIRED BY FEDERAL LAW, THIS IS A COMMUNITY CREDITORS' NOTICE FROM A DEBT COLLECTOR.

4/2, 4/9, 4/15, 4/23, 4/30, 5/7/25 Star Tribune

## 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 22, 2001

MORTGAGOR: Kevin Michael Johnson, an unmarried person.

MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as nominee for Principal Residential Mortgage, Inc. its successors and assigns.

DATE AND PLACE OF RECORDING: Filed September 4, 2001, Hennepin County Registrar of Titles, Document No. 3428035 on Certificate of Title No. 81264.

ASSIGNMENTS OF MORTGAGE: Assigned to: CitiMortgage, Inc. Dated September 9, 2006 Filed September 20, 2006, as Document No. 4307516. And thereafter assigned to: Green Tree Servicing LLC. Dated February 6, 2015 Filed February 9, 2015, as Document No. T05232586. And thereafter assigned to: Sun Life of Canada Servicing, LLC. Dated November 30, 2017 Filed November 30, 2017, as Document No. T05495049. And thereafter assigned to: Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured

Transaction Trust, Series 2019-3, Dated March 3, 2020, Filed March 5, 2020, as Document No. T05690892. Said Mortgage being upon Registered Land.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 1010104-1000208346

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Bell Bank Residential

SERVICER: Bell Bank MORTGAGED PROPERTY ADDRESS: 22870 Bridgestone Road Northwest, Saint Francis, MN 55074

TAX PARCEL I.D. #: 01-33-25-22-0006

LEGAL DESCRIPTION OF PROPERTY: That part of Lot 18, "SCHAEFER'S LAKE SIDE GROVE", described as beginning at a point on the North line of Block 2, H. WEBER SCHAEFER ADDITION, distant 297.3 feet West from the Northeast corner of said Block 2; thence West along the North line of said Block 2 a distance of 139.1 feet more or less, to the Northeastly right-of-way line of U.S. Highway No. 52 and 218; thence Northwest along said Northeastly right-of-way line a distance of 139.1 feet more or less, to the intersection with a line drawn North and parallel to the extension of the East line of said Block 2 from the point of beginning; thence South along the above described parallel line 86.4 feet to the point of beginning, according to the recorded plat thereof.

## Mortgage Foreclosures

### MORTGAGEE: CrossCountry Mortgage, LLC.

DATE AND PLACE OF RECORDING: Recorded April 21, 2023 Sherburne County Recorder, Document No. 25592

ASSIGNMENTS OF MORTGAGE: Assigned to: U.S. Bank National Association. Dated April 14, 2023 Recorded April 26, 2023, as Document No. 956107

TRANSACTION AGENT: NONE

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: CrossCountry Mortgage, LLC

RESIDENTIAL MORTGAGE SERVICER: U.S. Bank National Association

MORTGAGED PROPERTY ADDRESS: 25110 Highway 169, Zimmerman, MN 55398

TAX PARCEL I.D. #: 30-00022-2320

LEGAL DESCRIPTION OF PROPERTY: That part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 34, Range 26, in Sherburne County, Minnesota, described as follows: Commencing at the Southwest corner of said Section 22; thence East on the section line a distance of 1742 feet to the Westerly right-of-way line of Highway No. 169; thence North and Westerly along said Highway right-of-way line a distance of 376.07 feet to the point of beginning of the tract to be described; Thence at right angles (90 degrees Westerly) a distance of 626.1 feet to a point; thence at right angles (90 degrees Northerly) 208.7 feet to a point; Thence at right angles (90 degrees Easterly) 626.1 feet to the Highway right-way; thence at right angles (90 degrees Southerly) along said right-of-way 208.7 feet to the point of beginning.

Excepting therefrom any portion of the above described tract which lies within the following tract: That part of the Southwest Quarter of the Northwest Quarter, Section 22, Township 34, Range 26, in Sherburne County, Minnesota, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 22; thence on an assumed bearing South 02 degrees 07 minutes 11 seconds East along the west line of said Northwest Quarter, a distance of 732.33 feet to the present center line of the south-of-highway right-of-way of Highway No. 169; thence South 32 degrees 27 minutes 25 seconds East along said center line, a distance of 1495.77 feet; thence North 55 degrees 01 minutes 30 seconds East, a distance of 9.02 feet to a point on the westerly right-of-way line of U.S. Trunk Highway No. 169 as located on August 20, 1951, said point being the northeast corner of the parcel described herein; thence North 37 degrees 23 minutes 25 seconds West along said westerly right-of-way line, a distance of 99 feet; thence South 59 degrees 08 minutes 57 seconds West, a distance of 629.64 feet; thence South 37 degrees 23 minutes 25 seconds East



## AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

 **The Minnesota Star Tribune**  
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 04/09/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	513880
StarTribune 04/16/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	513880

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$190.40**

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: 04/16/2025

*Diane E. Rak Kleszyk*



Notary Public



**From:** [Public Purchase](#)  
**To:** [Amy Lohse](#)  
**Cc:** [Jane Eastes](#); [Joni Puffett](#); [Melissa Mattson](#)  
**Subject:** [External]Release Successful on Bid RFP #25.14 - Resinous Concrete Floor Coatings  
**Date:** Tuesday, April 15, 2025 10:05:10 AM

---

Amy Lohse:

Bid "RFP #25.14 - Resinous Concrete Floor Coatings"  
Status: Release Successful on Apr 15, 2025 10:05:00 AM CDT

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=200075>

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= FanT3pMbV3bKH5b0chf5+Q==

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 25.14 Resinous Concrete Floor Coatings**

CPC is seeking to collaborate with an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a quality, manufactured line of resinous concrete floor coating systems that are stain, slip and chemical resistant to serve high and low traffic areas, at consortium level discounted pricing. The Supplier must be able to provide all labor and installation services as it relates to a turnkey solution.

**Due: 10:00 a.m. CT on May 13, 2025**

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

**RFP Facilitator:**  
Amy Lohse  
Procurement Specialist

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

## Table of Contents

I.	Introduction to CPC.....	Page 3
II.	Solicitation Description.....	Page 3
III.	Responding Minimum Qualifications.....	Page 4
IV.	General Specifications.....	Page 4
V.	Technical Specifications.....	Page 5
VI.	Pricing.....	Page 6
VII.	Design Layout and/or Installation Services.....	Page 6
VIII.	Ordering Methods.....	Page 8
IX.	Freight and Delivery.....	Page 8
X.	Payment.....	Page 8
XI.	Advertising and Marketing.....	Page 9
XII.	Timeline.....	Page 9
XIII.	Non-Required Conference Call.....	Page 9
XIV.	Method of Evaluation.....	Page 10
XV.	Solicitation and Submittal Procedures.....	Page 10
XVI.	Solicitation Terms and Conditions .....	Page 12
	Appendix A: New Supplier Implementation Checklist	

## **I. Introduction to CPC**

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

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

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

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

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

## **II. Solicitation Description**

CPC is seeking to collaborate with an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a quality, manufactured line of resinous concrete floor coating systems that are stain, slip and chemical resistant to serve high and low traffic areas, at consortium level discounted pricing. The Supplier must be able to provide all labor and installation services as it relates to a turnkey solution. 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. Resinous concrete floor coatings may include, but are not limited to the following categories:

1. Epoxy
2. Methyl methacrylate (MMA)
3. Urethane
4. Services, accessories, and installation

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.

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

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from 2021 to 2025, CPC participating agencies have purchased just over \$2.2 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, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. All equipment, supplies, parts, products, etc. will meet applicable current industry standards and health and safety standards.

5. Recalls
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
6. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

## V. Technical Specifications

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

### Definitions:

1. Resinous flooring. A high-performance resin that, when mixed together with a selection of ingredients, initiates a fast and controlled chemical reaction. The reaction creates a seamless, highly durable and attractive finish.
2. Epoxy. A term used to denote both the basic components and the cured end products of epoxy resins. Epoxy resins, also known as polyepoxides, are a class of reactive prepolymers and polymers.
3. Methyl Methacrylate (MMA). Also known as acrylic or acrylic glass, is a transparent thermoplastic often used as a casting resin in coatings.
4. Polyurethane (PU). A polymer composed of organic units joined by carbamate (urethane) links.

### Equipment and Supplies:

1. All solutions/services must meet or exceed the following reference standards:
  - a. ASTM D2240 – Standard Test Method for Rubber Property – Durometer Hardness.
  - b. ASTM D523 – Standard Test Method for Specular Gloss.
  - c. ASTM D570 – Standard Test Method for Water Absorption of Plastics.
  - d. ASTM D635 – Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
  - e. ASTM D638/C307 – Standard Test Method for Tensile Properties of Plastics.
  - f. ASTM D695/C579 – Standard Test Method for Compressive Properties of Rigid Plastics.
  - g. ASTM D696 – Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer.
  - h. ASTM D790/C580 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
  - i. ASTM D2047 – Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces
  - j. ASTM D4060 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
  - k. ASTM D4541 – Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
  - l. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
  - m. ASTM F1869/F2170 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
2. Provide systems that serve multiple agencies, application, and locations. Systems shall include epoxy, MMA, and urethane concrete floor coatings approved to meet all federal, state, and local guidelines. Participating agency applications include, but are not limited to hallways, classrooms, dining areas,

kitchens, lobbies, locker rooms, rest rooms, pool decks, showers, fleet garages, maintenance garages, holding areas, chemical storage, labs, loading docks, pump rooms, mechanical rooms, apparatus areas, visitor areas, kennels, and healthcare.

3. Provide product systems manufactured by Sherwin Williams, Dur-A-Flex, Tennant, or approved equal.
4. Provide product accessories such as control joint strips, subfloor filler, waterproof primer and adhesives, etc. as recommended by flooring system manufacturer.
5. Store product system in a dry, secure area. Systems should be stored three (3) days prior to installation in the area of installation to achieve temperature stability. Ambient temperature must be maintained for 72 hours prior to, during and 24 hours after installation of floor coating system.
6. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold.

## **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 available products 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>
April 15, 2025	Publication of Solicitation
April 21, 2025, at 10:00 a.m. CT	Non-Required Conference Call
<b>April 29, 2025</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>May 13, 2025, at 10:00 a.m. CT</b>	<b>Deadline for Submission</b>
May 27, 2025	Contact Supplier/Award(s) Made
July 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/82623221211?pwd=VpNL2UdCyWGRd9bpRxvodW5acczri3.1>

Meeting ID: 826 2322 1211

Passcode: RD7iHm

1. **Dial-in Number:** +1 646 931 3860
  2. **Meeting ID:** 826 2322 1211
- Passcode:** 937060

## XIV. Method of Evaluation

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

	Points Available
Minimum Qualifications	Pass/Fail
Technical Proposal <ul style="list-style-type: none"><li>• Qualifications &amp; Experience</li><li>• Marketing &amp; Partnership</li><li>• Performance &amp; Capability</li><li>• Products &amp; Services</li><li>• Exceptions &amp; Deviations</li></ul>	300
Pricing Proposal	200
<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:

<b>Document Title</b>	<b>Instructions</b>
<b>1 RFP</b> Provided as a PDF.	Retain for your records.
<b>2 General Terms and Conditions</b> Provided as a PDF.	<b><u>Retain for your records.</u></b>
<b>3 Questionnaire</b> Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include the name of company in the file title. Include certifications with submission, if applicable.
<b>4 Forms &amp; Signatures</b> Provided as a PDF.	<b>Submit as one (1) PDF, <u>signatures required.</u></b> Include the 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 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>8 Exhibit B – Manufacturer Authorized Dealers/Installers</b> (If responding as a manufacturer, provide a list of your authorized dealers/installers.)	<b>Submit a PDF copy.</b> Include name of company in the title. See "Additional Requirements" in Part 3 – Questionnaire for details.
<b>9 Exhibit C – Authorization to Act as a Dealer/Installer</b> (If responding as a dealer/installer, provide letters from your manufacturer stating your authorization to act as a dealer/installer.)	<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**

**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 vendor will supply additional bonds as required based on federal law, state law, or participating agency policy.

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

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

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

**Certificate of Insurance:** The Supplier must purchase, maintain and 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 July 1, 2025, to June 30, 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

## 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 #25.14 – Resinous Concrete Floor Coatings

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

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

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/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.

## 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, product line, or any key employees.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**7. 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.



**8. 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.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**5. Describe the examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.**

Click or tap here to enter text.

**6. Describe your company's work hours when considering labor/service rates for weekdays, weeknights, weekends, holidays. Describe how much of your work is completed on weeknights, weekends, or holidays.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**9. Describe your warranty and warranty process for all products and services.**

Click or tap here to enter text.

**10. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text.

**11. 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.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**14. 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.

**15. 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

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 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/installer/reseller, submit your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.

## Forms & Signatures

### RFP #25.14 Resinous Concrete Floor Coatings

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

### 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 CFR Part 200

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

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

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

#### **(A) 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.

---

### **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).

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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 (Tabs 1-2) 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. You may add additional lines as needed. 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 - Pricing Schedule
- 2 - Labor & Services
- 3 - Additional Discounts

### **1 - Pricing Schedule - REQUIRED**

Enter the list price and discounted price your company is proposing for all products and accessories being offered to CPC and its participating agencies.

### **2 - Labor & Services - REQUIRED**

Suppliers must provide pricing for any labor/services that are included in their response.

### **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.**

## 2 - Pricing Schedule

### REQUIRED FORM

**Instructions:** Complete the following schedule for all resinous concrete flooring systems, products and accessories. The form should be completed by the standards listed in the Technical Specifications. Additional rows may be added. **Please note - this is a required form.**

#### Defintions:

**Market Category:** Education, Municipalities, Government,

**Application:** Where the system can be applied (i.e. bathroom, hallway, apparatus bay, kitchen, pool deck, police station, animal shelter, classroom)

**Name of System Proposed:** Manufacturer's name of resinous concrete flooring system

**Type of System:** Epoxy, MMA, Urethane

**Unit of Measure:** Sq. Ft. = Square foot

**Responding Company's Name:**

No.	Market Category	Application Type/Area	Name of System	Type of System	Unit of Measure	Notes/Comments	Catalog List Price (MSRP)	Percent Discount	Net Price to Member
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
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36									\$ -
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38									\$ -
39									\$ -
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41									\$ -
42									\$ -
43									\$ -
44									\$ -
45									\$ -
46									\$ -
47									\$ -

No.	Market Category	Application Type/Area	Name of System	Type of System	Unit of Measure	Notes/Comments	Catalog List Price (MSRP)	Percent Discount	Net Price to Member
48									\$ -
49									\$ -
50									\$ -
51									\$ -
52									\$ -
53									\$ -
54									\$ -
55									\$ -
56									\$ -
57									\$ -
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93									\$ -
94									\$ -
95									\$ -
96									\$ -
97									\$ -
98									\$ -
99									\$ -
100									\$ -

## 2 - Services

### REQUIRED FORM

**INSTRUCTIONS:** Suppliers must provide pricing for the services that are included in their response. Complete the tables below for the services you are providing. Additional rows may be added where needed.

Responding Company's Name:

#### Professional Services (Design, Project Management, Dock Delivery, Training, 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 Costs/Services (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!			
			#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.). Additional lines may be added as needed.

**This worksheet is only required if additional discounts are included as part of your response.**

Responding Company's Name:	
----------------------------	--

[illegible]

**From:** [Public Purchase](#)  
**To:** [Amy Lohse](#)  
**Subject:** [External]Public Purchase - RFP #25.14 - Resinous Concrete Floor Coatings Closed Notification  
**Date:** Tuesday, May 13, 2025 10:00:13 AM

---

Amy Lohse:

The bid RFP #25.14 - Resinous Concrete Floor Coatings has closed on May 13, 2025 10:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=200075>

Thank you for using Public Purchase.

MK= gCuSIycLd1vDgDKjUg5khw==

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.



<b>Notifications Report</b>						
<b>Agency</b>	<b>Cooperative Purchasing Connection</b>					
<b>Bid Number</b>	<b>200075</b>					
<b>Bid Title</b>	<b>Resinous Concrete Floor Coatings</b>					
<b>Vendor Name</b>	<b>State</b>	<b>Business Type</b>	<b>Invitation</b>	<b>Date</b>	<b>Email</b>	<b>Reason</b>
Acoustical Surfaces Inc	MN		Classification	2025-04-15 09:20:04	garrett@acousticalsurfaces.co	Bid Notification
AP/M Permaform	IA		Classification	2025-04-15 09:20:04	joecherry@permaform.net	Bid Notification
Aquafin, Inc.	MD		Classification	2025-04-15 09:20:04	achapman@aquafin.net	Bid Notification
cfs interiors and flooring	MN		Classification	2025-04-15 09:20:04	vlangan@cfs-floors.com	Bid Notification
Fastenal Company	MN		Classification	2025-04-15 09:20:04	_govsales@fastenal.com	Bid Notification
FASTENAL WINONA	MN		Classification	2025-04-15 09:20:04	govbids@fastenal.com	Bid Notification
Greene Geo Innovations	WY		Classification	2025-04-15 09:20:04	hbushgreenegeo@gmail.com	Bid Notification
Haldeman Homme	MN		Classification	2025-04-15 09:20:04	srivard@andersonladd.com	Bid Notification
HD SUPPLY FACILITIES MAINTENANCE, LT	CA		Classification	2025-04-15 09:20:04	HDS-FMBIDS@HDSUPPLY.CO	Bid Notification
Hiller Commercial Floors	MN		Classification	2025-04-15 09:20:04	dbahr@hillercarpet.com	Bid Notification
Hilti Inc	OK		Classification	2025-04-15 09:20:04	contractadmin@hilti.com	Bid Notification
Interface Americas, Inc.	GA		Classification	2025-04-15 09:20:04	sharon.johnson@interface.com	Bid Notification
JWood Sports Flooring	WI		Classification	2025-04-15 09:20:04	caj.jwood@gmail.com	Bid Notification
Mannington Mills Inc	GA		Classification	2025-04-15 09:20:04	andrea.dipazo@mannington.co	Bid Notification
McGill Restoration	NE		Classification	2025-04-15 09:20:04	jbradley@mcgillrestoration.com	Bid Notification
Nilfisk, Inc.	MN		Classification	2025-04-15 09:20:04	tbarthel@nilfisk.com	Bid Notification
School Specialty LLC	WI		Classification	2025-04-15 09:20:04	bidnotices@schoolspecialty.co	Bid Notification
Shaw Industries, Inc.	GA		Classification	2025-04-15 09:20:04	Julia.hall@shawinc.com	Bid Notification
St Paul Linoleum and Carpet Company	MN		Classification	2025-04-15 09:20:04	steve@splino.com	Bid Notification
SwedeBro, Inc.	MN	SBE	Classification	2025-04-15 09:20:04	chanson@swedebro.com	Bid Notification

<b>Access Report</b>				
<b>Agency</b>	<b>Cooperative Purchasing Connection</b>			
<b>Bid Number</b>	<b>25.14</b>			
<b>Bid Title</b>	<b>Resinous Concrete Floor Coatings</b>			
<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Most Recent Access</b>	<b>Documents</b>	<b>Most Recent Response Date</b>
School Wholesale Supplies LLC	2025-04-16 06:45 AM CDT	2025-04-19 07:06 AM CDT	Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
ConstructConnect	2025-04-16 10:18 AM CDT	2025-04-16 10:19 AM CDT	Part 5 25.14 - Pricing Template.pdf Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.pdf Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
SwedeBro, Inc.	2025-04-29 03:21 PM CDT	2025-05-05 01:41 PM CDT	Part 5 25.14 - Pricing Template.xlsx Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.docx Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	2025-05-05 01:38 PM CDT
ELITE TEXTILE TRADING LLC	2025-04-24 08:50 PM CDT	2025-05-12 12:02 PM CDT	Part 4 25.14 - Forms & Signatures.pdf Part 5 25.14 - Pricing Template.xlsx Part 2 25.14 - General Terms and Conditions.pdf Part 3 25.14 - Questionnaire.docx Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
Aquafin, Inc.	2025-04-15 10:26 AM CDT	2025-04-15 10:26 AM CDT	Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
Hiller Commercial Floors	2025-04-15 05:53 PM CDT	2025-04-15 05:53 PM CDT		
The Bid Lab	2025-04-16 03:05 AM CDT	2025-05-13 02:25 AM CDT	Part 5 25.14 - Pricing Template.xlsx Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.docx Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
Dodge Data & Analytics	2025-04-15 11:49 PM CDT	2025-05-22 03:22 AM CDT	Part 5 25.14 - Pricing Template.pdf Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.pdf Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
iSqFt	2025-04-16 08:58 AM CDT	2025-05-16 08:45 AM CDT		
Allied Solutions	2025-04-15 08:08 PM CDT	2025-04-15 08:08 PM CDT	Part 5 25.14 - Pricing Template.xlsx Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.docx Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	
Cedar Creek Energy	2025-04-30 11:06 AM CDT	2025-04-30 11:06 AM CDT		
TMI Coatings, Inc.	2025-04-16 09:25 AM CDT	2025-05-13 09:21 AM CDT	Part 5 25.14 - Pricing Template.xlsx Part 4 25.14 - Forms & Signatures.pdf Part 3 25.14 - Questionnaire.docx Part 2 25.14 - General Terms and Conditions.pdf Part 1 25.14 - Resinous Concrete Floor Coatings.pdf	2025-05-13 09:21 AM CDT

RFP #25.14 Resinous Concrete Flooring Solutions

Request for Proposal

DocuSigned by:  
*Amy Lohse*  
981BDA49D4464FE...

Amy Lohse

5/13/25

Date

DocuSigned by:  
*Lori Mittelstadt*  
48D2E03F59EF456...

Lori Mittelstadt

1:00 p.m.

Time

Company Responding	SwedeBro, Inc.	TMI Coatings, Inc.
3 Questionnaire <i>Yes/No</i>	YES	YES
Business Types/Classifications <i>(if applicable)</i>	NO	N/A
4 Forms & Signatures <i>Yes/No</i>	YES	YES
5 Pricing Schedule <i>Yes/No</i>	YES	YES
6 Certificate of Insurance <i>Yes/No</i>	YES	NO
Additional Information	Contractor Registration / Installer Certification	Capability Statement; Certificate of Good Standing; Written Action of Board of Governors
Moves to Evaluation	YES	YES



[State of Minnesota](#)   [Department of Administration](#)

[Home](#)   ☐   [State Government](#)   ☐   [Suspended/Debarred Vendors](#)

# 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 - 11 of 11

[3G Contracting Inc.](#)

[Citywide Trucking LLC.](#)

[Clarence Olson, an individual](#)

[Dionne Construction](#)

[Garson Group](#)

[Green Nature-Cycle, LLC.](#)

[John Aish, Inc.](#)

[MSV Carriers](#)

[Snowmen Inc.](#)

[Stillwater Masonry Restoration Inc](#)

[Treasure Enterprise, Inc.](#)

## ABOUT OSP

- Contact Us
- Data Requests
- OSP Team

## QUICK LINKS

- Secure Portal (log-in required)
- Vendor Information and Supplier Portal
- SWIFT
- Risk Management
- Sales and Use Tax - MN Dept. of Revenue
- Construction Projects Virtual Plan Room

Minnesota Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
Saint Paul, MN 55155  
[MAP](#)

[Website Feedback](#) | [Customer feedback](#) | [Privacy and Linking Policy](#)

**m** | Register to Vote ✓

S

State Purchasing  
Card (P-card)  
Program

State Surplus  
Property

»»»[Home Doing Business with the State Procurement](#) Suspended and Debarred Vendors

# Suspended and Debarred Vendors

The State Procurement Office maintains the State Bidders List of vendors who have applied to receive notice solicitations for commodities and services. Under state procurement rules, vendors may be subject to suspension or debarment from the Bidders List for cause. [NDAC 4-12-05](#) contains the rules that pertain to suspension or debarment from the Bidders List. Contact the [State Procurement Office](#) (link sends email) 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](#) (link is external).

Copyright © 2025 State of North Dakota  
Office of Management and Budget  
600 East Boulevard Avenue | Bismarck, ND 58505  
Phone: 701.328.2680 | Contact via email

Sam.gov --- 5/19/2025 for RFP 25.14 Resinous Concrete Floor Coatings

Entity Information	
<b>TMI COATINGS INC</b> ● Active Registration	
Unique Entity ID	CAGE/NCAGE
<b>HLBHHQA8CKG1</b>	<b>0C364</b>
Expiration Date	
Nov 21, 2025	
Physical Address	
<b>3291 Terminal DR</b>	
<b>Saint Paul, Minnesota</b>	
<b>55121-1610, United States</b>	
Mailing Address	
<b>3291 Terminal Drive</b>	
<b>Saint Paul, Minnesota</b>	
<b>55121-1610, United States</b>	
Purpose of Registration	
<b>All Awards</b>	
Version	
Current Record ▼	



**Cooperative Purchasing Connection**  
**Tabulation Report RFP #25.14 - Resinous Concrete**  
**Floor Coatings**  
**Vendor: SwedeBro, Inc.**

**General Comments:** I think we have everything uploaded. Please let us know if you need another else.

**General Attachments:** Exhibit A.pdf  
Forms and Signatures.pdf  
Installer Certification - SwedeBro - CoOp.pdf  
Part 3 25.14 - Questionnaire.docx  
Part 5 25.14 - Pricing Template.xlsx  
Swedebro Cert for Cooperative Purchasing Connection.pdf

## Questionnaire

### RFP #25.14 – Resinous Concrete Floor Coatings

#### **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:** SwedeBro, Inc.

**Company Address:** 1409 159<sup>th</sup> Ave NE

**City, State, Zip code:** Ham Lake, MN 55304

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

**Phone:** 763-434-9237

	Name	Email	Phone
Primary Contact 1 for Proposal	Chad Hanson	chanson@swedebro.com	763-434-9237
Primary Contact 2 for Proposal	Gordy Hill	ghill@swedebro.com	763-434-9237

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	Chad Hanson	chanson@swedebro.com	763-434-9237
Contract Manager	Same	Same	Same
Sales Manager	Same	Same	Same
Marketing Manager	Gordy Hill	ghill@swedebro.com	Same
Customer Service Manager	Chad Hanson	chanson@swedebro.com	Same
Account Manager(s)	Same	Same	Same

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
X	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?**  
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?**

We have employees. Our estimator handles requests and bids and follow up. Then if engaged, the project moves to project management for scheduling. Then installation handles the application of the flooring.

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

We have the State of Minnesota contract for Fluid-Applied Flooring that expires July 1, 2025

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

We use and offer the CPC widely to all schools, cities, and counties. At times, we are approached by cities and counties that require use of the state contract. That is rare.

**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.).**

SwedeBro is a concrete coatings contractor. We have completed over 3,000 projects and over 4,000,000 square feet of concrete floors. SwedeBro was founded in 1999 and began training in 2000. In 2001, SwedeBro went to market and began installations.

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

We have had continued growth since 2021 with a 61% growth in 2024, and we put all money back into our marketing department to grow our business. We also attend regular trainings and demonstrations by various manufacturers on new products and techniques.

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

From our knowledge, many customers return to have us complete other projects. We have several instances where people have moved positions to other schools or municipalities and they will call on us again at their new location.

**4. Describe the number of agencies to which your organization, on average, provides resinous concrete products and services.**

About half of our 160+ installations for 2024 were to government agencies such as the state of MN, cities, counties, schools, and non-profits.

**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	29
K12 education	13
Non-profits - 501(c)(3)	2
Higher education	2

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

Through direct marketing, e-mail marketing, numerous trade shows and organization involvement such as: MASMS, MASBO, Police Chiefs, Fire Chiefs, Parks, Public Works, League on MN Cities and more.

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

None

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

Reference #1 – Company Name	Big Lake Public School
Service/Product Purchased	DecoFlake full flake
Year of Purchase	2024
Reference Contact	T.J. Zerwas
Phone	(763)262-5148
Email	T.Zerwas@biglakeschools.org

Reference #2 – Company Name	Braham Area Schools
Service/Product Purchased	Various systems
Year of Purchase	2024
Reference Contact	Ken Gagner
Phone	(320)396-5199
Email	kgagner@braham.k12.mn.us

Reference #3 – Company Name	City of Robbinsdale
Service/Purchase Purchased	DecoFlake full flake
Year of Purchase	2024
Reference Contact	Scott Welle
Phone	(763)531-1278
Email	swelle@ci.robbinsdale.mn.us

## Performance & Capability

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

Since we had the previous contracts with the CPC, our customers and all agencies we market to and work with area aware of our CPC connection. If we are awarded, this would continue. This has been beneficial to both customers and SwedeBro.

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

To provide a beneficial service to agencies that saves money by prolonging the life of the structure and concrete floors. To provide a cost effective flooring solution that also improves appearance, slip resistance, light reflectivity, ease of maintenance and more.

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

None

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

Our service. We are well known through various public organizations and associations because of our unending efforts to satisfy our customers. Challenges will arise from time to time, but we take pride in not stopping until projects are completed correctly.

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

Typically, an agency informs our Customer Relations Manager and Estimator that they are ready to move forward with a project. Then, the agency e-mails (or calls) the General Manager with system and color selection and desired dates for installation.

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

We have not had any issues in our years of holding this CPC of missing a project timeline. We have achieved every one.

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

Customers can contact us via phone or e-mail during business hours and we respond to any inquires within 24 hours. We have not had problems with people getting a hold of us.

**8. 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?**

Since we had the previous contracts with the CPC, our customers and all agencies we market to and work with area aware of our CPC connection. To provide a beneficial service to agencies that saves money by prolonging the life of the structure and concrete floors. To provide a cost effective flooring solution that also improves appearance, slip resistance, light reflectivity, ease of maintenance and more. If we are awarded, this would continue. This has been beneficial to both customers and SwedeBro.

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

Since we had the previous contract with the CPC, our customers and all agencies we market to and work with area aware of our CPC connection. If we are awarded, this would continue.

But also through direct marketing, e-mail marketing, numerous trade shows and organization involvement such as: MASMS, MASBO, Police Chiefs, Fire Chiefs, Parks, Public Works, League on MN Cities and more.

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

We have a Digital Marketing company that updates our website and social accounts and performs regular SEO audits.

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

CPC just needs to keep awareness high. Schools understand. But more awareness of municipal and county agencies would be helpful.

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

Since we had the previous contracts with the CPC, our customers and all agencies we market to and work with area aware of our CPC connection. If we are awarded, this would continue.

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

We do not have experience with those systems. We work directly, personally and face to face with our customers.

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

None

## Products, Service & Pricing

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

We provide quality installations of the best products and systems available to coat and protect concrete floors. We believe our services provide many benefits to agencies that include (but are not limited to): 1. Protection of the concrete floor from deterioration due to chemical attack (including water), physical impact and abrasion. 2. Protection for products stored. 3. Improve ease of maintenance. 4. Improve appearance. 5. Improve slip resistance. 6. Improve light reflectance.

**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.**

They can review any of our spreadsheets at any time to see the labor hours bid and discount applied along with materials discount. They can also contact Sherwin-Williams to confirm the pricing discount on materials.

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

Due to our years of experience working with agencies, we have a good idea on various systems that will work for their various needs. We typically like to provide the agency with options such as: "Good, Better, Best". We also work closely with our manufacture who has installations throughout the world. They are a great resource to help develop and design systems that will meet the agency's needs. We always consider an agency's budget, use, performance needs, maintenance, and design/aesthetics. We often make custom samples for agency's. We do not charge for any consultation or samples that we make. It is simply a service we provide.

**5. Describe the examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.**

Projects are expertly examined and a detailed description of every detail of the project is given to the lead installer. Most projects require steel shot-blasting to properly prepare the concrete. Sometimes, diamond grinding is sufficient depending on the project and system to be installed. Projects are always bid as "ready to use", and bid with specific time frames for the installation.

**6. Describe your company's work hours when considering labor/service rates for weekdays, weeknights, weekends, holidays. Describe how much of your work is completed on weeknights, weekends, or holidays.**

We work weekdays, weeknights and Saturdays, and even some holidays. We do not work on Sundays. We work 24/7 depending on the situation/project. We charge Time and a Half for work between 6pm and 10pm and double time and a half for any work 10pm-6am and on Saturdays. Very little of our work, less than 5%, occurs on nights and weekends.

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

Our installation crews are responsible for all necessary protection of surrounding areas, preparation, application and clean up. All crew members complete various roles and tasks throughout a given project. There is always a lead installer on every project. All projects must be cleaned up so that facilities "look better than when we arrived."

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

We have a minimum charge of \$2,500 for any project

**9. Describe your warranty and warranty process for all products and services.**

Product warranties are covered by the manufactures. Our standard labor warranty for agencies is 5 years. We offer an extended 10 year and 15 year warranty for an additional charge.

**10. Describe the return process and restocking fees associated with a return.**

*There are no returns for our services*

**11. 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.**

Upon completion. 30 days net. After 30 days, late fees and interest charges apply. Checks only. We understand when there are delays at times due to city council approval, board approval, etc.... We never charge late fees while waiting for various board approval for payment.

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

We typically since 2020 receive a price increase on materials from Sherwin-Williams. We would have to review and adjust prices annually

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

All new products or systems would receive the same 10% discount off normal pricing.

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

Quarterly during the CPC reporting process, each project completed is reviewed for compliance with the CPC contract. All data is made ready for review at that time should an outside audit be requested.

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

None



## 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                        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

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 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/installer/reseller, submit your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.



## **Forms & Signatures**

### **RFP #25.14 Resinous Concrete Floor Coatings**

#### **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	<u>SwedeBro, Inc.</u>	Date	<u>4/30/25</u>
Address	<u>1409 159th Ave NE</u>	City, State, Zip	<u>Ham Lake, MN 55304</u>
Contact Person	<u>Chad Hanson</u>	Title	<u>President</u>
Authorized Signature	<u></u>	Title	<u>President</u>
Email	<u>chanson@swedebro.com</u>	Phone	<u>763 434 9237</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.

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.

---

#### **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).

---

#### **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

Shredco Bro, Inc

Authorized  
Signature

AK

Full Name

Chad Hanson

Title

President



## Subcontractor Utilization Form

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

Solicitation Name: Resinous Concrete Floor Coatings  
Solicitation Number: 25.14  
Supplier Name: Swede Bro, Inc.

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

Company Name: CCS, Inc.  
Street Address: 656 207th Ave  
City, State, Zip: Cedar, MN 55011  
Telephone: 612 382 0618  
Primary Contact: Ronald Pynter  
Email Address of Contact: ronp@ccscoatings.com  
Services to be provided: Steel Shot-blasting

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: \_\_\_\_\_



HIGH  
PERFORMANCE  
FLOORING

---

The Sherwin-Williams Company - High Performance Flooring  
78 Minnesota Avenue Little Canada, MN 55117

SwedeBro

RE: Cooperative Purchasing Connection

1001 E. Mount Faith

Fergus Falls, MN 56537

To Whom it may concern,

SwedeBro is considered an approved installer of all Sherwin Williams high performance floor coatings including the General Polymers, Dur-A-Flex and Armorseal product lines. If you have any questions regarding this matter, please do not hesitate to contact me..

A handwritten signature in black ink, appearing to read 'Tyson Geister'. The signature is stylized with a large 'T' and a long horizontal stroke.

Tyson Geister

High Performance Flooring

The Sherwin-Williams Company

952.210.0223 [tyson.geister@sherwin.com](mailto:tyson.geister@sherwin.com)

## Business & Contact Information

BUSINESS NAME	<b>SwedeBro, Inc.</b>
OWNER	Larrie Hanson
ADDRESS	1409 159th Ave. NE Ham Lake, MN 55304 <a href="#">[map]</a>
PHONE	763-434-9237 Ext. 2
FAX	763-434-8999
EMAIL	<a href="mailto:chanson@swedebro.com">chanson@swedebro.com</a>
WEBSITE	<a href="http://www.swedebro.com">http://www.swedebro.com</a>

## Certification Information

CERTIFYING AGENCY	<b>CERT Program</b>
CERTIFICATION TYPE	<b>SBE - Small Business Enterprise</b>
CERTIFICATION DATE	<b>7/7/2022</b>
RENEWAL DATE	<b>7/7/2025</b>
EXPIRATION DATE	<b>7/7/2025</b>
CERTIFIED BUSINESS DESCRIPTION	<b>SwedeBro installs concete floor coatings, epoxy, quartz, sealers, cementious coatings and performs grinding. Water/moisture protection for concrete surfaces and concrete areas</b>

## Commodity Codes

Code	Description
NAICS 238190	Epoxy application contractors
NAICS 238330	Flooring Contractors

## Additional Information

SERVICE CATEGORY	<b>Other Services</b>
------------------	-----------------------

EMERGING SMALL BUSINESSES  
(ESB)

**Yes**

This profile was generated on 5/14/2025



4/30/25

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

To Whom it may concern,

SwedeBro, Inc. is registered with the: MN Dept. of Labor & Industry. Contractor Registration  
#IR652102. Expires 12/31/2025

Sincerely,

A handwritten signature in blue ink, appearing to read "CH", is written over the "Sincerely," text.

Chad Hanson  
President  
SwedeBro, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2024

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> Dignity Insurance Agency, LLC 5277 202nd St N  Forest Lake MN 55025	<b>CONTACT</b> NAME: Billy Anderson PHONE (A/C, No, Ext): (763) 453-8283 E-MAIL: billyanderson@aibme.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: WESTFIELD NATL INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 24120
<b>INSURED</b> Swedebro, Inc; 1409 159th Ave NE  Ham Lake MN 55304		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CWP8163045	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CWP8163045	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CWP8163045	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
B	<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	N/A	Y	0101WP104682102	10/05/2024	10/05/2025	<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)

Additional Insured:  
Cooperative Purchasing Connection  
1001 E. Mount Faith Avenue  
Fergus Falls, MN 56537

**CERTIFICATE HOLDER****CANCELLATION**

Cooperative Purchasing Connection

1001 E. Mount Faith Avenue

Fergus Falls MN 56537

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

AUTHORIZED REPRESENTATIVE

William E Anderson

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**Cooperative Purchasing Connection**  
Tabulation Report RFP #25.14 - Resinous Concrete  
Floor Coatings  
Vendor: TMI Coatings, Inc.

**General Comments:**

**General Attachments:** 05\_Part 5 25.14 - Pricing Template.xlsx  
3 Questionnaire - TMI Coatings, LLC.pdf  
Forms - Signatures.pdf

## Questionnaire

### RFP #25.14 – Resinous Concrete Floor Coatings

#### 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: TMI Coatings, LLC

Company Address: 3291 Terminal Drive

City, State, Zip code: St. Paul, MN 55121

Website: tmi@tmicoatings.com

Phone: 651-452-6100

	Name	Email	Phone
Primary Contact 1 for Proposal	Tracy Gliori	tmi@tmicoatings.com	651-452-6100
Primary Contact 2 for Proposal	Alex Buetow	abuetow@tmicoatings.com	952-486-7090

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	See attached principal personnel form		
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI
TMI Coatings, LLC	HLBHHQA8CKG1

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?**

Click or tap here to enter text. Service Provider - Industrial painting and restoration contractor

**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. TMI Coatings, LLC employs it's own Sales, Service and Installation personnel.

**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. NA

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

Click or tap here to enter text. TMI has capacity to view and complete all projects in a timely manner.

**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.).**

Click or tap here to enter text. See attached Capability Statement

**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. TMI employees actively attend trade shows, seminars and various training programs.

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

Click or tap here to enter text. TMI is bidding and completing work with multiple repeat customers TMI has been doing business with for 20 + years.

**4. Describe the number of agencies to which your organization, on average, provides resinous concrete products and services.**

Click or tap here to enter text. See attached references

**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	< 50%
K12 education	< 5%
Non-profits - 501(c)(3)	Minimal
Higher education	Minimal

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

Click or tap here to enter text. TMI has an active Sales Team with individuals who travel to customer sites to view work and provide proposal scopes including pricing.

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

Click or tap here to enter text. TMI Sales can travel to any location in Minnesota to view work.

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

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

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.

See attached reference sheet

**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. TMI has many years of experience installing resinous flooring systems in Minnesota. TMI previously held a MN State Flooring contract and successfully completed many projects through this contract.

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

Click or tap here to enter text. To receive resinous flooring work and to gain a good reputation with the various customers by successfully completing their projects.

**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. No

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

Click or tap here to enter text. See attached Capability Statement and principal personnel list

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

Click or tap here to enter text. TMI has an accounting department and full time Scheduler. TMI's accounting department will work closely with customers as necessary to process and invoice orders. TMI's full time Scheduler will work closely with customers to coordinate a work schedule that meets customer needs.

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

Click or tap here to enter text. > 90%. Typically when TMI is unable to meet a project timeline it is due to something unforeseeable. Under this circumstance TMI works closely with the customer to address issues and complete the project.

**7. 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. The TMI Sales Team initially views new projects. TMI also has field support staff in the office who works with on site installers (Project Managers & Field Technicians). TMI can be available 24/7 depending on the project requirement. TMI often completes projects during off hours and during holidays.

**8. 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.

Sales and Accounting will be familiar with the contract scope items and pricing. TMI creates a detailed work order for every project. These work orders are using by TMI's crews for installation and will follow contract requirements.

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

Click or tap here to enter text.

The TMI Sales Team will work with potential customers to view work and guide them through the process.

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

Click or tap here to enter text.

TMI actively maintains a website and various other forms of digital marketing.

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

Click or tap here to enter text.

To obtain reliable installations at reasonable prices for various organizations.

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

Click or tap here to enter text.

TMI completes all work in accordance with the contract requirements.

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

Click or tap here to enter text.

TMI has worked with many different software applications to meet customer requirements.

**14. 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.

Resinous Flooring Installation

**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.

TMI will provide contracted pricing as necessary. TMI can provide a total price summary as necessary for projects.

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

Click or tap here to enter text.

TMI Sales will visit the site to view the area and talk to the customer to identify the project goals. Customers will determine the type of flooring they would like and TMI will provide input as needed to assist with decision making.

**5. Describe the examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.**

Click or tap here to enter text.

Typically customers will clean floors prior to TMI's arrival. TMI can complete cleaning for an additional cost. Surface preparation methods depend on the existing flooring and typically consist of shotblasting and/or diamond grinding. The TMI Scheduler has a phone conference with all customers prior to beginning work to review planning details.

**6. Describe your company's work hours when considering labor/service rates for weekdays, weeknights, weekends, holidays. Describe how much of your work is completed on weeknights, weekends, or holidays.**

Click or tap here to enter text.

Typical hours are Mon - Fri 7:00 am - 5:00 pm. TMI often works weeknights, weekends and holidays to complete work as the customer schedule requires.

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

Click or tap here to enter text.

See attached principal personnel list with resumes

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

Click or tap here to enter text. Minimum order requirements will include the mobilization costs and material cost. There will not be an surcharges.

**9. Describe your warranty and warranty process for all products and services.**

Click or tap here to enter text. All work will have a 1 year Labor and Material Warranty. After receiving a notice from the customer regarding a flooring issue, TMI will contact the customer to collect information and determine warrantability. If the work is confirmed a warranty, TMI will confirm a scope with the customer to address and schedule the work.

**10. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text. There are no restocking fees unless the customer elects to cancel a project or change the materials/system.

**11. 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. We accept check or ACH. Our standard payment terms are net 30.

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

Click or tap here to enter text. Pricing will be in accordance with the contract.

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

Click or tap here to enter text. If the contract allows for amendments, TMI can provide pricing for new systems.

**14. 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. Installation crews receive a detailed work order for every project which communicate the scope of work. The scope will meet contract requirements. Crew members also complete daily reports which the office monitors to ensure work is being complete as required.

**15. 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. TMI offers other scopes of work which will be available to customers upon request. The scopes include masonry restoration, fiberglass reinforced coatings, waterproofing, tank linings and more.

## 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

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 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/installer/reseller, submit your written authorization to act as a distributor for the manufacturer of the products proposed in this RFP.



3291 Terminal Drive  
St. Paul, Minnesota 55121  
P: 651 452 6100 F: 651 452 0598

## PRINCIPAL PERSONNEL

### **TRACY GLIORI – CEO/PRESIDENT/CORPORATE SALES**

Effective and results-driven leader leveraged to motivate diverse, professional teams to meet and exceed business goals. High-energy industrial painting executive with a solid track record of marketing protective coatings to private and public entities.

### **JARED WIESE – SECRETARY/CONTROLLER**

Highly accomplished controller with an extensive record of success in directing accounting functions and improving financial operations. Hands-on manager responsible for the overall daily operations of the office, including staff management and development.

### **SCOTT SALMON – CONSTRUCTION MANAGER**

Construction leader with extensive experience leading large end-to-end municipal and government projects. Partners with internal and external teams, including vendors, contractors, and engineers.

### **JAKE MOEN – QUALITY CONTROL MANAGER**

A highly motivated professional with extensive experience in managing personnel and quality control of projects.

### **TONY MACIEJ – SAFETY OFFICER**

Competent and accountable expert responsible for safety inspections at job sites to ensure compliance with requirements.

### **LIS BEISE – HUMAN RESOURCES COORDINATOR**

Effectively manages employee benefits, recruits, and onboard new employees. Acts as Equal Employment Opportunity (EEO) and safety coordinator, ensuring compliance with OSHA federal and state regulations.

### **SUPERINTENDENT**

Responsible for managing the completion of daily activities on job sites according to the project specifications, schedule, and the company's policies and practices. Determine sequences of painting operations and methods to be used and inspect work to be completed in compliance with requirements to maintain project schedule and budget.

- **FRED ARNOLD**
- **MARK BEHRENS**
- **DAN JACOB**
- **RENE ORTIZ**
- **MIGUEL RUIZ**

## **FLOOR COATING REFERENCE LIST**

### **TMI COATINGS, INC.**

3291 TERMINAL DRIVE  
ST. PAUL, MN 55121  
(651) 452-6100

#### **CUSTOMER/JOB LOCATION/CONTACT:**

##### **Greatbatch**

730 24th Avenue SE  
Minneapolis, MN 55414  
Contact: Kurt Carlson  
612-676-7210

##### **North American Bison Co-op**

1658 Hwy 281  
New Rockford, ND 58356  
Contact: Adam Progreba  
701-202-6070

##### **AMPI**

44 Commercial Street  
Hoven, SD 57450  
Contact: Kevin Hageman  
605-948-2211

##### **Land Mark Products**

2084 220<sup>th</sup> Street  
Milford, IA 51351  
Contact: Reza Zahedi  
665-759-4510

##### **Dakota Mobile Hydraulics**

111 32nd Avenue  
Brookings, SD 57006  
Contact: Paul Stein  
605-692-1970

##### **Bosch Automotive Service Solutions**

655 Eisenhower Drive  
Owatonna, MN 55060  
Contact: David Luepke  
507-455-7325

##### **934<sup>th</sup> Contracting Flight / LGC**

763 Military Highway, Building 729  
Minneapolis, MN 55450-2100  
Contact: Chin Dahlquist  
612-713-1428

#### **JOB DESCRIPTION:**

Prepared and painted ceiling decks and beams totaling 50,000 sq. ft. in multiple phases. Also, over 50,000 sq. ft. of flooring was coated over several mobilizations. TMI CHEM-RESIST epoxy flooring was installed at 1/8" thick, suitable for industrial use. Customer rated TMI excellent in service.

TMI abraded floors to prepare for new floor coating adhesion. Removed all loose and delaminating coating with diamond grinders with vacuum attachments. TMI applied cementitious urethane floor topping with aggregate fillers for slip resistance for safety. Adam said, "we like your guys' floor. It's great. The quality of the floor is really good. Rock solid."

TMI completed several flooring jobs for AMPI. TMI shotblasted and restored the floors prior to coating with a cementitious urethane product at 3/16" and other areas 1/4" thick. Owner stated he was very satisfied with our work.

Floors in the pizza topping line rooms were mechanically abraded with diamond grinders and top coated with a heavy-duty epoxy mortar. The owner said "the gentlemen working on the crew were very professional. All was good. Happy with the result, and happy with the quality. Work was completed on time which I was happy about. Crew leader asked us for our input on the finished texture which was much appreciated. Say thank you to the crew for me."

TMI restored severely eroded areas then applied cementitious urethane, a two-coat system. Paul stated, "everything went very smoothly, it was great to have TMI back!"

Floors were mechanically prepared and repaired prior to coating with an epoxy ESD (electrostatic dissipative) floor coating.

An Aircraft maintenance bay floor over 40,000 sq.ft. was stripped by shotblasting to remove all existing epoxy coating. A hybrid resinous flooring system consisting of a self leveling cementitious urethane base, a smooth body coat and high performance urethane top coat was installed to restore and protect the decades old hangar. Contract value was over \$750,000



**CUSTOMER/JOB LOCATION/CONTACT:**

**Snap-On-Tools**  
2600 U.S. Hwy 18 East  
Algona, IA 50511  
Contact: Ronald Bichel  
515-295-9734

**Morey's Seafood International LLC**  
742 Decatur Avenue North  
Golden Valley, MN 55427  
Contact: Mike McFee  
763-398-6240

**Magnolia Metal Corp.**  
63859 730 Rd  
Auburn, NE 68305  
Contact: Jay Von Bergen  
402-274-3152

**Chula Vista Cheese Co.**  
2923 Mayer Road  
Browntown, WI 53522  
Contact: Tim Pehl  
608-439-5211

**Thermo King**  
314 West 90<sup>th</sup> Street  
Bloomington, MN 55420-3693  
Contact: Theron Leoffler  
952-887-2501

**Aspirus Wausau Hospital**  
333 Pine Ridge Blvd  
Wausau, WI 54401  
Contact: Rene Gorski  
715-847-0085

**Country Pure**  
402 Yale St  
Houston, TX 7707  
Contact: Billy Sills  
713-869-3471

**JOB DESCRIPTION:**

TMI was contracted to restore and coat over 10,000 sq. ft. of industrial aiseways used for forklifts, carts, and heavy machinery over a holiday weekend. TMI vacuum steel shotblasted floors, restored cracks and failed joints and installed a cementitious urethane floor topping. A final top coat was applied to improve color stability. The facility manager commented on our crew's performance, "everything went well. The men that were on site were very good and left the area clean."

Installed protective flooring and coves on 8,000 sq. ft. of new concrete. TMI shotblasted and applied a self-leveling cementitious urethane floor topping. Upon completion, the customer stated, "TMI Coatings crew were the easiest guys to work with; the product is great."

TMI prepared several areas in a machine shop and foundry shower areas. Owner stated, "the floor worked out really good. TMI Coatings took care of our slick areas. The crew did a great job. They solved our problem."

TMI prepared and coated walls and floors in the New Brine Room. A cementitious urethane floor topping was installed. Walls were mechanically prepared and coated with FIBERLIFE, a fiberglass reinforced wall coating suitable and recommended for food plants. Customer stated, "we have used TMI Coatings products on multiple surfaces here with outstanding results."

Over 35,400 sq. ft. of flooring and aiseways were prepared by steel shotblasting and repaired prior to coating with TMI CHEM-RESIST epoxy flooring system. Various thicknesses and finish textures were applied depending on the traffic in the area.

TMI's CHEM-RESIST was applied to multiple mechanical room floors, such as the Chiller Rooms, Boiler Room, and Pump Room. The areas totaled over 15,000 square feet. Customer said, "we were very pleased with the installation and how it all turned out, it has held up well."

TMI coated multiple floors in packaging areas. We prepared the surfaces, completed floor restoration by restoring eroding concrete to surrounding plane, then *sloped* the floors and applied a cementitious urethane flooring system.

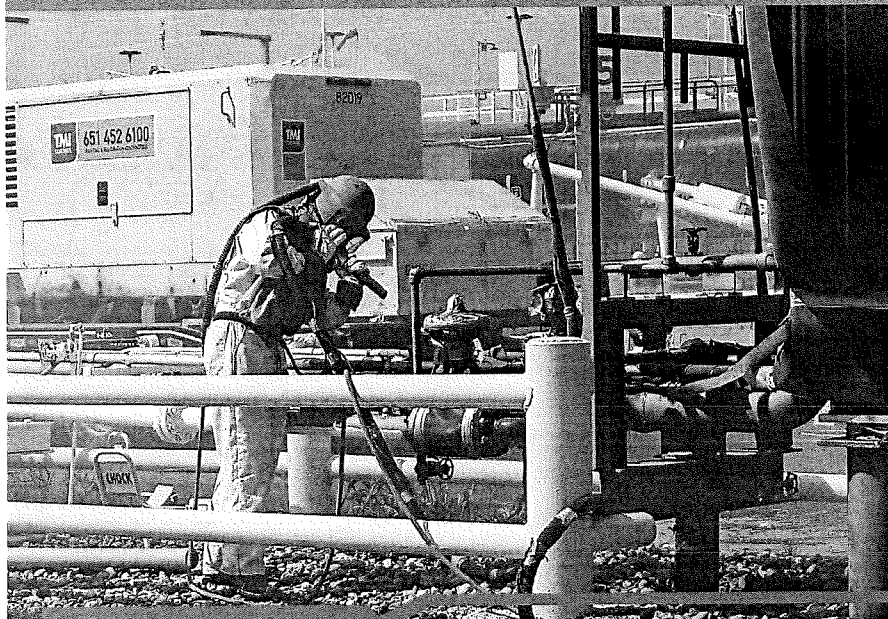


PAINTING &  
RESTORATION  
CONTRACTORS

TMI Coatings, LLC  
3291 Terminal Drive  
St. Paul, MN 55121

651-452-6100  
tmi@tmicoatings.com  
www.tmicoatings.com

## Capability Statement



### COMPANY OVERVIEW

TMI Coatings, Inc. is a painting and restoration contractor headquartered in St. Paul, MN. We have been providing industrial painting and restoration services to our customers since 1985.

- Our bonding limits are \$10m single and \$20m aggregate.
- We are capable of self-performing industrial painting projects and hazardous paint removal including lead abatement.

### BUSINESS DATA

Socio-economic certifications: WOSB  
DUNS: 13-154-8521  
CAGE Code: 0C364  
Unique Entity ID: HLBHHQA8CKG1

### NAICS CODES

238320 Painting and Wall Covering Contractors  
237110 Water and Sewer Line and Related Structures  
238110 Poured Concrete Foundation and Structure  
238330 Flooring Contractors  
238990 All Other Specialty Trade Contractors  
332812 Metal Coating, Engraving, and Allied Services to Manufactures

We specialize in applying protective coatings and linings on steel to reduce corrosion and perform concrete repair and restoration.

### INDUSTRIES SERVED

- Agriculture
- Manufacturing
- Food Processing
- Municipalities
- Utilities
- Property Management
- Federal Government
- Wastewater/Water
- Education

### DIFFERENTIATORS

- Woman-owned small business
- Over 39+ years in business
- Association for Materials Protection and Performance (AMPP) QP1 & QP2 certified
- Employ and train our own field technicians
- Several in-house NACE Certified Coating Inspectors
- Superintendents have AMPP Coating Application Specialist (CAS) Level 2 certifications

### CERTIFICATIONS



### PAST PERFORMANCE



US Army Corps  
of Engineers



**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	TMI Coatings, LLC
Date Filed:	05/07/2025
File Number:	1559827400057
Minnesota Statutes, Chapter:	322C
Home Jurisdiction:	Minnesota

This certificate has been issued on: 05/13/2025



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

**WRITTEN ACTION OF THE BOARD OF GOVERNORS  
OF  
TMI COATINGS, LLC**

**May 9, 2025**

The undersigned, constituting all of the members of the board of governors (the “Board”) of TMI Coatings, LLC, a Minnesota limited liability company (the “Company”), acting pursuant to the Minnesota Revised Uniform Limited Liability Company Act (the “Act”), hereby authorize, consent to and approve the following resolutions effective as of the date above, as if said resolutions had been adopted at a meeting duly called and held for that purpose, to-wit:

**OFFICER APPOINTMENTS**

**WHEREAS**, Steve Halverson has resigned from his position as President of the Company;  
and

**WHEREAS**, the Board desires to replace Steve Halverson as President of the Company and otherwise elect and appoint the individuals set forth below as the officers of the Company or, with respect to those individuals already appointed as officers, modify their positions as officers as set forth below.

**NOW, THEREFORE BE IT RESOLVED**, that the following persons be, and they hereby are, elected to, or ratified in their position in, as applicable, the offices of the Company set opposite their respective names to serve until their successors are duly elected and qualified, subject to their earlier death, disqualification, resignation or removal:

<u>Name</u>	<u>Office</u>
Tracy M. Gliori	President and Chief Executive Officer
Jared Wiese	Chief Financial Officer and Secretary
Scott Salmon	Construction Manager

**GENERAL**

**FURTHER RESOLVED**, that all authority conferred by these resolutions shall be deemed retroactive and any and all acts authorized hereunder performed prior to the adoption of these resolutions are hereby ratified, affirmed, adopted and approved.

**FURTHER RESOLVED**, that any officer of the Company is authorized to certify to all appropriate parties a copy of these resolutions, and such parties are hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and are hereby authorized to rely on any such additional certificates.

**FURTHER RESOLVED**, that the undersigned hereby approves and ratifies these resolutions via written action in lieu of a meeting thereof and further waives any notices that may be required for such a meeting by the Company's governing documents and applicable law.

**FURTHER RESOLVED**, that this written action may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this written action sent by facsimile or transmitted electronically in either Tagged Image File Format ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The pages of any counterpart of this written action containing any party's signature or the acknowledgement of such party's signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

*[This space intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned have caused this written action to be executed as of the date first written above.

**BOARD OF GOVERNORS:**

Signed by:

*Brian K. Smith*

A05241CA6572442...

Brian K. Smith

DocuSigned by:

*Steven E. Halverson*

1CE675B5A0C9473...

Steven E. Halverson

DocuSigned by:

*Tracy Giori*

3801708E3AD744F...

Tracy Giori

Signed by:

*Terry Tennant*

FF6CEA7AA0634DB...

Terry Tennant

\_\_\_\_\_  
Daniel Kleineman

IN WITNESS WHEREOF, the undersigned have caused this written action to be executed as of the date first written above.

**BOARD OF GOVERNORS:**

\_\_\_\_\_  
Brian K. Smith

\_\_\_\_\_  
Steven E. Halverson

\_\_\_\_\_  
Tracy Gliori

\_\_\_\_\_  
Terry Tennant

  
\_\_\_\_\_  
Daniel Kleineman

## Forms & Signatures

### RFP #25.14 Resinous Concrete Floor Coatings

#### 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	<u>TMI Coatings, LLC</u>	Date	<u>5/13/2025</u>
Address	<u>3291 Terminal Drive</u>	City, State, Zip	<u>St. Paul, MN 55121</u>
Contact Person	<u>Tracy Gliori</u>	Title	<u>Chief Executive Officer</u>
Authorized Signature	 <u>Tracy Gliori</u>	Title	<u>President</u>
Email	<u>tmi@tmicoatings.com</u>	Phone	<u>651-452-6100</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.

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

# **EDGAR Certification Form**

## **2 CFR Part 200**

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

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

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

#### **(A) 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.

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**(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 TMI Coatings, LLC

Authorized  
Signature



Full Name Tracy Gliori

Title President

## Subcontractor Utilization Form

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

Solicitation Name: None  
Solicitation Number: \_\_\_\_\_  
Supplier Name: \_\_\_\_\_

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

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: \_\_\_\_\_



January 10, 2017

**The Sherwin-Williams Company**  
19 7<sup>th</sup> Street NE  
Rochester, MN 55901

RE: Qualified Applicator Letter

This letter is to serve notice of the relationship between The Sherwin-Williams Company and TMI Coatings Inc. The Sherwin-Williams Company recognizes TMI Coatings Inc as a qualified installer of Sherwin-Williams Coatings Systems.

If I can be of any further assistance, please feel free to contact me at 507-259-9446 or [swrep5634@sherwin.com](mailto:swrep5634@sherwin.com).

Sincerely,  
Scott R. Duckert  
Protective and Marine Sales Representative  
NACE Coating Inspector Level 2- Certified  
Cert. No. 42751

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
05/15/2025

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(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> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center		
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@wtwco.com		
<b>INSURED</b> TMI Coatings, LLC 3291 Terminal Drive Eagan, MN 55121	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> American Guarantee and Liability Insurance		26247
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** W39033346**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>			GLO 9310210-22	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>			BAP 9310209-22	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			SXS 3105633-04	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 9310211-23	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/> No	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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ACORD 25 (2016/03)

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SR ID: 27774141

BATCH: 3964419





## **Evaluation Report**

### **RFP #25.14 Resinous Concrete Floor Coatings**

#### **Description of Solicitation**

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for resinous concrete floor coatings on April 15, 2025. The intent of the solicitation was to secure an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a quality, manufactured line of resinous concrete floor coating systems that are stain, slip and chemical resistant to serve high and low traffic areas, at consortium level discounted pricing. The Supplier must be able to provide all labor and installation services as it relates to a turnkey solution.

The solicitation was due on May 13, 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 Joni Puffett, CPC Procurement Solutions Program Director; Melissa Mattson, Director of Administrative Services at Lakes Country Service Cooperative; and Amy Lohse, CPC Procurement Specialist.

Two proposals were received by the submission deadline. They included SwedeBro, Inc & TMI Coatings, Inc. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Both proposals were found to be compliant and deemed responsive.

Evaluators met virtually to conduct their consensus evaluation and proposed recommendation on May 22, 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 require clarifications regarding the Supplier's response.

- SwedeBro, Inc. clarified business status, states where they provided services, and mileage/per diem pricing.
- TMI Coatings, Inc. clarified state business/contractor licensing requirements, authorization to act as a dealer, states where they provided services, references in the public sector, and per diem pricing.

The evaluation committee agreed on the following:

**SwedeBro, Inc.**

1. Service provider installing Sherwin Williams products.
2. High dedication to customer service.
3. Offers "Good, Better, Best" options to meet the needs and budget of the clients.
4. Provides a lead installer for each project.
5. Provides a range of extended warranty options.
6. Willing to work in all 3 states (MN, ND, SD).
7. Will work with board approval dates that delay 30 day payment period.
8. Minimum fee of \$2,500.

**TMI Coatings, Inc.**

1. Service provider installing Sherwin Williams products.
2. Holds no other cooperative service contracts.
3. Actively attends trade shows and trainings to remain viable in the industry.
4. Willing to work in all 3 states (MN, ND, SD).
5. Able to work nights, weekends, and holidays to complete projects on time.
6. Minimum order requirements include mobilization and material costs.
7. Offer a one year warranty on labor and material.

**Recommendation**

After analysis of the Vendor/s proposals, the Evaluation Committee recommends that a contract be awarded to SwedeBro, Inc.

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

Signed by:

*Joni Puffett*

BE0ED0E17BEC407...

Joni Puffett, CPPB  
Procurement Solutions Program Director

DocuSigned by:

*Melissa Mattson*

5D1ADA01D09E40F...

Melissa Mattson, Director of Administrative Services  
Lakes Country Service Cooperative

DocuSigned by:

*Amy Lohse*

381BD7419D4404FE

Amy Lohse, CPC Procurement Specialist

### RFP Evaluation; Master Score Sheet

		SwedeBro	TMI Coatings
Criteria	Points	Average Points Awarded	Average Points Awarded
Technical Points	300	286	267
<b>Total Technical Points</b>	<b>300</b>	<b>286</b>	<b>267</b>
Proceed to Pricing Evaluation?	Yes/No	Yes	Yes
<b>Pricing Proposal</b>			
Pricing Schedule	200	185	173
<b>Total Pricing Points</b>	<b>200</b>	<b>185</b>	<b>173</b>
<b>Total Score</b>	<b>500</b>	<b>471</b>	<b>440</b>

May 27, 2025

TMI Coatings, Inc.  
Attn: Tracy Giori  
3291 Terminal Drive  
St. Paul, MN 55121

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**Award Decision, RFP #25.14 Resinous Concrete Floor Coatings**

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Dear Tracy:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) # 25.14 Resinous Concrete Floor Coatings.

The evaluation team, using the criteria outlined in the RFP documents, have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

The evaluation team did not select your proposal for award.

CPC thanks you for your proposal and interest in this RFP and looks forward to your participation in future RFPs for similar engagements.

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

Sincerely,

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

---

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

May 27, 2025

SwedeBro, Inc.  
Attn: Chad Hanson  
1409 159th Ave NE  
Ham Lake, MN 55304

---

**Award Decision, RFP #25.14 Resinous Concrete Floor Coatings**

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Dear Chad:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.14 Resinous Concrete Floor Coatings.

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 Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

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

---

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




## Contract Offer & Award

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


### Part I: Supplier

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

Business Name	<u>SwedeBro, Inc.</u>	Date	<u>4/30/25</u>
Address	<u>1409 159th Ave NE</u>	City, State, Zip	<u>Ham Lake, MN 55304</u>
Contact Person	<u>Chad Hanson</u>	Title	<u>President</u>
Authorized Signature	<u></u>	Title	<u>President</u>
Email	<u>chanson@swedebro.com</u>	Phone	<u>763 434 9237</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.

Agency	<u>Cooperative Purchasing Connection</u>	Authorized Signature	<u></u>
Name	<u>Melissa Mattson</u>	Title	<u>Director of Administrative Services</u>
Awarded this	<u>27th</u> day of <u>May</u>	Contract #	<u>25.14 - SWB</u>
Contract/Agreement to Commence	<u>July 1, 2025</u>		