

# Solicitation Audit Checklist

**Proposal:** RFP #25.7 Hardwood & Synthetic Sports Flooring

**Awarded Vendor(s):** FLR Sanders, Inc.

**Award Date:** 11/1/24 **Contract Number:** 25.7 - FLR

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

**AFFIDAVIT OF PUBLICATION**

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:

09/25/2024, 10/02/2024

and that the fees charged are legal.  
Sworn to and subscribed before on 10/02/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$25.08	
Tax Amount:	\$0.00	
Payment Cost:	\$25.08	
Order No:	10585754	# of Copies:
Customer No:	1248830	0
PO #:	LABD0161918	

**THIS IS NOT AN INVOICE!**

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

NICOLE JACOBS  
Notary Public  
State of Wisconsin

**RFP 25.7 Hardwood & Synthetic Sports Flooring**  
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.7 – Hardwood & Synthetic Sports Flooring.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).

Proposals must be uploaded to Public Purchase before 11:00 a.m. CT on Friday, October 25, 2024, and late proposals will not be considered.

Published September 25, October 2 2024, at the total approximate cost of \$25.08 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com)

LABD0161918

## AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Danielle Underwood, 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:

Sep. 25, 2024, Oct. 2, 2024

**NOTICE ID:** siqb0sA9mL0pXFjdgpEN

**PUBLISHER ID:** COL-ND-0557

**NOTICE NAME:** RFP 25.7 Bismarck Tribune

**Publication Fee:** \$91.08

*Danielle Underwood*

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

### VERIFICATION

State of Pennsylvania  
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal

Nicole Burkholder, Notary Public

Lancaster County

My commission expires March 30, 2027

Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/02/2024

*Nicole Burkholder*

Notary Public

Notarized remotely online using communication technology via Proof.

### RFP 25.7 Hardwood & Synthetic Sports Flooring

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9/25, 10/2 - COL-ND-0557





## AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

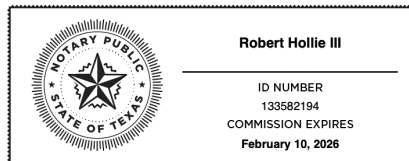
Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: **ND Bids/Proposals Notice**; (1) time: *Wednesday, September 25, 2024*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

(Signed) Yuade Moore

### VERIFICATION

State of Texas  
County of Bexar



Subscribed in my presence and sworn to before me on this: **09/26/2024**

Ab

Notary Public  
Electronically signed and notarized online using the Proof platform.

RFP #25.7 Hardwood & Synthetic Sports Flooring

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Proposals must be uploaded to Public Purchase **before 11:00 a.m. CT on Friday, October 25, 2024**, and late proposals will not be considered. (Sep. 25, 2024)

## AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA       )  
COUNTY OF HENNEPIN )



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

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

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

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

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

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune      09/25/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	498102
StarTribune      10/02/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	498102

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:      **\$201.60**

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:      10/02/2024

*Diane E. Rak Kleszyk*



Notary Public





STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

**NOTICE OF MORTGAGE FORECLOSURE SALE**  
THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE 30 DAY NOTICE PERIOD IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: October 8, 2010  
MORTGAGOR: Scott R. Scheunemann and Kathryn A. Scheunemann, husband and wife.  
MORTGAGE: Mortgage Electronic Registration Systems, Inc. as nominee for PHH Home Loans, LLC its successors and assigns.  
RECORDING: RECORDED OCTOBER 15, 2010 Ramsey County Recorder, Document No. 4247133.  
ASSIGNMENTS OF MORTGAGE: Assigned to: NewRez LLC d/b/a Shellpoint Mortgage Servicing, Dated July 19, 2014 Recorded July 22, 2014 as Document No. 0503246.  
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.  
IDENTIFICATION NUMBER: MORTGAGE: 1001875-00000330303-4  
LENDER OR BROKER AND MORTGAGE ORIGINATOR: STATED ON MORTGAGE: PHH Home Loans, LLC  
RESIDENTIAL SERVICER: NewRez LLC d/b/a Shellpoint Mortgage Servicing  
ADDRESS: 4075 Valentine Crest Road, Arden Hills, MN 55112  
TAX PARCEL ID #: 283023120047  
LEGAL DESCRIPTION OF PROPERTY: Block 5, Valentine Hills No. 2 Ramsey County, Minnesota  
COUNTY IN WHICH PROPERTY IS LOCATED: Ramsey  
PRINCIPAL AMOUNT OF MORTGAGE: \$155,400.00  
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY PAID: \$66,889.50  
That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgage complied with all notice requirements as required by statute.  
That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage for 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: November 26, 2024 at 10:00 AM  
PLACE OF SALE: Ramsey County Sheriff's Office, Process Room 360, 250 Ashland St., Suite 111 St. Paul, MN to pay the debt then secured by said mortgage, and taxes, if any, on said sale premises, and the costs and expenses of the sale, and any fees allowed by law subject to redemption within twelve (12) months from the date of said sale by the mortgagor(s), its personal representative(s) or heirs, unless reduced to Five (5) weeks under MN Stat. §580.07.  
TIME AND DATE TO VACATE PROPERTY: The property is to be vacated by the mortgagor(s) if they are occupying single-family dwelling, unless otherwise provided by law.



**From:** [Public Purchase](#)  
**To:** [Joni Puffett](#)  
**Cc:** [Amy Lohse](#); [Melissa Mattson](#); [Jane Eastes](#)  
**Subject:** [External]Release Successful on Bid RFP #25.7 - Hardwood & Synthetic Sports Flooring  
**Date:** Friday, September 27, 2024 9:00:09 AM

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Joni Puffett:

Bid "RFP #25.7 - Hardwood & Synthetic Sports Flooring"  
Status: Release Successful on Sep 27, 2024 9:00:00 AM CDT

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=192658>

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= j5CCZecF/0glQSNCatHKyw==

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 #25.7 – Hardwood & Synthetic Sports Flooring**

CPC is seeking qualified, experienced Supplier(s) equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of hardwood and synthetic sports flooring, accessories and installation services, at consortium level discounted pricing. Suppliers must possess the necessary resources to acquire, perform, and deliver hardwood and synthetic sports flooring systems, materials, and labor to participating agencies. CPC will require that Suppliers provide the scope of work as indicated in these technical specifications as a full turnkey solution. However, CPC is aware that Suppliers may specialize in only providing and installing hardwood and/or synthetic sports flooring systems or striping, lining, and marking of these facilities. Under the terms of this solicitation, CPC reserves the right to accept or reject any responses that do not offer a turnkey solution.

**Due: 11:00 a.m. CT on Friday, October 25, 2024**

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

**RFP Facilitator:**  
Joni Puffett  
Procurement Solutions Program Director

**Published in:**  
Star Tribune  
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Bismarck Tribune

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## **I. Introduction to CPC**

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

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

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

## **II. Solicitation Description**

CPC is seeking qualified, experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of hardwood and synthetic sports flooring, accessories and installation services, at consortium level discounted pricing. Suppliers must possess the necessary resources to acquire, perform, and deliver hardwood and synthetic sports flooring systems, materials, and labor to participating agencies. CPC will require that Suppliers provide the scope of work as indicated in these technical specifications as a full turnkey solution. However, CPC is aware that Suppliers may specialize in only providing and installing hardwood and/or synthetic sports flooring systems or striping, lining, and marking of these facilities. Under the terms of this solicitation, CPC reserves the right to accept or reject any responses that do not offer a turnkey solution.

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.

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.

CPC intends to award this solicitation to one or more Suppliers based on who can offer acceptable products and services that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract if pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

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

1. Pricing discounts offered on a full range of quality products and supplies.

2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts held firm for the duration of the contract term.

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

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from 2020-2024, CPC participating agencies have purchased just over \$8 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.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially more than, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the 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.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

### **III. Responding Minimum Qualifications**

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

Responding Suppliers must demonstrate their ability, capacity, and available resources to provide the requested products and/or services to participating agencies. Suppliers are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of experience with obtaining, producing, delivering, and supporting the product lines offered.

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. Technical Specifications**

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

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

#### **A. General**

1. 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. Supplier must possess the necessary resources to provide a comprehensive training and support program on the operation and use of the resulting hardwood and synthetic sports flooring contract. Services offered must be applicable to the scope of this solicitation.
4. Supplier must consult and work with participating agencies to assess and evaluate their existing indoor athletic, recreational, and auditorium hardwood and synthetic flooring systems. Such systems can be found within gymnasiums, locker rooms, weight training rooms, multipurpose rooms, auditoriums and related facilities to determine and develop a comprehensive solution to maintain, repair, renovate, resurface, or replace an existing flooring system to a condition that meets or exceeds federal, state, local and/or industry standards.
5. Supplier must comply with current state or local jurisdiction building permits that may be required.
6. Supplier must perform the necessary work required to restore, repair, and renovate an existing agency’s hardwood and synthetic sports flooring system to good working conditions and meet or exceed the agency’s requirements, manufacturer’s specifications, industry standards and other governing agencies’ rules, regulations, and requirements.
7. Supplier must ensure all projects comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et. seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.

#### **B. Equipment and Supplies**

1. 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.
2. All products and related accessories must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
3. Provide the necessary manpower, supplies, materials, and equipment to properly and professionally stripe, line and provide all event markings required for athletic/recreational events to be held within the facility.
4. Provide the necessary athletic event hardware, equipment, and accessories to properly conduct the identified events in accordance with the states’ organizations that govern and oversee those athletic/sport activities identified.
5. Confirm all flooring system products and materials will be warrantied to the extent that it:
  - a. Has been manufactured, shipped, stored, and applied in accordance with industry and manufacturer’s specifications and instructions.
  - b. Will hold fast and/or adhere to the sub-flooring system as designed and intended.
  - c. Will perform as specified in these specifications.
  - d. Will not de-laminate, bubble, warp, blister, fade, crack, or wear excessively during the required guarantee period as indicated herein and under normal use and intended purpose.
6. Acquire and perform the required site work to prepare the participating agency’s project site to have a flooring system installed. Such work may include, but is not limited to: clearing,



- demolishing, scraping, removing, filling, leveling, sanding, or new construction to prepare the sub-floor or existing floor for installation of the flooring system.
7. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods.
  8. 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.
  9. Substitutions.
    - a. 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.

### **C. 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 a discount price schedule for all categories of products available and labor/services offered in this solicitation.
3. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below, 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. 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.
5. 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 typed on the Supplier's letterhead and emailed to CPC;
  - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
  - d. It is accompanied by documentation acceptable to CPC 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 such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's

current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

6. CPC expects Suppliers to offer their very best prices. If a Supplier offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

#### **D. 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. 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. Applicability: The prevailing wage applies to a contract or work under a contract, under which:
  - a. Only one (1) trade or occupation is required to complete it and the project is greater than \$2,500; or
  - b. The estimated total cost of completing the project is greater than \$25,000.For questions regarding prevailing wage laws, contact the Minnesota Department of Labor and Industry.
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.
5. Assess and determine existing site conditions and the participating agency's expectations for the flooring system to be provided. Develop a proposed solution for conformity and meet the participating agency's expectations while ensuring the following:
  - a. The sub-flooring systems are level and adequate to support and facilitate the proposed hardwood flooring system. Moisture barriers must be adequate for proposed site condition and environment.
  - b. The flooring solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
  - c. Provide consulting, refinishing, and maintenance services for the various existing flooring systems within educational and public athletic, recreational, performing arts, and multi-purpose facilities.
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.

#### **E. Hardwood – Qualifications**

1. Quality assurance for new, replacement, repair, and renovation of hardwood flooring systems.
  - a. Inspect existing floor area including the concrete slab and sub-floor to determine current conditions and to determine the scope of work with the participating agency for either:
    - i. Installing a new or replacement flooring system.
    - ii. To repair or renovate a flooring system, bring up to industry standards and in compliance with all codes.
    - iii. Inspect for proper tolerance and dryness and report any discrepancies to the participating agency.
    - iv. The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer's standards, which were utilized to establish the conditions.
  - b. Flooring shall be delivered to the premises and be allowed to acclimate to building conditions on the job-site in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed eight percent (8.0%).
  - c. All skids of flooring bundles should be opened and spread out to acclimate the flooring to environmental conditions in the building when applicable.
  - d. Installation shall be handled directly by a factory certified installer with the appropriate license if required by the manufacturer.
  - e. Materials provided shall incorporate the latest manufacturer's design improvements and materials current at the time of shipment, provided that such improvements and materials are consistent with the intent of these specifications.
2. Project submittals -- new, replacement, repair, and renovation of hardwood flooring systems.
  - a. Provide a description to the participating agency of all site preparation, materials, and supplies to be furnished even if provided by others.
  - b. Samples of material and color charts for striping for the architect and participating agency to develop the color scheme.
  - c. List all deviations from manufacturer's specifications, if any.
  - d. Upon completion, provide the participating agency with a written record certifying that the proposed work has been completed and inspected to ensure that it is in accordance and compliance with all federal, state, manufacturer, and industry standards.



- e. Detail a breakdown of all costs associated with the design of, manufacturing of, delivery of, installation of, and warrant of the hardwood flooring system.
- 3. Design criteria -- new, replacement, repair, and renovation of hardwood flooring systems.
  - a. All hardwood flooring systems must be tested and meet or exceed all athletic performance requirements according to the International Standard DIN 18032, Part 2.
  - b. Independent DIN testing laboratory shall have Scientific Boy Membership in the International Association of Sports Surface Sciences (ISSS). Test equipment shall have been calibrated and certified through the ISSS.
  - c. DIN testing engineer shall be an ISO 17025 System member rated for each test conducted.

#### **F. Hardwood – Flooring Materials**

- 1. The hardwood flooring systems being installed must be manufactured by manufacturers specializing in hardwood flooring, have at least ten (10) years' experience in manufacturing hardwood athletic flooring, and hold a proven record for customer satisfaction.
- 2. All components and materials must meet or exceed all local and state building codes, industry standards, the Maple Flooring Manufacturers Association (MFMA) and Consumer Product Safety Commission (CPSC) standards.
- 3. Flooring shall be Northern Hard Maple standard strip flooring. 25/32" thick x 3 1/4", 2 1/2", 2 1/4", or 1 1/2" wide; third grade and better, grade marked and stamped as produced by the manufacturer.
- 4. Concrete slab surface vapor barrier shall be a minimum of six (6) mil. polyethylene.
- 5. Wall base shall be 4" x 3" x 4" heavy-duty molded, vented, rubber or vinyl cove base with pre-molded outside corners as supplied the flooring manufacturer.
- 6. Finish for new, replacement, repair, and renovation of hardwood flooring systems.
  - a. Materials shall be reasonably free from toxicity and objectionable odors. Container labeling must be in accordance with federal regulations governing the handling of hazardous materials.
  - b. Seal and finish product must be approved by the current MFMA "Athletic Flooring Sealer and Finish Specifications and Conformance List". A listing on the MFMA Floor Sealer and Finish List shall serve as evidence of approval.
  - c. All floor finish must be applied in accordance to the manufacturer's instructions.

#### **G. Hardwood – Subfloor Types and Systems:**

- 1. Subfloor system types to include but are not limited to: Resilient Pre-Engineered Fixed Panel Subfloor System, Resilient Fixed Plywood Sleeper with Continuous Subfloor System, Double Plywood Subfloor System, and Sleeper and Sleeper with Plywood Subfloor Systems.
  - a. Subfloor sleepers shall be factory-drilled engineered sleepers with resilient pads spaced per flooring manufacturer's design.
  - b. Subfloor panels shall be 15/32" x 4' x 8' APA (or flooring manufacturer approved equivalent) Rated Sheathing, Exposure 1, minimum 4-ply or per flooring manufacturer design.
  - c. Cushioning pad(s) shall be supplied and installed per manufacturer's instructions.
  - d. Cushioned Sleepers shall be 2" x 3" x 4" nominal KD Hemlock, Spruce, Pine or Fir with pads as supplied by flooring manufacturer.
  - e. Subfloor anchoring system shall be per flooring manufacturer design.
  - f. Flooring fasteners shall be 2" barbed cleats or 15-gauge coated staples, unless otherwise specified by flooring manufacturer.
- 2. Basket Weave Subfloor Systems and Basket Weave with Pads Subfloor System.
  - a. Basket Weave: Wooden subfloor shall be 1" x 6" nominal KD Gym Grade Hemlock, Spruce, Pine or Fir, S2S or S4S as supplied by flooring manufacturer.

- b. Install 1" x 6" subfloor diagonally to the long dimension of the room at a 25-degree angle or 45-degree angle. The ends of the 1"x 6" shall be butted or spaced per the flooring system manufacturer's instructions and side spacing 2" or 6" between adjoining 1" x 6" with or without pads and spaced per the manufacturer's instructions. Maintain a 2" expansion void on the walls and at all vertical obstructions.
  - c. The top layer of 1" x 6" subfloor shall be laid in the opposite direction to the first layer, at a 25 degree or 45-degree angle to the long dimension of the room so that no end joints fall over any end joints of the first layer. The ends of the second layer of 1"x 6" shall be butted or spaced per the flooring system manufacturer's instructions and side spacing 2" between adjoining 1" x 6". Secure the two layers at each intersection using nails or staples. Maintain a 2" expansion void on the walls and at all vertical obstructions.
3. Installation of Subfloor.
- a. The wood flooring shall not be installed until all masonry, plastering, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and working.
  - b. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the flooring system. Moderate room temperature of 65 degrees or more shall be maintained for a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions which will prevail when the building is occupied. Care should be taken to maintain humidity within the range of 35% to 50%.
  - c. Cover entire concrete slab with surface vapor retarder, lapping joints a minimum of 6" or as specified by the vapor retarder manufacturer.

#### **H. Hardwood – Floor Types:**

1. Resilient Pre-Engineered Fixed Panel System and Resilient Fixed Plywood Sleeper with Continuous Floor System.
  - a. Install pre-engineered subfloor panels per manufacturer's instructions, perpendicular or diagonal to the finished flooring in a brick pattern. Space subfloor panels according to flooring manufacturer's recommendation. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas are subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position.
  - b. Install subfloor sleepers perpendicular to the finished flooring staggering joints, spacing subfloor panels according to manufacturer's recommendation. Sleepers shall be spaced per floor manufacturers design.
  - c. Install subfloor system using concrete anchors per flooring manufacturer's instructions. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position. Provide 2" expansion voids at the perimeter and at all vertical obstructions.
  - d. Attach subfloor panels to the sleepers using 1-1/4" nails or staples 12" o.c., spacing plywood 1/4" on all sides and edges, end joints staggered 4' and breaking on the sleepers. Provide 2" expansion voids at the perimeter.
  - e. Install maple flooring parallel to the main playing court by nailing or stapling per manufacturer's instructions.
  - f. Space joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
2. Double Plywood Floor System.

- a. Install first layer of subfloor plywood opposite the direction of the maple flooring, 1/4" spacing all edges and breaking joints 4' - Provide 2" expansion voids at perimeter and all vertical obstructions. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position. The underside of the first layer shall have 32 cushion pads per sheet attached 12" o.c. and 6" from edges of subfloor material on all sides. Provide 2" expansion voids at the perimeter and at all vertical obstructions.
  - b. The second layer of subfloor material shall be laid diagonally (45 degrees) (option: Install both layers of plywood at 45-degree angles to finished flooring) over the first layer, 1/4" spacing all edges, and breaking joints 4'. Attach second layer of subfloor material with nails or staples 12" o.c. Provide 2" expansion voids at the perimeter and at all vertical obstructions.
  - c. Install maple flooring parallel with main playing court by nailing or stapling approximately 12" o.c. or as specified by the flooring manufacturer.
  - d. Space joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
3. Sleeper and Sleeper with Plywood Floor System.
    - a. Install sleepers end-to-end at right angles to the direction of the finished flooring with end joints staggered a minimum of 24". The sleepers shall be spaced 9" o.c. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position.
    - b. Maintain a 2" expansion void at the walls and at all vertical obstructions.
  4. Sleeper with Plywood System.
    - a. Install sleepers end-to-end at right angles to the direction of the finished flooring with end joints staggered a minimum of 24". The sleepers shall be spaced 12" o.c. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by manufacturer, install recommended blocking below bleachers in the extended position. Maintain a 2" expansion void at the walls and at all vertical obstructions.
    - b. Install plywood over sleepers at 90-degree angle to direction of finished flooring, 1/4" spacing all edges and breaking joints 4'. Attach with nails or staples 12" o.c.
    - c. Install maple flooring parallel with the main playing court by nailing or stapling approximately 12" o.c. or as specified by the flooring manufacturer.
    - d. Space joints between flooring strips to allow for intermediate expansion, in accordance with local humidity conditions.
  5. Basket Weave Systems.
    - a. Flooring shall be MFMA-RL Northern Hard Maple or MFMA-FJ Northern Hard Maple; 25/32" thick x 3-1/4", 2-1/2", 2-1/4" or 1-1/2" wide; First, Second and Better, Third and Better, Third Grade or Utility Grade: T & G and EM; grade marked and stamped as produced by an MFMA member manufacturer.
    - b. Install maple flooring parallel with the main playing court by nailing or stapling approximately 12" o.c.
    - c. Space joints between flooring strips to allow for intermediate expansion, in accordance with local humidity conditions.
    - d. Provide 2" expansion voids at the perimeter and at all vertical obstructions.

**I. Hardwood – Floor Sanding:**

1. Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.
2. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface.
3. Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.
4. Final sanding shall be with 100 or 120 grit sandpaper.
5. Screen with a 120-grit disc to eliminate chatter, stop marks and sanding patterns.
6. Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
7. On scrubbed floors, apply patch coat of finish, if required in heavily worn areas. Allow patch coats to dry, abrade and tack, in accordance with product manufacturer's instructions.

**J. Hardwood – Finishing:**

1. Inspect the entire area of floor to ensure that surface is acceptable for finishing, completely free from sanding dust.
2. Apply seal and finish per manufacturer's instructions.
3. Paint game lines as shown on drawings, between seal and first coat of finish. Game line paint shall be compatible with finish.

**K. Hardwood – Base and Threshold Installation:**

1. Install vented cove base by anchoring to walls with base cement, screws or anchors.
2. Miter inside corners and use pre-molded outside corners.
3. Metal threshold at doorway to comply with flooring manufacturer or industry standards.

**L. Hardwood – Flooring Renovation, Refinishing and Repair Projects:**

1. Repairs must match wood and construction in the floor or stage.
2. Replacement flooring shall not be installed until all masonry removal of damaged flooring and the repair of any sub-floor conditions that exist is completed. The building must be reasonably dry; heating, air conditioning and ventilation systems must be working, and the area closed to the public.
3. Remove damaged or worn wood, as needed.
4. Repair or renovate the subfloor as needed.
5. Dispose of old wood in accordance with local and state laws. Do not dispose of wood until the participating agency examines it.
6. Examine moisture barrier. If damaged or worn, replace with 6-mil polyethylene membrane.
7. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the new flooring sections. Moderate room temperature of sixty-five (65) degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain humidity within the range of 35% to 50%.
8. Prior to refinishing, floor shall be scrubbed, stripped, or sanded, as requested or required by the participating agency.

**M. Hardwood – Finish:**

1. On scrubbed floors, apply coat of finish to floor in accordance with product manufacturer's instructions. Apply additional coat of finish, if requested by the participating agency.
2. On stripped or sanded floors, apply a coat penetrating sealer. Use penetrating stain, if required by the participating agency.
3. Allow sealer or stain to dry in accordance with product manufacturer's instructions.

4. Upon completion of any striping or line markings, the Supplier shall obtain written acceptance and approval of the markings by the participating agency as being complete and meeting their requirements.
5. Facility markings and layouts must meet and comply with the governing bodies for any athletic and activity event in the scope of work for the participating agency's project.
6. Prepare floor for second coat of penetrating sealer or stain, or a coat of finish, in accordance with product manufacturer's instructions.
7. Ensure there is no draft and that the floor remains free of dust, dirt and debris during product application and drying.
8. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
9. After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.

**N. Hardwood – New Floors, Refinishing and Renovation Projects:**

1. Supplier must consult with the participating agency to determine if the floor is to be sealed and finished with solvent-based or water-based products.
2. Supplier must follow proper floor sanding requirements in accordance with MFMA and the manufacturer's instructions.
3. Supplier must follow proper floor finishing requirements in accordance with MFMA and the manufacturer's instructions.
4. Striping and game lines must be accurately applied after the first seal coat, after buffing and vacuuming. Layout will be in accordance with drawings. The Supplier must confirm and will be held responsible for ensuring that all game lines use current rules of associations having jurisdiction. Lines shall be straight with sharp edges using colors and patterns approved by the participating agency. The Supplier will use proper floor lining paint that is compatible with the seal and finish coating products.
5. Allow seal coat and game lines to dry in accordance with manufacturer's instructions.
6. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
7. Apply two or three coats of finish, allow proper drying time and follow proper abrading procedures between coats in accordance with MFMA and product manufacturer's instructions.
8. Ensure there is no draft and that the floor remains free of dust, dirt, and debris during product application and drying.
9. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
10. After finishing the floor, ensure that it is closed to traffic and activities in accordance with product manufacturer's instructions.

**O. Hardwood – Project Completion:**

1. All unused materials and debris are to be removed from premises and disposed of properly.
2. Upon completion of the work, Supplier must present the participating agency with all documents necessary to close out the project, but not limited to:
  - a. Certificate of occupancy;
  - b. Maintenance manuals;
  - c. Two (2) copies of "as built" project drawings;
  - d. One (1) copy of each procedure of using and maintaining the materials and equipment installed;
  - e. Executed warranties on installed products and equipment; and
  - f. SDS sheets for any supplied materials.



3. Upon completion of floor installation, the participating agency, attendants or individuals in charge are responsible for the upkeep of the flooring system and are to see that the care and maintenance instructions of the MFMA and the flooring manufacturer are followed.

**P. Hardwood – Warranty:** Supplier must ensure that all products and supplies purchased by a participating agency are warranted against any defects in design, workmanship and as suitable use intended for a period equal to the original manufacturer's warranty period.

1. All equipment and supplies must carry, at a minimum, a 12-month manufacturer's warranty.
2. The Supplier must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms.
3. Equipment warranties must be clearly and visibly stated.
4. Supplier must perform and complete any warranty work required in accordance with these specifications.
5. Supplier may offer and extend warranties or maintenance agreements, if available, at an additional cost to participating agencies. Extended warranties or maintenance agreements must be offered as a separate line item.

**Q. Multi-Purpose Synthetic/Rubber Flooring Systems:** Supplier will manufacture, obtain, deliver and install synthetic/rubber floor systems over concrete and/or plywood sub-floors in accordance with all applicable federal and state codes and industry standards. Supplier will obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing synthetic flooring systems to a functional and operational conditions in accordance with the manufacturer's and industry standards. This work may include but is not limited to:

1. Assessing and determining existing site conditions and participating agency's expectations for the flooring system to be provided.
2. Developing a proposed solution to conform to and meet the participating agency's expectations while considering and ensuring the following:
  - a. Provide only products that are factory certified by a nationally recognized manufacturer and are installed by licensed, factory certified installers.
  - b. Provide consulting, refinishing, maintenance services for the various synthetic/rubber flooring systems that exist within educational and governmental institutions.
  - c. Provide after-the-sale ongoing inspection and maintenance services to ensure proper operation, maintenance and upkeep of synthetic flooring systems installed.
  - d. Provide labor, materials, equipment and supervision necessary to complete installation of, refinishing, renovation and maintenance of synthetic flooring systems.
  - e. Provide extensive experience in repairing, renovation, and refinishing of synthetic flooring systems.
  - f. The flooring solution proposed is adequate and functional within the existing site conditions and will comply with all local, state and federal codes.

**R. Synthetic Flooring – Qualifications**

1. Manufacturer. Proposed solutions must be equal to or better than those available from Mondo USA, Connor Sport Court, Beyond Sport Surfaces, Tarkett Sports or equal at the sole discretion of CPC.
2. Manufacturer Qualifications. Manufacturer must have ten (10) years of experience in the manufacture of synthetic flooring systems.

3. Product testing shall be relative to multi-purpose use with certificates from independent testing resources to be made available upon request. Test results shall be no more than 5 (five) years old and performed according to ASTM and/or EN standard testing procedures.
4. Supplier Qualifications. Surfacing supplier shall be an established firm experienced in the field and appointed as a distributor by the manufacturer of the synthetic flooring systems. Surfacing supplier is to submit certification attesting that they are an approved distributor for the manufacturer of synthetic flooring systems. All system component parts must be supplied by a single source.
5. Installer Qualifications. The installer of synthetic flooring systems shall have a minimum of five (5) years' experience in the field installing synthetic flooring systems; factory trained and certified and has worked on at least five (5) projects of similar size, type and complexity. Installer to submit the synthetic flooring systems manufacturers or distributor's certification attesting that they are an approved installer of synthetic flooring systems. Installer must be licensed as required by each state and be certified and approved by the manufacturer of the materials being installed.
6. Product Liability. Certification of insurance coverage for the life of the product of not less than Two Million Dollars (\$2,000,000).
7. Project Submittals.
  - a. Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.
  - b. Provide samples of materials and color finishes available to the architect and/or participating agency to determine the type of flooring texture and color schemes to be utilized.
  - c. Operating and Maintenance Instructions. Include relevant instructions for the proper operation, maintenance, and inspection procedures and a preventative maintenance schedule to participating agency upon completion.
  - d. Manufacturer's specifications and descriptive literature.
  - e. List of deviations from manufacturer's specifications, if any.
  - f. Final Report. Upon completion of the project, provide the owner with a written record certifying that the proposed work has been completed and inspected to ensure that it is in accordance and compliance with all federal, state, manufacturer and industry standards.
  - g. Warranty. Written warranty that clearly identifies and states what is and is not covered; the methods, procedures and criteria to be utilized when a warranty claim is filed; any terms, conditions, stipulation, and timelines that may apply.
  - h. Cost Proposal. Detailed break down of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed flooring system.

#### **S. Synthetic Flooring Systems:**

1. System Design, New Flooring System
  - a. The flooring systems proposed shall be specifically created for and possess the characteristics required of both competition and recreational floors found in gymnasiums, physical education, weight, training, locker and other multipurpose facilities. Characteristics may include but are not limited to co-efficient of friction wet and/or dry, vertical and horizontal shock absorption, durability, scuff resistant and easy to maintain. The following products are provided as a guide to the type and level of products being requested.
  - b. The flooring systems proposed shall be able to be installed over concrete, asphalt, wood or vinyl with no need to remove the existing flooring, if in acceptable condition.
2. Cast-In-Place Floors

- a. Full depth polyurethane floors are composed of 100% polyurethane that is mixed and poured directly over the substrate in multiple layers until a specific thickness is achieved. The finished product may have a smooth finish or any variety of surface textures. All of the components of the floor are fluid applied in situ, resulting in a seamless surface. The final coat of the floor is a protective finish, also called a coating, varnish, topcoat or another name. Game lines are painted on with a special game line coating. Full depth polyurethane systems may be installed over new substrates, including asphalt, concrete or wood, or over old substrates, including VCT, acrylic coatings and existing polyurethane floors. Where they are installed over existing flooring systems, special techniques or bonding agents may be required. In fact, even when installed over new substrates, primer may be necessary to act as a bonding agent to insure proper adhesion.
  - b. Padded polyurethane floors, also known as “sandwich systems,” utilize a prefabricated underlayment, also called base mat or rubber pad, which is fully adhered, partially adhered or loose-laid over the substrate. The underlayment is then covered with polyurethane resin that is mixed and poured in one or more layers until a specified thickness is achieved and coated, in a manner like full depth floors described above. Except for the underlayment, the components are fluid applied in situ, resulting in a seamless surface. The finished product may have a smooth finish or any variety of surface textures. Game lines are painted on with special game line coating. Padded polyurethane systems may be installed over new substrates, including asphalt, concrete or wood, or over existing substrates, including VCT, acrylic coatings and existing polyurethane floors. Where they are installed over existing flooring systems, special techniques or bonding agents may be required. Padded polyurethane systems generally are bonded to the substrate with special adhesives but may also be partially adhered or loose-laid.
3. Pre-Fabricated Floors
- a. Rolled rubber floor systems are floors that are manufactured of a rubber compound (neoprene, EPDM, SBR, etc.) and either cast, extruded, cut or pressed into sheets of a single thickness, width and length. The rubber components may be either virgin or recycled materials. Thickness, width and length vary between types and applications. These sheets are bonded to the substrate with adhesive. The body of the rubber sheet may be solid rubber, granulated rubber bound with a binder, or two or more sheets laminated together to make a single sheet. The finished surface may be smooth or textured.
  - b. Rubber tile systems are flooring systems that are manufactured from a rubber compound (neoprene, EPDM, SBR, etc.). The rubber component, which may be either virgin or recycled material, may be made into sheets and then cut into tiles, or cast into tile form. Tiles are generally any form that is 1m x 1m square, or less. These tiles are bonded to the substrate with adhesive. The finished product may have a smooth or textured finish.
  - c. PVC sheet flooring systems are manufactured either totally or partially of polyvinyl chloride. They may be solid PVC or they may incorporate a resilient backing onto a thinner PVC top layer. The backing may be foam or other resilient material. These floors are usually bonded to the substrate, but they may be partially adhered or loose-laid. The individual sheets of the flooring system are usually welded together with heat or with special chemicals to form a “seamless” surface. The resulting product may have a smooth or textured finish.
  - d. Suspended polypropylene tile systems are floors made of injection-molded polypropylene tiles that snap together with some sort of locking mechanism. They are loose-laid and may be installed over a resilient underlayment and may be open or solid surfaced.

#### **T. Synthetic Flooring – Finishes**

1. Finishes consist of coatings or treatments applied on site or furnished from the factory. They are used to provide desired performance characteristics, appearance and/or durability for the intended use.
  - a. Smooth finishes are typically used for basketball, volleyball and similar sports.
  - b. Textured finishes are used for track, general exercise and similar sports.

#### **U. Synthetic Flooring – Working/Site Conditions**

1. Substrate may be concrete, bituminous or wood.
2. Remove from substrate any ridges and bumps. Fill low spots, cracks, joints, holes and other defects with patching compound.
3. Patching compound to be supplied or approved/recommended by sport flooring manufacturer.
4. Clean substrate and apply and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured.
5. Ensure that substrates are dry and exhibit neutral alkalinity. Moisture (calcium chloride) tests are recommended on various areas of the substrate.
6. Sub-floor is to be prepared as per manufacturer's recommendations.
7. Maintain a stable room and sub-floor temperature, minimum 65°F (18°C), for a period of 48 hours prior to, during and 48 hours after installation of the flooring system.
8. Rubber sport flooring should not be installed before the concrete or asphalt sub-floor has cured for a minimum of 30 days if new facility.
9. Moisture vapor emissions content of the concrete slab must not exceed 3lbs./1000 sq. ft./24 hours when using the calcium chloride test as per ASTM F1869-98.
10. Installation in a new facility of the rubber sport flooring shall only commence once all work related to other craftsmen and trades have been completed.

#### **V. Synthetic Flooring – Installation**

1. Install sport flooring in accordance with manufacturer's printed instructions.
2. Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity.
3. Sport flooring to be unrolled and allowed to relax.
4. Cut and adjust sport flooring prior to adhesion.
5. Rubber sport flooring adhesive to be two-part polyurethane adhesive suitable for adherence of a sheet good to asphalt, concrete or urethane substrate and to be supplied or approved by rubber sport flooring manufacturer.
6. Mix adhesive in accordance with manufacturer's instructions
7. Hold all seams in place with suitable weights for a minimum of 12 hours.
8. Lines to be painted as per manufacturer's recommendations.
9. Surface to be protected before, during and after installation until project's acceptance by the owner or owner's agent.

#### **W. Synthetic Flooring – Renovation & Repair**

1. Renovation, Refinishing and Repair Existing Synthetic Flooring Systems
  - a. The Supplier will provide participating agencies with high quality products, materials, equipment and labor for maintaining and repairing various types of athletic and/or multi-purpose flooring systems utilized within educational and governmental recreation or multi-use facilities.
  - b. The maintenance and repair products offered must be compatible with and approved by the existing floor system manufacturer.
  - c. The Supplier must be willing and able to allow the participating agency to determine the level of responsibility for performing the labor involved with refinishing and

- repairing an existing flooring system with their own staff. The Supplier will provide as little as, or as much as, or a combination of floor maintenance and refinishing goods and services as requested.
  - d. The Supplier must be able to provide consulting and training services for the participating agency's staff on the how to utilize various products, materials and equipment to maintain and refinish various types of athletic and multi-purpose floors.
  - e. The Supplier will ensure that all training and assistance provided to participating agency's personnel in the operation of and application of maintenance and refinishing products and equipment is in accordance with OSHA, EPA, industry and manufacturer's guidelines and standards.
  - f. At the request of the participating agency, the Supplier will provide a total and complete solution to renovate and/or repair existing athletic or multi-purpose floors.
2. **Quality Assurance Maintenance, Renovation and Repair**
    - a. Inspect existing floor area including the substrate, determine current conditions and determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for unusual flooring conditions or defects and report them to the participating agency.
    - b. The inspection report shall include all unsatisfactory conditions, along with the industry and manufacturer's standards, which were utilized to establish the conditions.
  3. **Renovation, Maintenance and Repair Work**
    - a. All work must be in accordance with manufacturer's specifications and must comply with governmental and industry standards.
    - b. Site and work conditions must meet or exceed the manufacturer's recommendations and industry standards.
  4. **Delivery, Storage & Handling**
    - a. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
    - b. Material shall not be delivered until all related work is in place and finished and/or proper storage facilities and conditions can be provided and guaranteed stable according to material manufacturer's specifications.
    - c. Store the material in a secure, clean and dry location.
    - d. Store materials to be installed indoors at the ambient temperature of the installation location for a minimum of 48 hours before installation.
    - e. Protect materials during handling and installation to prevent damage.
    - f. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

## **X. Synthetic Flooring – Quality Assurance**

1. Inspect existing floor area including the concrete slab and sub-flooring to determine current conditions and to determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes and note any discrepancies and deficiency to the participating agency.
2. The inspection report shall include all unsatisfactory conditions, along with the industry and manufacturer's standards, which were utilized to establish the conditions or deficiencies.
3. All products offered to refinish, repair and maintain existing flooring systems must meet and/or exceed the original manufacturer's standards and specifications.
4. All services provided must be in accordance with industry standards and best practices relating to the type and level of flooring system being refinished, repaired and maintained.



5. Based on the type of flooring system being serviced the applicable standards and specifications enumerated within lot one and two shall apply.

**Y. Synthetic Flooring – Taping & Painting Game Lines**

1. The level of athletic competition that the participating agency participates in will dictate the court and game line diagrams to be utilized. The Supplier must provide, to the facility owner, a line diagram and receive the owner's written approval prior to painting or taping the floor.
2. All court and game lines must comply with the appropriate national or state sports association or organization in which governs the athletic competition of the sports held in the individual project facility (NCAA, AAU, NFSHSA, etc.).

**Z. Synthetic Flooring – Project Completion**

1. All unused materials and debris are to be removed from premises and disposed of properly.
2. Upon completion of work, Supplier must present the participating agency with all documents necessary to close out the project, but not limited to:
  - a. Certificate of occupancy;
  - b. Provide two (2) copies of maintenance instructions;
  - c. Provide the participating agency with additional amounts of flooring, representing 2% of the total surface of each types and colors ordered;
  - d. Maintenance materials must be from the same dye lot;
  - e. Two (2) copies of "as built" project drawings;
  - f. One (1) copy of materials and equipment installed;
  - g. Executed warranties on installed products and equipment; and
  - h. SDS sheets for any supplied materials.

**AA. Synthetic Flooring – Warranty**

1. The synthetic athletic surfacing shall be covered by the manufacturer against product defects for ten (10) years from the date of acceptance by the participating agency. The manufacturer must provide this warranty upon completion of the installation at acceptance by the participating agency.
2. The installation of the synthetic athletic surfacing shall be covered against poor workmanship and faulty installation by a two (2) year written, limited warranty provided by the Supplier to start at acceptance by the participating agency.

**BB. Maintenance Plans**

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

**CC. 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 indicated that sufficient funds have been obligated toward the purchase.

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

**DD. 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) calendar 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. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
5. 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.
6. 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.
7. 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.

**EE. 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. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - b. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - c. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
4. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

#### **FF. 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 will also be promoted at applicable trade shows, conferences, and meetings.

#### **V. Timeline**

<b>Date/Time</b>	<b>Event</b>
September 27, 2024	Publication of RFP #25.7 Hardwood & Synthetic Sports Flooring
October 10, 2024 at 10:30 a.m. CST	Non-Required Conference Call
<b>October 16, 2024 at 4:00 p.m. CST</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>October 25, 2024 at 11:00 a.m. CST</b>	<b>Deadline for Submission</b>
November 20, 2024	Contact Supplier/Award(s) Made
January 1, 2025	Initial Start of Contract Term

#### **VI. Non-Required Conference Call**

A virtual conference will be held allowing Suppliers to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/85197419575?pwd=m21jsk7rYFXQ0nL0z5Cbx7cPI6ZUKa.1>

1. **Dial-in Number:** 929 436 2866
2. **Meeting ID:** 851 9741 9575
3. **Passcode:** 825558

#### **VII. Method of Award**

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

	<b>Points Available</b>
<b>Minimum Qualifications</b>	<b>Pass/Fail</b>
Technical Proposal	210
Pricing Proposal	290
<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 with 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 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.

## VIII. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Public Purchase is an easy-to-use platform that provides Suppliers with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submission of Proposals:** It is the responsibility of the Supplier to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All the responses to the solicitation must be included in the uploaded documents. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating. All proposals must be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Suppliers should contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

Document Title	How to Submit
1 RFP 2 General Terms and Conditions	<b><u>Do Not Submit with Response.</u></b> Retain for your records.
3 Questionnaire – Name of Company Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include certifications, if applicable.

<b>4 Forms &amp; Signatures – Name of Company</b> Provided as PDF.	<b>Submit as one (1) PDF, <u>signatures required</u>.</b>
<b>5 Pricing Schedule – Name of Company</b> Provided as Excel document.	<b>Submit as Excel document.</b>
<b>6 Certificate of Insurance (COI) – Name of Company</b>	<b>Submit as PDF.</b> CPC must be identified as a certificate holder. Respondent to provide.
<b>7 Exhibit A Supplier/Installer Certification Letter – Name of Company</b>  <b>Exhibit B – State Licensure (Installation) – Name of Company</b>	<b>Submit all as <u>individual</u> PDFs.</b>

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

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Supplier may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Correction of RFP Documents:** Upon examination of the solicitation, Suppliers shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

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

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the 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.

## **IX. Solicitation Terms and Conditions**

### **Performance Bond (*for construction and/or installation related projects*):**

Performance bonds 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.

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

**Certificate of Insurance:** The 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. **The Supplier must provide the COI with their submission. CPC must be identified as a certificate holder.**

**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 Timeline. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

**Contract Term:** The term of the contract resulting from this RFP will be from January 1, 2025 through December 31, 2026. 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, (see Appendix A) listing the following information:

1. Name of purchasing agency

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

## X. Appendix A: New Supplier Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regard to renewing a contract for an additional contract term.

Task Description	Completed By
<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. Web Development/Express Store (if applicable)</b> Initiate IT contact Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Supplier
<b>4. Marketing</b> General announcement Supplier profile page Email signature logo Email communication announcement <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. Semi-Annual Evaluation and/or Annual Evaluation</b>	CPC

## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a 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. Awards shall be made to the Supplier whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the



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

2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the 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.

**Recalls:**

1. The Supplier must notify CPC and their participating agencies of any product recalls.
2. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
3. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.

**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 09/2023



## Questionnaire

### RFP #25.7 Hardwood & Synthetic Sports Flooring

#### **Instructions**

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

To submit the required forms, follow these steps:

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

**The following sections 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: \_\_\_\_\_

Provide the following company contacts that will be working with this anticipated contract.

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

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

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 the potential resulting contract with CPC versus other contracts you have access to.

Click or tap here to enter text.

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

Click or tap here to enter text.

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including your business philosophy and company core values.**

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 your organization, on average, provides hardwood & synthetic sports flooring for.**

Click or tap here to enter text.

**5. If your organization is not able to service all areas within CPC's tri-state area (MN, ND, SD), please explain why you are not able to service a particular area and/or state.**

Click or tap here to enter text.

**6. Describe the percentage of your company's revenue, by category (city/county/government; K12 education; Non Profits - 501(c)(3); and higher education) that is derived from hardwood & synthetic sports flooring sales on an annual basis.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**Provide three (3) references that have purchased hardwood & synthetic sports flooring 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/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. **CPC is seeking qualified, experienced vendor(s) who possess the necessary resources and capabilities to provide hardwood & synthetic sports flooring for its participating agencies. Describe how your company's customer approach, products and services meet this objective.**

Click or tap here to enter text.

2. **Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating agencies.**

Click or tap here to enter text.

3. **Describe what differentiates your company from your competitors ( i.e. - sales team, customer service, technology, product line, etc.).**

Click or tap here to enter text.

4. **Describe the certifications and/or training your installers possess and adhere to.**

Click or tap here to enter text.

5. **Describe your proposed order and delivery process for this proposal and contract award. Describe the process from order placement, including methods, receipt of order, and any related services. Describe lead time, availability, delivery, etc.**

Click or tap here to enter text.

6. **Describe how your company will work with a participating agency to assess and design a flooring concept. Describe how you match flooring to the needs and wants of the agency. Describe the factors that are to be considered when working with a participating agency.**

Click or tap here to enter text.

7. **Describe your company's quality assurance and control process for products and services that will be provided under this solicitation.**

Click or tap here to enter text.

8. **Describe your company's fill rate and ability for on-time delivery and history of meeting shipping, delivery, and project installation timelines.**

Click or tap here to enter text.

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

Click or tap here to enter text.

10. **Describe how your company plans to educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Click or tap here to enter text.

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

Click or tap here to enter text.

**12. Describe your company's 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. Describe the examination, preparation, installation and cleaning process that your company provides as a turnkey flooring solution.**

Click or tap here to enter text.

**15. At times there are issues with installation personnel adhering to the rules and regulations of the agency (i.e. no smoking on grounds, keeping grounds free of debris). Describe what measures are taken to ensure all agencies' rules and regulations are kept.**

Click or tap here to enter text.

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

Click or tap here to enter text.

## Products, Service & Pricing

**1. Indicate the level of support your company will offer on this contract category.**

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

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

Click or tap here to enter text.

**2. Describe how participating agencies will verify they are receiving contract pricing.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**5. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

Click or tap here to enter text.

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

Click or tap here to enter text.

**7. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, single ship to location, annual spend, guaranteed quantity, etc.**

Click or tap here to enter text.

**8. 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.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

**11. 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.

**12. Describe your training programs, including a description of the type of documentation that will be provided. Describe how training will be conducted and how various shifts of agency personnel will be accommodated.**

Click or tap here to enter text.

**13. 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

**1. Our company is requesting an Exception and/or Deviation to the RFP documents. Mark "YES" or "NO" below.**

☐ Yes ☐ No

If yes, please complete the questions below.

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

## Additional Requirements

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

1. Exhibit A – Supplier/Installer Certification Letter – Name of Company
  - a. The letter must be from the manufacturer.
2. Exhibit B – State Licensure (Installation) –Name of Company
  - a. Submit for each state in which your company plans to conduct business.

## Forms & Signatures

### RFP #25.7 Hardwood & Synthetic Sports Flooring

#### **Instructions**

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

To submit the required forms, follow these steps:

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

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

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



## Contract Offer & Award

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

### Part I: Supplier

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

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

### Part II: CPC

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

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

# EDGAR Certification Form

## 2 CRF Part 200

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

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

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

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

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

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

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

#### **(C) Equal Employment Opportunity**

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

#### **(D) Davis Bacon Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **(J) Procurement of Recovered Materials**

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

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

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

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

## **(L) Domestic Preferences for Procurements**

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

For the purpose of this section:

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

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

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

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

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

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

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

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

Supplier certifies under penalty of perjury that its response 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 Schedule Intro

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

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

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

- 5.1 - Base Pricing - Hardwood Flooring**
- 5.1A - Volume Pricing - Hardwood**
- 5.2 - Base Pricing - Synthetic Flooring**
- 5.2A - Volume Pricing - Synthetic**

### **5.1 - Base Pricing - Hardwood Flooring - *required, if responding to hardwood flooring***

*Enter ALL hardwood flooring products, equipment, services, supplies, and related items that your company offers that meet the scope and specifications of this solicitation as outlined in the technical specifications.*

### **5.1A - Volume Pricing - Hardwood Flooring - *optional, if responding to hardwood flooring***

*Enter any additional volume discounts that your company is offering based on volume size of a project.*

### **5.2 - Base Pricing - Synthetic Flooring - *required, if responding to synthetic flooring***

*Enter ALL synthetic flooring products, equipment, services, supplies, and related items that your company offers that meet the scope and specifications of this solicitation as outlined in the technical specifications.*

### **5.2A - Volume Pricing - Synthetic Flooring - *optional, if responding to synthetic flooring***

*Enter any additional volume discounts that your company is offering based on volume size of a project.*



# Part 5.1 - Base Pricing - Hardwood Flooring

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

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Enter ALL hardwood flooring products, equipment, services, supplies, and related items that your company offers that meet the scope and specifications of this solicitation as outlined in the technical specifications.

**If a Supplier's response includes hardwood flooring, this is a REQUIRED form.**

**Responding Company's Name:** \_\_\_\_\_

**REQUIRED FORM**

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Cost Factors</b>						
Performance and payment bond - bonding rate (percent of project)			Percent			\$ -
Bonding capacity - total amount of capacity available			Dollar Amount			
CPC discounts offered on individual manufacturer's published price			Percent			
Alternative methods of costing - percent of overhead/markup to cost			Percent			
<b>Installation of New or Replacement Maple Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>Resilient Pre-Engineered Fixed Panel System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Double Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper w/ Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Basket Weave Systems</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Basket Weave w/ Pads System						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Taping, Painting & Line Striping						
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
Plywood Subfloor Repair or Replacement for:						
Resilient Pre-Engineered Fixed Panel System			Per Sq. Ft.			\$ -
Resilient Fixed Plywood Sleeper With Continuous Floor System			Per Sq. Ft.			\$ -
Double Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper and Sleeper with Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper Floor System			Per Sq. Ft.			\$ -
Basket Weave Systems			Per Sq. Ft.			\$ -
Basket Weave with Pads System			Per Sq. Ft.			\$ -
Floor Prep and Removal Services to Include Labor and Materials						
Vapor Barrier			Per Sq. Ft.			\$ -
Hardwood Floor and Subfloor Removal			Per Sq. Ft.			\$ -
Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Non-Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Disposal of construction or demolition materials			Per Sq. Ft.			\$ -
Repair & Renovation of Floorin to Include Hardwood Flooring, Materials, and Labor						
Solvent base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Solvent base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Water base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Water base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Cost to apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Floor Refinishing - Cost Per Coat or Application						
Solvent Base Product - refinish existing hardwood			Per Sq. Ft.			\$ -
Solvent Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - refinish existing hardwood floors			Per Sq. Ft.			\$ -
Water Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
Periodic Cleaning & Recoating						
Solvent Base Product - periodic scrub and recoating of hardwood gymnasium floors			Per Sq. Ft.			\$ -
Water Base Product - periodic scrub and recoat of hardwood floors			Per Sq. Ft.			\$ -
Repair & Renovation and/or Refinishing of Stage Floor						
Solvent Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Solvent Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -
Water Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -
Water Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Water Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -

Materials/Labor/Other Accessories						
Product Description			Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Materials and Labor to Install the Following:						
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
Labor Only to Apply Owners Supplied Materials						
Solvent Based Stains and Sealers			Per Sq. Ft.			\$ -
Water Based Stains and Sealers			Per Sq. Ft.			\$ -
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
Other Accessories and/or Materials						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Part 5.1A - Volume Pricing - Hardwood Flooring

\*Please note this workbook has multiple tabs.

Instructions. Please complete the form below if your company is offering additional discounts on a purchase of hardwood flooring beyond the pricing offered in Part 5.1 - Base Pricing. Please note that the pricing listed on this form is considered the Net Price to Member.

This is an OPTIONAL form.

Responding Company's Name:0OPTIONAL FORM

Type of System	Cost Per Sq. Ft. for 0 to 2,000 Sq. Ft.	Cost Per Sq. Ft. for 2,000 to 4,000 Sq. Ft.	Cost Per Sq. Ft. for 4,000 to 6,000 Sq. Ft.	Cost Per Sq. Ft. for 6,000 to 8,000 Sq. Ft.	Cost Per Sq. Ft. for 8,000 to 10,000 Sq. Ft.	Cost Per Sq. Ft. for 10,000 to 12,000 Sq. Ft.
Resilient Pre-Engineered Fixed Panel Floor System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Resilient Fixed Plywood Sleeper w/ Continuous Floor System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Double Plywood Floor System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Sleeper Floor System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Sleeper w/ Plywood Floor System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Basket Weave Systems						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						
Basket Weave w/ Pads System						
First grade hard Maple - 25/32" x 1 1/2"						
First grade hard Maple - 25/32" x 2 1/4"						
Second grade hard Maple - 25/32" x 1 1/2"						
Second grade hard Maple - 25/32" x 2 1/4"						
Third grade hard Maple - 25/32" x 1 1/2"						
Third grade hard Maple - 25/32" x 2 1/4"						

5.1A-Volume Pricing-Hardwood

Page 5

Part 5.2 - Base Pricing - Synthetic Flooring

\*Please note this workbook has multiple tabs.

Instructions. The Technical Specifications refer to the type and quality of products and services being offered. Enter ALL synthetic flooring products, equipment, services, supplies, and related items that your company offers that meet the scope and specifications of this solicitation as outlined in the technical specifications.

If a Supplier's response includes synthetic flooring, this is a REQUIRED form.

Responding Company's Name:

REQUIRED FORM

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Cost Factors						
Performance and payment bond - bonding rate (percent of project)			Percent			\$ -
Bonding capacity - total amount of capacity available			Dollar Amount			
CPC discounts offered on individual manufacturer's published price			Percent			
Alternative methods of costing - percent of overhead/markup to cost			Percent			
Installation of Multi-Purpose Synthetic/Rubber Flooring Systems						
Cast-In-Place Floors						
Full depth polyurethane floors			Per Sq. Ft.			\$ -
Padded polyurethane floors or sandwhich system			Per Sq. Ft.			\$ -
Pre-Fabricated Floors						
Rolled rubber floor system			Per Sq. Ft.			\$ -
Rubber tile system			Per Sq. Ft.			\$ -
PVC sheet flooring system			Per Sq. Ft.			\$ -
Suspended polypropylene tile systems			Per Sq. Ft.			\$ -
Floor Preparation and Removal Services to include Labor and Materials						
Vapor Barrier			Per Sq. Ft.			\$ -
Floor and Subfloor Removal			Per Sq. Ft.			\$ -
Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Non-Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Disposal of construction or demolition materials			Per Sq. Ft.			\$ -
Taping, Painting & Line Striping						
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
Repair & Renovation and/or Refinishing to include Labor and Materials						
Full depth polyurethane floors			Per Sq. Ft.			\$ -
Padded polyurethane floors or sandwhich system			Per Sq. Ft.			\$ -
Rolled rubber floor system			Per Sq. Ft.			\$ -
Rubber tile system			Per Sq. Ft.			\$ -
PVC sheet flooring system			Per Sq. Ft.			\$ -
Suspended polypropylene tile systems			Per Sq. Ft.			\$ -

Materials/Labor/Other Accessories

Materials and Labor to Install the Following						
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
Labor Only to Apply Owners Supplied Materials						
Solvent Based Stains and Sealers			Per Sq. Ft.			\$ -
Water Based Stains and Sealers			Per Sq. Ft.			\$ -
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
Other Accessories and/or Materials						
						\$ -
						\$ -
						\$ -
						\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
						\$ -
						\$ -
						\$ -

Part 5.2A - Volume Pricing - Synthetic Flooring

\*Please note this workbook has multiple tabs.

**Instructions.** Please complete the form below if your company is offering additional discounts on a purchase of synthetic flooring beyond the pricing offered in Part 5.2 - Base Pricing. **Please note that the pricing listed on this form is considered the Net Price to Member.**

This is an OPTIONAL form.

**Responding Company's Name:** 0 **OPTIONAL FORM**

Type of System	Cost Per Sq. Ft. for 0 to 2,000 Sq. Ft.	Cost Per Sq. Ft. for 2,000 to 4,000 Sq. Ft.	Cost Per Sq. Ft. for 4,000 to 6,000 Sq. Ft.	Cost Per Sq. Ft. for 6,000 to 8,000 Sq. Ft.	Cost Per Sq. Ft. for 8,000 to 10,000 Sq. Ft.	Cost Per Sq. Ft. for 10,000 to 12,000 Sq. Ft.
New Cast-In-Place Synthetic Flooring System to include Labor and Materials						
Full depth polyurethane floors						
Padded polyurethane floors or sandwich system						
New Prefabrication Synthetic Flooring System to include Labor and Materials						
Rolled rubber floor systems						
Rubber tile systems						
PVC sheet flooring systems						
Suspended polypropylene tile systems						



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**[External]Public Purchase - RFP #25.7 - Hardwood & Synthetic Sports Flooring Closed Notification**

---

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

**Date** Fri 10/25/2024 11:00 AM

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

Joni Puffett:

The bid RFP #25.7 - Hardwood & Synthetic Sports Flooring has closed on Oct 25, 2024 11:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=192658>

Thank you for using Public Purchase.

MK= GPeMhZkmVHPHyayObDgDw==

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

Notifications Report					
Agency	Cooperative Purchasing Connection				
Bid Number	192658				
Bid Title	Hardwood & Synthetic Sports Flooring				
<b>Vendor Name</b>	<b>State</b>	<b>Invitation</b>	<b>Date</b>	<b>Email</b>	<b>Reason</b>
2nd Wind Exercise Equipment Inc	MN	Classification	2024-09-27 08:18:49	tmaynard@2ndwindexercise.com	Bid Notification
A & K Construction	WI	Classification	2024-09-27 08:18:49	rsherley@aandkbuilding.com	Bid Notification
Acoustical Surfaces Inc	MN	Classification	2024-09-27 08:18:49	garrett@acousticalsurfaces.com	Bid Notification
Advanced Design Contracting	MN	Classification	2024-09-27 08:18:49	april@adcmnnesota.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA	Classification	2024-09-27 08:18:49	TOMS@AAESPORTS.COM	Bid Notification
APX Construction Group	MN	Classification	2024-09-27 08:18:49	nate@apxconstructiongroup.com	Bid Notification
Atlas Exteriors LLC	SD	Classification	2024-09-27 08:18:49	carl.wellford@atlasext.com	Bid Notification
Becker Arena Products	MN	Classification	2024-09-27 08:18:49	pat.groetsch@beckerarena.com	Bid Notification
BHI Inc	SD	Classification	2024-09-27 08:18:49	joeb@bhi-construction.com	Bid Notification
Bill Fritz Sports Corporation	NC	Classification	2024-09-27 08:18:49	bfritz@billfritzsports.com	Bid Notification
Controlled Products	GA	Classification	2024-09-27 08:18:49	dennis@cpturf.com	Bid Notification
Dakota Playground	ND	Classification	2024-09-27 08:18:49	sales@dakotaplayground.com	Bid Notification
Find Import Corporation	MA	Classification	2024-09-27 08:18:49	vendor@opentip.com	Bid Notification
Fisher Tracks, Inc	IA	Classification	2024-09-27 08:18:49	jfisher@fishertracks.com	Bid Notification
Flaghouse	NJ	Classification	2024-09-27 08:18:49	john.holt@flaghouse.com	Bid Notification
FLR Sanders, Inc.	MN	Classification	2024-09-27 08:18:49	dcariveau@flrsanders.com	Bid Notification
Game One	WY	Classification	2024-09-27 08:18:49	alex.starcevic@game-one.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2024-09-27 08:18:49	d.stern@gametimesportssystems.com	Bid Notification
Gerrells Sports Center	ND	Classification	2024-09-27 08:18:49	gerrells@gerrells.net	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2024-09-27 08:18:49	bgarrett@globalindustrial.com	Bid Notification
Haldeman Homme	MN	Classification	2024-09-27 08:18:49	srivard@andersonladd.com	Bid Notification
Haldeman Homme	MN	Classification	2024-09-27 08:18:49	pfedje@andersonladd.com	Bid Notification
HD SUPPLY FACILITIES MAINTENANCE, LT	CA	Classification	2024-09-27 08:18:49	HDS-FMBIDS@HDSUPPLY.COM	Bid Notification
Hiller Commercial Floors	MN	Classification	2024-09-27 08:18:49	dbahr@hillercarpet.com	Bid Notification
Interface Americas, Inc.	GA	Classification	2024-09-27 08:18:49	sharon.johnson@interface.com	Bid Notification
Interstate Companies Inc	WY	Classification	2024-09-27 08:18:49	jeff.singer@istate.com	Bid Notification
JWood Sports Flooring	WI	Classification	2024-09-27 08:18:49	caj.jwood@gmail.com	Bid Notification
K&K Fabrication, Inc.	MN	Classification	2024-09-27 08:18:49	tom@kkfab.com	Bid Notification
Kiefer U.S.A.	IL	Classification	2024-09-27 08:18:49	estimating@kieferusa.com	Bid Notification
Kramer Contracting LLC	MN	Classification	2024-09-27 08:18:49	adam.kramer@kramercontracting.com	Bid Notification
Legacy Building Solutions, Inc.	MN	Classification	2024-09-27 08:18:49	tjurek@legacybuildingsolutions.com	Bid Notification
Loeffler Construction & Consulting	MN	Classification	2024-09-27 08:18:49	shudoba@loefflerconstruction.com	Bid Notification

LTL LED LLC	MN	Classification	2024-09-27 08:18:49	contact@wolfriverelectric.com	Bid Notification
Mannington Mills Inc	GA	Classification	2024-09-27 08:18:49	andrea.dipazo@mannington.com	Bid Notification
MJK Construction, Inc.	WY	Classification	2024-09-27 08:18:49	michaeljk@vcn.com	Bid Notification
Nasco Education LLC	WI	Classification	2024-09-27 08:18:49	bids@nascoeducation.com	Bid Notification
Nilfisk, Inc.	MN	Classification	2024-09-27 08:18:49	tbarthel@nilfisk.com	Bid Notification
Practice Sports, Inc.	NE	Classification	2024-09-27 08:18:49	chad@practicesports.com	Bid Notification
Promaxima Mfg. Ltd.	TX	Classification	2024-09-27 08:18:49	order@promaxima.com	Bid Notification
Pullman Power LLC	MO	Classification	2024-09-27 08:18:49	mwieberg@pullman-services.com	Bid Notification
PUSH PEDAL PULL	SD	Classification	2024-09-27 08:18:49	tpedersen@pushpedalpull.com	Bid Notification
Pyramid Paper Company	FL	Classification	2024-09-27 08:18:49	biddept@pyramidsp.com	Bid Notification
Renatus Exteriors	WY	Classification	2024-09-27 08:18:49	projects@renatusexteriors.com	Bid Notification
Rocking-O Buildings & Livestock Equipment	IA	Classification	2024-09-27 08:18:49	rocking-o@outlook.com	Bid Notification
Rocky Mountain Recreation LLC	ID	Classification	2024-09-27 08:18:49	rockymountainrecreationllc@gmail.com	Bid Notification
Royal Media Network	MD	Classification	2024-09-27 08:18:49	arish@royalimagingolutions.com	Bid Notification
Security Trading Co	ND	Classification	2024-09-27 08:18:49	erin@stcflooring.net	Bid Notification
Shaw Industries, Inc.	GA	Classification	2024-09-27 08:18:49	Julia.hall@shawinc.com	Bid Notification
Shaw Industries, Inc.	GA	Classification	2024-09-27 08:18:49	thomas.ward@shawinc.com	Bid Notification
Southern Minnesota Inspection Co	MN	Classification	2024-09-27 08:18:49	cplonske@southernminnesotainspection.com	Bid Notification
St Paul Linoleum and Carpet Company	MN	Classification	2024-09-27 08:18:49	steve@splino.com	Bid Notification
SwedeBro, Inc.	MN	Classification	2024-09-27 08:18:49	chanson@swedebro.com	Bid Notification
The J Paul Company	TX	Classification	2024-09-27 08:18:49	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN	Classification	2024-09-27 08:18:49	bids@gophersport.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2024-09-27 08:18:49	mike.sigman@westplainsengineering.com	Bid Notification

Access Report				
Agency	Cooperative Purchasing Connection			
Bid Number	25.7			
Bid Title	Hardwood & Synthetic Sports Flooring			
<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	2024-09-28 04:00 AM CDT	2024-10-03 04:57 AM CDT	Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	
American AI Logistics	2024-09-29 11:43 PM CDT	2024-09-29 11:43 PM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 2 - #25.7 - General Terms and Conditions.pdf Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	
Haldeman Homme	2024-10-04 09:08 AM CDT	2024-10-24 12:59 PM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 2 - #25.7 - General Terms and Conditions.pdf	
ELITE TEXTILE TRADING LLC	2024-09-27 11:02 AM CDT	2024-10-25 07:03 AM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 2 - #25.7 - General Terms and Conditions.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf Part 4 - #25.7 - Forms & Signatures.pdf	
Hiller Commercial Floors	2024-09-27 09:22 AM CDT	2024-09-27 09:25 AM CDT	Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	
The Bid Lab	2024-09-28 12:22 AM CDT	2024-10-25 06:11 AM CDT		
Kiefer U.S.A.	2024-10-04 09:47 AM CDT	2024-10-07 12:38 PM CDT	Part 2 - #25.7 - General Terms and Conditions.pdf Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	
Dodge Data & Analytics	2024-09-27 11:38 PM CDT	2024-11-06 02:23 AM CST	Part 5 - #25.7 - Pricing Schedule - Final.pdf Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.pdf Part 2 - #25.7 - General Terms and Conditions.pdf Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	

Allied Solutions	2024-09-30 02:21 PM CDT	2024-10-02 03:08 AM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 2 - #25.7 - General Terms and Conditions.pdf Part 1 - #25.7 - Hardwood & Synthetic Sports	
JWood Sports Flooring	2024-10-03 10:12 AM CDT	2024-10-03 10:15 AM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 1 - #25.7 - Hardwood & Synthetic Sports	
A & K Construction	2024-09-27 10:20 AM CDT	2024-09-27 10:24 AM CDT		
Continental Flooring Company	2024-10-04 10:50 AM CDT	2024-10-04 10:50 AM CDT	Part 5 - #25.7 - Pricing Schedule - Final.xlsx	
FLR Sanders, Inc.	2024-09-27 09:49 AM CDT	2024-11-06 09:32 AM CST	Part 5 - #25.7 - Pricing Schedule - Final.xlsx Part 4 - #25.7 - Forms & Signatures.pdf Part 3 - #25.7 - Questionnaire - Final.docx Part 2 - #25.7 - General Terms and Conditions.pdf Part 1 - #25.7 - Hardwood & Synthetic Sports Flooring Final.pdf	2024-10-25 09:45 AM CDT

# Opening Record

25.7 Hardwood & Synthetic Sports  
Flooring

October 25, 2025

11:00 AM CST

Request for Proposal

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

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

Signed by:  
**Joni Puffett**  
1E1606A2BC7042A...

Date

Time

Amy Lohse

Lori Mittelstadt

Joni Puffett

Company Responding	FLR Sanders		
3 Questionnaire <i>Yes/No</i>	Yes		
4 Forms & Signatures <i>Yes/No</i>	Yes		
5 Pricing Schedule <i>Yes/No</i>	Yes		
6 Certificate of Insurance <i>Yes/No</i>	Yes		
Additional Information	State Licensures / Supplier Installer Certification Letter		
Moves to Evaluation	Yes		

An official website of the state of North Dakota. [Here's how you know](#) □

□ Language: English □



external)

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with the State**

Bidders

Legal Notice Rates

**Procurement**

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State Sources  
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**Suspended  
and Debarred  
Vendors**

Register as  
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S

State Purchasing  
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Program

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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).

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Office of Management and Budget  
600 East Boulevard Avenue | Bismarck, ND 58505  
Phone: 701.328.2680 | Contact via email

PeopleSoft



Budget Development and Tracking System (BDTS)



Accessibility



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# 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 - 7 of 7

[5Way Contractors Inc](#)

[Dionne Construction](#)

[Garson Group](#)

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

[John Aish, Inc.](#)

[Snowmen Inc.](#)

[Treasure Enterprise, Inc.](#)

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Minnesota Office of State Procurement  
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**Cooperative Purchasing Connection**  
**Tabulation Report RFP #25.7 - Hardwood & Synthetic**  
**Sports Flooring**  
**Vendor: FLR Sanders, Inc.**

**General Comments:**

**General Attachments:** Certificate of Insurance - FLR Sanders.pdf  
Exhibit A - Supplier Installer Certification Letter - Aacer - FLR Sanders.pdf  
Exhibit A - Supplier Installer Certification Letter - MFMA - FLR Sanders.pdf  
Exhibit B - State Licensure - MN - FLR Sanders.pdf  
Exhibit B - State Licensure - ND - FLR Sanders.pdf  
Exhibit B - State Licensure - SD - FLR Sanders.pdf  
Part 3 - 25.7 - Questionnaire - Final - FLR Sanders.pdf  
Part 4 - 25.7 - Forms - Signatures - FLR Sanders.pdf  
Part 5 - 25.7 - Pricing Schedule - Final - FLR Sanders.xlsx

## Questionnaire

### RFP #25.7 Hardwood & Synthetic Sports Flooring

#### **Instructions**

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

To submit the required forms, follow these steps:

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

**The following sections 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: FLR Sanders, Inc.

Company Address: 3079 92<sup>nd</sup> Ave

City, State, Zip code: Princeton, MN 55371

Website: www.flrsanders.com

Phone: 763-633-1170

Provide the following company contacts that will be working with this anticipated contract.

	Name	Email	Phone
General Manager	Dillon Cariveau	<a href="mailto:dcariveau@flrsanders.com">dcariveau@flrsanders.com</a>	763-670-8947
Contract Manager	Dillon Cariveau	<a href="mailto:dcariveau@flrsanders.com">dcariveau@flrsanders.com</a>	763-670-8947
Sales Manager	Brandon Ramage	<a href="mailto:bramage@flrsanders.com">bramage@flrsanders.com</a>	708-638-4799
Marketing Manager	Brandon Ramage	<a href="mailto:bramage@flrsanders.com">bramage@flrsanders.com</a>	708-638-4799
Customer Service Manager	Dillon Cariveau	<a href="mailto:dcariveau@flrsanders.com">dcariveau@flrsanders.com</a>	763-670-8947
Account Manager(s)	Laura Thomforde	<a href="mailto:lthomforde@flrsanders.com">lthomforde@flrsanders.com</a>	763-760-0341

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
X	WBE Woman-Owned Business Enterprise

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

None.

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

No potential conflicts.

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 your business philosophy and company core values.

FLR Sanders has provided top quality gymnasium floors and related services to public entities including K-12 schools, universities, colleges, health clubs and museums. The quality and detail that helped build FLR Sanders, Inc. is what keeps customers returning year after year for all their sport floor needs. FLR Sanders was created in 1997 to separate the gymnasium floor projects from high end residential projects including hand cut inlays. Emphasis was placed on offering a full service gymnasium floor package directly to schools. In 2008, FLR Sanders, Inc. purchased SignArt of Wisconsin to bring the best in sport floor graphics completely in house followed by the purchase of Franks Contracting expanding services to include MN, ND, SD, IA and NE.

### 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).

FLR Sanders strives to stay up to date with the latest industry trends. Every other year the Maple Floor Manufacturers Association (MFMA) has a world-wide conference that management and sales personnel attend. This is the governing body that regulates the maple flooring industry. We have the opportunity to network with vendors and fellow contractors, explore the latest product advancements and techniques, and discuss current industry trends. We also network with our customers and fellow vendors as business members of various organizations throughout the tri-state area. These include School Board and Athletic Director associations, buildings and grounds organizations (MASMS), and others. This engagement allows us to gather valuable insights into the current needs of our customers. By understanding these needs, we can adapt our offerings and strategies, ensuring our continued viability and success. Additionally, our MFMA accredited installers complete periodic training and testing to maintain their certification status.

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

FLR Sanders commitment to quality and customer service are major factors in our ability to retain customers. We have many customers who have more than 15 years of continuous service. Every year we perform annual recoats for hundreds of customers. We also have had tremendous success securing maintenance customers as a result of our installation or sanding and finishing projects. Once they experience our job site performance and experience our customer service on installation or sanding projects, it is a natural progression to secure our services for annual maintenance coats.

### 4. Describe the number of agencies your organization, on average, provides hardwood & synthetic sports flooring for.

FLR Sanders, Inc. provides services for over 150 different agencies annually. The vast majority of these agencies are current CPC members or would be eligible to become members.

### 5. If your organization is not able to service all areas within CPC's tri-state area (MN, ND, SD), please explain why you are not able to service a particular area and/or state.

FLR Sanders is able to service the entire CPC tri-state area.

### 6. Describe the percentage of your company's revenue, by category (city/county/government; K12 education; Non Profits - 501(c)(3); and higher education) that is derived from hardwood & synthetic sports flooring sales on an annual basis.

Approximately 95% of FLR Sanders annual revenue is derived from hardwood & synthetic sports flooring sales.

Of that 95%:

K-12 = 80%

Higher ed = 10%

City/county/gov = 5%

All other = 5%

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

FLR Sanders has always focused on a customer-based sales approach. We work closely with the customer to understand their needs and expectations. Our 25+ years of experience in the sports flooring industry allows us to provide high-quality, tailored solutions that meet our customers' specific requirements, all while ensuring the best value.

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

FLR Sanders has over 25 years of experience providing high quality sports floor solutions as well 8 years experience partnering with CPC. This experience makes FLR uniquely qualified to continue serving CPC member agencies.

**Provide three (3) references that have purchased hardwood & synthetic sports flooring 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	Minnesota Valley Lutheran
Service/Product Purchased	Resilient Pre- Engineered Panel System
Year of Purchase	2024
Reference Contact	Craig Morgan
Phone	507-276-7576
Email	cmorgan@mvlhs.org

Reference #2 – Company Name	Bowman County Schools
Service/Product Purchased	Refinish Existing Hardwood Floors
Year of Purchase	2024
Reference Contact	Ronnie Stewart
Phone	701-523-3283
Email	Ronnie.Stewart@k12.nd.us

Reference #3 – Company Name	City of Washburn, ND
Service/Purchase Purchased	Resilient Fixed Sleeper System
Year of Purchase	2023
Reference Contact	Chelsey Brandt
Phone	701-462-8558
Email	washaud@westriv.com

## Performance & Capability

### 1. CPC is seeking qualified, experienced vendor(s) who possess the necessary resources and capabilities to provide hardwood & synthetic sports flooring for its participating agencies. Describe how your company's customer approach, products and services meet this objective.

Through our successful partnership with CPC since 2016, FLR Sanders has demonstrated that we possess the necessary resources and capabilities to meet or exceed agencies expectations. We have built our reputation on exceptional customer service and providing high quality products, and we believe that a continued partnership with CPC will allow us to further strengthen this commitment.

### 2. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating agencies.

FLR Sanders is headquartered in central Minnesota with a warehouse fully stocked with many of the products and supplies needed for typical sports floor projects. Our flooring manufacture is located in Wisconsin and able to react quickly to meet customer needs. Our Project Managers work diligently to schedule projects and arrange schedules so jobs can be completed efficiently and on time. With multiple different crews traveling throughout the tri-state area we are able to react quickly to changes or unexpected challenges.

### 3. Describe what differentiates your company from your competitors ( i.e. - sales team, customer service, technology, product line, etc.).

Customer service and high-quality workmanship is what has set FLR Sanders apart and allowed us to maintain our reputation as a leader in the sports floor industry for over 25 years. Our sales team take the time to fully understand the

unique needs of every customer and design a turn-key solution to ensure customer satisfaction. Our in-house graphic design department allows us to quickly and easily design creative and innovative artwork that sets our floors apart from the competition. We have access to some of the highest quality products in the industry and our crews are trained to utilize these products to maintain our reputation for quality.

**4. Describe the certifications and/or training your installers possess and adhere to.**

Our installers are certified by the Maple Flooring Manufacturers Association (MFMA). This certification involves comprehensive training and testing conducted by both the flooring manufacturer and the MFMA, ensuring that our team follows the best practices and key processes required for successful floor installations.

FLR Sanders also provides ongoing training to all employees to ensure they consistently uphold our high standards of quality.

**5. Describe your proposed order and delivery process for this proposal and contract award. Describe the process from order placement, including methods, receipt of order, and any related services. Describe lead time, availability, delivery, etc.**

The order process which FLR Sanders has been successful with under our current CPC contract is as follows: The agency contacts FLR with a project inquiry. Our sales team works with the customer, including site visits if necessary, to determine the agency's specific needs. A quote is created based on the CPC price list, including any applicable discounts and schedules are determined. When a signed quote or PO is received, materials are ordered as needed. FLR Sanders stocks many of the needed supplies and our flooring manufacture in Wisconsin is able to provide quick lead times if needed to maintain project schedules.

**6. Describe how your company will work with a participating agency to assess and design a flooring concept. Describe how you match flooring to the needs and wants of the agency. Describe the factors that are to be considered when working with a participating agency.**

FLR Sanders sales team works to custom tailor solutions based on each agency's unique needs. Factors considered include: Who is using the facility: Competition court, practice court, multi-use facility, heavy rolling loads, etc.

Existing conditions: slab depression, known moisture/humidity concerns or other extenuating circumstance

Balance performance vs budget

Customer preference for certain system or water-base vs oil-based product

Additionally, our in-house graphics department allows us to design innovative and unique graphics and artwork layouts customized based on customer preferences.

**7. Describe your company's quality assurance and control process for products and services that will be provided under this solicitation.**

All FLR Sanders crew leads have been trained in the high level of quality expected. At each stage of the process, the crew lead will inspect previous work to ensure it meets our standards. Any defects are corrected immediately before proceeding to the next step. Project Managers and senior staff make periodic site visits to verify quality and address any concerns. This ensures all products and services meet the high standards expected by FLR Sanders.

**8. Describe your company's fill rate and ability for on-time delivery and history of meeting shipping, delivery, and project installation timelines.**

Sports Flooring is typically a seasonal business. FLR Sanders brings on additional staff as needed to meet peak season demands. Our project managers prioritize efficient logistics when planning and scheduling to ensure customers' requirements are met. We have a long history of completing projects on time and within tight shut down windows.

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

Customer service requests are routed to the appropriate project manager who assesses the situation and schedules a site visit if required to determine the best course of action. FLR prioritizes customer service and works as quickly as possible to address any concerns. Project managers are available by phone and email during normal business hours and by cell phone after hours. Emergency contact number is listed on our website.

**10. Describe how your company plans to educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

As CPC partners since 2016, FLR Sanders personnel are familiar with this type of contract. Any future staff would be brought up to speed on our processes that have led to a successful partnership over the last 8 years.

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

FLR Sanders proudly displays the CPC logo at all trade shows we attended, as well as on our website. We have literature on hand and sales staff are ready to educate potential customers on the many benefits of working within the CPC contract.

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

FLR Sanders is already set up with the internal infrastructure to implement our current CPC contract. The CPC pricing is integrated into our quoting process. The transition from traditional customer to CPC has been seamless for many of our customers.

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

FLR Sanders has not traditionally seen a demand for this type of service and does not currently work with a punch-out or cXML marketplace. If the demand for such services arose, we would be open to exploring implementation.

**14. Describe the examination, preparation, installation and cleaning process that your company provides as a turnkey flooring solution.**

FLR Sanders provides comprehensive turnkey flooring solutions, beginning with an on-site examination to evaluate existing conditions, identify customer needs, and assess potential challenges. Following the visit, we prepare detailed quotes, develop layout drawings for game lines and artwork for customer approval, and establish a project timeline. During installation, our project managers maintain regular communication to update clients on progress. FLR Sanders crews take great care to clean up after themselves and minimize disruptions to adjacent spaces. As per industry standard, final cleaning is by owner unless otherwise specified.

**15. At times there are issues with installation personnel adhering to the rules and regulations of the agency (i.e. no smoking on grounds, keeping grounds free of debris). Describe what measures are taken to ensure all agencies' rules and regulations are kept.**

FLR Sanders maintains an Employee Policy & Safety Manual that clearly defines a code of conduct all employees must adhere to. This code of conduct is consistent with what is typically expected at the educational facilities we serve including but not limited to: the prohibition of smoking, drugs or alcohol, offensive language or clothing, etc. These expectations are presented during employee on-boarding as well as at annual training. Per company policy, violations of these expectations can result in verbal or written warning, up to and including suspension or termination, depending on the severity and frequency of the offense.

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

Since 2016, FLR Sanders has consistently met and exceeded the expectations of CPC member agencies. We remain committed to enhancing our capabilities, continually investing in the latest innovations to deliver top-tier, high-quality sports flooring solutions

## Products, Service & Pricing

**1. Indicate the level of support your company will offer on this contract category.**

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

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

[Click or tap here to enter text.](#)

**2. Describe how participating agencies will verify they are receiving contract pricing.**

FLR Sanders quotes will be formatted to allow easy cross reference between quote and CPC price list so agencies can verify pricing.

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

A minimum trip charge may apply to orders under \$1,900.

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

FLR Sanders provides a one-year warranty in conjunction with associated manufacturers for most products and services. MFMA care criteria must be adhered to by the owner. Customers can extend the warranty up to the MFMA recommended lifetime of the floor by maintaining MFMA requirements and contracting FLR for annual recoat services through CPC contract. FLR Sanders cannot warrant any previous coats or work performed by others due to the effect of these products on later applications.

**5. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

FLR Sanders is able to provide a certified technician to perform warranty repairs anywhere in the CPC tri-state area.

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

FLR Sanders provides a full service and not individual products so the need for returns rarely arises. Most floor products have strict storage requirements so FLR Sanders recommends stocked items be purchased as needed from FLR Sanders facility. Cleaning products are available for customer purchase and storage. Sample cleaning products are available at no cost to the customer with completed projects.

**7. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, single ship to location, annual spend, guaranteed quantity, etc.**

FLR Sanders will assess every project for the potential of additional discounts. Large room size, multiple floors in the same facility or district, geography, or off-peak scheduling are a few examples where a customer would qualify for additional discount.

**8. 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.**

FLR Sanders accepts check, eCheck, or ACH as standard forms of payment. Standard terms are net 30 days however, we are flexible to work with agencies to accommodate what works best for them.

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

The price list will be evaluated annually or due to significant events affecting manufacturer pricing. Supplies price increases or governmental inflation indices may be used to guide price adjustments.

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

Any future product introductions would follow the same pricing structure as the current proposed contract.

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

When quarterly CPC reports are prepared, they are sent to upper management for review to confirm compliance with CPC contract requirements.

**12. Describe your training programs, including a description of the type of documentation that will be provided. Describe how training will be conducted and how various shifts of agency personnel will be accommodated.**

At the conclusion of all installation and refinishing projects, FLR Sanders provides the customer with an Operation and Maintenance (O&M) Manual. This manual includes the manufacturer's recommendations for the care and maintenance of the specific floor finish, along with relevant MFMA position statements regarding the proper care and use of the floor. This ensures the customer has all the necessary information to maintain the quality and longevity of their flooring. If on-site training is required, FLR Sanders can provide this at no additional charge.

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

FLR Sanders is able to provide a full line of high-quality hardwood and synthetic sports floor products, delivering exceptional value across the tri-state area.

**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.**

FLR Sanders offers several benefits for CPC agencies including no cost consultations, in-house graphic design service, extended warranty options, and maintenance training.

## Exceptions & Deviations

- 1. Our company is requesting an Exception and/or Deviation to the RFP documents. Mark "YES" or "NO" below.**

☐ Yes ☒ No

If yes, please complete the questions below.

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

N/A.

- 3. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

**Respondents must include the following when requesting exceptions:**

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

No exceptions

## Additional Requirements

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

1. Exhibit A – Supplier/Installer Certification Letter – Name of Company
  - a. The letter must be from the manufacturer.
2. Exhibit B – State Licensure (Installation) –Name of Company
  - a. Submit for each state in which your company plans to conduct business.

## Forms & Signatures

### RFP #25.7 Hardwood & Synthetic Sports Flooring

#### **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>FLR Sanders, Inc.</u>	Date	<u>10/24/2024</u>
Address	<u>3079 92nd Ave</u>	City, State, Zip	<u>Princeton, MN 55371</u>
Contact Person	<u>Dillon Cariveau</u>	Title	<u>CEO</u>
<b>Authorized Signature</b>		Title	<u>CEO</u>
Email	<u>dcariveau@flrsanders.com</u>	Phone	<u>763-633-1170</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	Contract #	<u></u>
Contract/Agreement to Commence <u></u>			

# EDGAR Certification Form

## 2 CRF Part 200

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

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

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

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

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

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

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

#### **(C) Equal Employment Opportunity**

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

#### **(D) Davis Bacon Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **(J) Procurement of Recovered Materials**

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

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

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

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

## **(L) Domestic Preferences for Procurements**

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

For the purpose of this section:

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

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

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

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

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

---

### **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 response 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 FLR Sanders, Inc.

Authorized  
Signature



Full Name Dillon Cariveau

Title CEO

## Subcontractor Utilization Form

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

Solicitation Name: Hardwood & Synthetic Sports Flooring  
Solicitation Number: RFP #25.7  
Supplier Name: FLR Sanders, Inc.

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

Company Name: Champion Flooring  
Street Address: 1820 E 27th Terrace  
City, State, Zip: Pittsburg, KS 66762  
Telephone: 620-232-2671  
Primary Contact: Jason Jameson  
Email Address of Contact: jasonmjameson@yahoo.com  
Services to be provided:

Manufacture and installer of synthetic sport floors

Company Name: Fossland Flooring and Construction, LLC  
Street Address: 14542 260th St  
City, State, Zip: Milaca, MN 56353  
Telephone: 715-808-1078  
Primary Contact: Kyle Fossland  
Email Address of Contact: fossconllc@gmail.com  
Services to be provided:

Wood floor refinishing and painting

Company Name: Vaughn Wicks  
Street Address: 21316 409th Ave  
City, State, Zip: Cavour, SD 57324  
Telephone: 605-350-8110  
Primary Contact: Vaughn Wicks  
Email Address of Contact:   
Services to be provided:

Wood floor sanding





To: Whom it may concern

From: Scott Irvine  
Aacer Sport Flooring  
608 Industrial Park Rd  
Crandon WI 54520

RE: Authorized Dealer

To Whom it May Concern

This letter's intent is to provide confirmation that FLR Sanders, Inc. is a recognized dealer of Aacer Sports Flooring.

Business address: FLR Sanders, Inc.  
3079 92<sup>nd</sup> Avenue  
Princeton MN 55371  
763-633-1170

For any additional information please feel free to contact me directly at your convenience.

Sincerely,

*Scott Irvine*

Scott Irvine  
Sales Manager  
**Aacer Sport Floor Systems**

608 Industrial Park Rd  
Crandon WI 54520

Voice: 877-582-1181

Cell 763-400-1112

E-mail: [Scott@aacerflooring.com](mailto:Scott@aacerflooring.com)

Web: [www.aacerflooring.com](http://www.aacerflooring.com)

2024-2025

# CERTIFICATE OF MEMBERSHIP

Sports Floor Contractor Member  
**FLR Sanders Inc**

Is a member in good standing of the  
**Maple Flooring Manufacturers Association**



Todd Braun  
PRESIDENT

Expires June 30, 2025

Steve Bernard  
EXECUTIVE VICE PRESIDENT





10/23/2024

FLR SANDERS INC.  
3079 92ND AVE  
PRINCETON, MN 55371

## Certificate of Construction Contractor Registration

**Contractor Name:** FLR SANDERS INC.  
**Contractor DBA (if applicable):**  
**Contractor Registration Number:** IR657358  
**Effective Date:** 01/01/2024  
**Expiration Date:** 12/31/2025

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 37315

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FLR SANDERS, INC.** whose address is in PRINCETON, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2025, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

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

Dated: January 23, 2024

A handwritten signature in cursive script, reading "Michael Howe".

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**FLR SANDERS, INC.**

is the holder of a North Dakota Class A Contractor License  
which is in force until March 1, 2025 unless sooner  
suspended or revoked as provided by NDCC 43-07.

License # 37315

FLR SANDERS INC  
3079 92ND AVE SOUTH  
PRINCETON, MN 55371

October 23, 2024

Below is your current South Dakota tax license.

Please review this card. Please contact our department if there are any changes in ownership, names, or addresses.

If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System.

**Website:** <http://dor.sd.gov>  
**SD EPath:** <http://dor.sd.gov/EPATH>

**Taxpayer Assistance Number:** 1.800.829.9188  
**Email:** [bustax@state.sd.us](mailto:bustax@state.sd.us)

**Streamlined Sales Tax Website:** [www.streamlinedsalestax.org](http://www.streamlinedsalestax.org)



<http://dor.sd.gov>

ISSUE DATE: 07/21/2010

EXPIRATION DATE:

LICENSE NUMBER: 1022-5437-ST

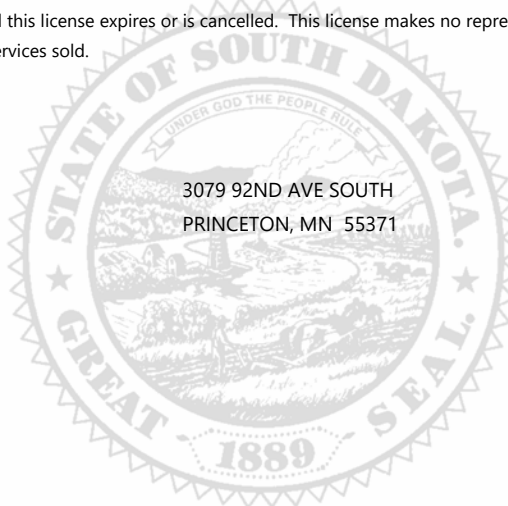
LICENSE TYPE: Sales Tax

ISSUED TO:

FLR SANDERS INC  
3079 92ND AVE SOUTH  
PRINCETON, MN 55371

NON-TRANSFERABLE

This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.



3079 92ND AVE SOUTH  
PRINCETON, MN 55371

A handwritten signature in black ink, appearing to read "Mike Houdyshell".

Mike Houdyshell  
Secretary of Revenue



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2024

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> Princeton Insurance Agency 104 So Rum River Dr  Princeton MN 55371		<b>CONTACT NAME:</b> Kathy Anderson <b>PHONE (A/C, No, Ext):</b> (763) 389-3650 <b>E-MAIL ADDRESS:</b> kathy@princetonins.com <b>FAX (A/C, No):</b> (763) 389-3651	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> EMC/Employers Mutual Casualty Company	
		<b>INSURER B:</b> SFM Select Ins Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 2024-2025**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 <input type="checkbox"/> OTHER:			5D85632	04/18/2024	04/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E85632	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ zero			5J85632	04/18/2024	04/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	136123.203	04/18/2024	04/18/2025	<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
A	Pollution Liability Professional Liability			5D85632	04/18/2024	04/18/2025	Pollution 100,000 Professional E&O 1,000,000 Deductible 1,000

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

Certificate Holder is named as an Additional Insured including products and completed operations, on a primary and non-contributory basis, when required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**CPC Attn: Cooperative Purchasing Connection  
1001 E. Mount Faith Ave

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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## **Evaluation Report**

### **RFP #25.7 Hardwood & Synthetic Sports Flooring**

#### **Description of Solicitation**

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Hardwood & Synthetic Sports Flooring on September 27, 2024. The intent of the solicitation is to secure an qualified, experienced Supplier(s) equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of hardwood and synthetic sports flooring, accessories and installation services, at consortium level discounted pricing. Suppliers must possess the necessary resources to acquire, perform, and deliver hardwood and synthetic sports flooring systems, materials, and labor to participating agencies. CPC will require that Suppliers provide the scope of work as indicated in these technical specifications as a full turnkey solution. However, CPC is aware that Suppliers may specialize in only providing and installing hardwood and/or synthetic sports flooring systems or striping, lining, and marking of these facilities. Under the terms of this solicitation, CPC reserves the right to accept or reject any responses that do not offer a turnkey solution.

The solicitation was due on October 25, 2024. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

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

Melissa Mattson, Director of Administrative Services, Joni Puffett, CPC Procurement Solutions Program Director, and Amy Lohse, CPC Procurement Specialist, performed the evaluation.

One (1) proposal was received by the submission deadline. It was from FLR Sanders, Inc. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). The proposal was found to be compliant and deemed responsive.

The evaluation was conducted October 28-November 15, 2024. The evaluators met virtually to review and discuss the responses collectively on November 18, 2024. A summation of their evaluation is included below.

#### **Evaluation Scoring Results**

Refer to the attached Master Score Sheet, listed as Exhibit A.

#### **Evaluation Discussion & Overview**

Upon review of the Vendor's response, the evaluators agreed on the following:

##### **FLR Sanders, Inc.**

1. Offers full service solutions with value add which include no cost consultations, in-house graphic design, extended warranty options and maintenance training.
2. Works directly with agency to ensure maximum satisfaction.
3. Has no other cooperative contracts.
4. Certified by Maple Flooring Manufacturers Association.

## Recommendation

After analysis of the proposals, the following Vendor(s) are recommended for award: FLR Sanders, Inc.

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

Signed by:



BE05D0E17BEC407...  
Joni Puffett, Procurement Solutions Program Director  
Cooperative Purchasing Connection

DocuSigned by:



9818DA49D4464FE...  
Amy Lohse, Procurement Specialist  
Cooperative Purchasing Connection

DocuSigned by:



561ADA01B09E48F...  
Melissa Mattson, Director of Administrative Services  
Cooperative Purchasing Connection

1 Attachment/Exhibit A  
Scoring Spreadsheet

Exhibit A

RFP #25.7 - Hardwood & Synthetic Sports Flooring				
RFP Evaluation; Master Score Sheet				
			Criteria	Points
			Technical	210
			Total Technical Points	210
			Pricing	
			Pricing Schedule	290
			Total Pricing Points	290
			Total Score	500
			FLR Sanders	
			Average Points Awarded	
Criteria	Points			
Technical Points	210		200	
Total Technical Points	210		200	
Proceed to Pricing Evaluation?	Yes/No		Yes	
Pricing Proposal				
Pricing Schedule	290		268	
Total Pricing Points	290		268	
Total Score	500		467	



November 5, 2024

FLR Sanders, Inc.  
Attn: Dillon Cariveau  
3079 92nd Ave.  
Princeton, MN 55371

---

**Award Decision, RFP #25.7 Hardwood and Synthetic Sports Flooring**

---

Dear Dillon:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.7 Hardwood and Synthetic Sports Flooring.

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

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

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

Regards,

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

---

Joni Puffett | Procurement Solutions Program Director  
Cooperative Purchasing Connection




## Contract Offer & Award

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

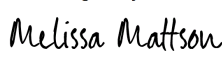
### Part I: Supplier

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

<b>Business Name</b>	<u>FLR Sanders, Inc.</u>	<b>Date</b>	<u>10/24/2024</u>
<b>Address</b>	<u>3079 92nd Ave</u>	<b>City, State, Zip</b>	<u>Princeton, MN 55371</u>
<b>Contact Person</b>	<u>Dillon Cariveau</u>	<b>Title</b>	<u>CEO</u>
<b>Authorized Signature</b>		<b>Title</b>	<u>CEO</u>
<b>Email</b>	<u>dcariveau@flrsanders.com</u>	<b>Phone</b>	<u>763-633-1170</u>

### Part II: CPC

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

<b>Agency</b>	<u>Cooperative Purchasing Connection</u>	<b>Authorized Signature</b>	<div>DocuSigned by:</div>  <div>6B1ADA04B60E48F...</div>
<b>Name</b>	<u>Melissa Mattson</u>	<b>Title</b>	<u>Director of Administrative Services</u>
<b>Awarded this</b>	<u>1st</u>	<b>day of</b>	<u>November</u>
<b>Contract #</b>	<u>25.7 FLR</u>		
<b>Contract/Agreement to Commence</b>	<u>January 1, 2025</u>		