

Solicitation Audit Checklist

Proposal: 25.4 Lockers, Athletic Equipment, and Related Services

Awarded Vendor(s): H&B Specialized Products

Award Date: October 29, 2024 **Contract Number:** 25.4 HBS

- ☒ 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

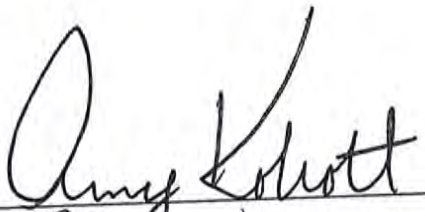
Cooperative Purchase, Lori Mittelstadt
Lakes Country Service Cooperative
1001 E Mount Faith AVE
Fergus Falls MN 56537-2375

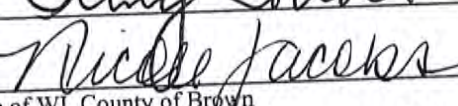
STATE OF WISCONSIN, COUNTY OF BROWN

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:

09/16/2024, 09/23/2024

and that the fees charged are legal.
Sworn to and subscribed before on 09/23/2024



Legal Clerk


Notary, State of WI, County of Brown
8-21-26

My commission expires

Publication Cost:	\$26.12	
Tax Amount:	\$0.00	
Payment Cost:	\$26.12	
Order No:	10519356	# of Copies:
Customer No:	1248830	0
PO #:	LABD0151227	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

RFP 25.4 Lockers & Athletic Equipment
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #25.4 Lockers & Athletic Equipment.

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

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on Friday, October 11, 2024, and late proposals will not be considered.

Published September 16, 23 2024, at the total approximate cost of "26.12 and may be viewed free of charge at www.sdpublicnotices.com

LABD0151227

AFFIDAVIT OF PUBLICATION

State of New York, County of Orange, ss:

Amber Finneseth, 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. 16, 2024, Sep. 23, 2024

NOTICE ID: ryVKeCW8V4ndEFu0dYo8

PUBLISHER ID: COL-ND-0477

NOTICE NAME: RFP 25.4 Lockers - Bismarck Tribune

Publication Fee: \$86.94

(Signed) Amber Finneseth

VERIFICATION

State of New York
County of Orange

Subscribed in my presence and sworn to before me on this: 09/23/2024



Notary Public

Notarized remotely online using communication technology via Proof.

LAUREN A PREDMORE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR0000070
Qualified in Orange County
Commission Expires February 1, 2027

RFP 25.4 Lockers & Athletic Equipment

RFP # 25.4

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP #25.4 Lockers & Athletic Equipment**.

Specifications and forms may be obtained by registering for free with **CPC on Public Purchase** (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on Friday, October 11, 2024**, and late proposals will not be considered.
9/16, 9/23 - COL-ND-0477



AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

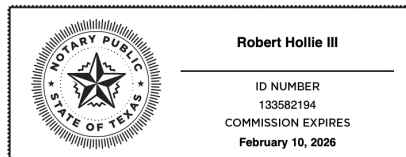
Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

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**; (2) time: *Thursday, September 12, 2024, Thursday, September 19, 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: **09/20/2024**

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

RFP # 25.4

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP #25.4 Lockers & Athletic Equipment**.

Specifications and forms may be obtained by registering for free with **CPC on Public Purchase (www.publicpurchase.com)**.

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on Friday, October 11, 2024**, and late proposals will not be considered. (Sep. 12 & 19, 2024)

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS

•612.673.7000 • 800.927.9233

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

Legal Notices

NOTICE OF PUBLIC MEETING

Notice is hereby given that the Dakota County HOME Consortium (made up of Anoka, Dakota, Suburban Ramsey, and Washington Counties and the City of Woodbury) will hold a public meeting on October 24, 2024 from 5:00 p.m. to 6:00 p.m., at the Dakota County Community Development Agency (CDA) in the Boardroom. The Dakota County CDA is located at 1228 Town Centre Drive in Eagan, MN.

The purpose of this public meeting is to allow the public to provide input on the housing, community, and economic development needs of the Dakota County HOME Consortium and to assist with the development of the 2025-2029 Consolidated Plan and corresponding 2025 Annual Action Plan. The Annual Action Plan of the Dakota County HOME Consortium will include the proposed activities using funds from the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program, Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) throughout the Consortium's jurisdictions.

Persons who are unable to attend the meeting but wish to provide input can contact Maggie Dykes at mdykes@dakotacda.org or 651-675-4464. MN Relay Service: 1-800-627-3529.

CITY OF NORTH ST. PAUL
NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT
2586 7th AVE E

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of North St. Paul will hold a public hearing to consider a Conditional Use Permit Application to allow a Day Care Facility (serving 13 or more persons) at 2586 7th Ave E.

The public hearing will be conducted on Thursday, October 3, 2024 at approximately 6:30 PM. The meeting will be held in the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

All persons who desire to speak on the issue are encouraged to attend and will be given an opportunity to be heard at this meeting. Persons unable to attend may email comments to chris.cherne@northstpaul.org or call (651) 747-2440 prior to the meeting.

PUBLISH: September 23, 2024

Proposals for Bids



The Leech Lake Housing Authority is seeking bids to perform the following work: Furnace Replacements, Air Exchanger Installation/Replacements (I/R), Bathroom Exhaust Fan I/R, Siding Replacement, Windows, Roofs, Soffit and Fascia. Each category can be bid individually or in a group or group(s) depending on contractor preference. Bid closing will be October 7th 2024 and work is to be completed by September 30th 2025. If interested, please contact Matthew Korpela at Matthew.K@LLHA.net or call 218-335-8280 for the full RFP.

LEGAL NOTICE
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP #25.5 - Office Solutions.**

Specifications and forms may be obtained by registering for free with **CPC on Public Purchase (www.publicpurchase.com).**

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on Friday, October 18, 2024,** and late proposals will not be considered.

LEGAL NOTICE
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP #25.4 Lockers & Athletic Equipment.**

Specifications and forms may be obtained by registering for free with **CPC on Public Purchase (www publicpurchase.com).**

Proposals must be uploaded to Public Purchase **before 10:00 a.m. CT on Friday, October 11, 2024,** and late proposals will not be considered.

REQUESTING BIDS

The Lower Minnesota River Watershed District is requesting bids for the construction of the following Project: Spring Creek Stabilization. Information and Bidding Documents for the Project can be found at the following designated website: Quest Construction Data Network (QuestCDN): www.questcdn.com. The Quest CDN ebiddn number is 9307375.

Mortgage Foreclosures

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:
Mortgagor: Julie I Newburry, a single person
Mortgagee: M & I Marshall & Ilsley Bank
Dated: October 25, 2007
Recorded: November 5, 2007
Anoka County Recorder Document No. 1996927.005
Assigned To: Financial Freedom Senior Funding Corp, a subsidiary of IndyMac Bank, FSB
Dated: October 25, 2007
Recorded: November 5, 2007
Mortgage Corporation Document No. 1996927.006
Assigned To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC

Proposals for Bids

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP #25.3 - Interactive Technology Solutions.**

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

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on Friday, October 25, 2024, and late proposals will not be considered.

Rummage Sales - Odds 'n Ends

MPLS SOUTH - HOLY NAME FALL RUMMAGE SALE
3637 11th Ave S, Mpls, 612-724-5465
Thu. Sept. 26: 4-7:30pm \$1/person;
Fri. Sept. 27: 9a-3p;
Sat. Sept. 28: 9a-noon \$2/bag
churchoftheholyname.org

002 Professional Services

LICENSED DAYCARE! Looking to add another child to daycare. 6 mo & up. Presch. teacher comes 3x/wk. Eagan loc. **Please call 651-330-8167**

323 Antiques

"HUGE ESTATE AUCTION"
SUNDAY, SEPT. 29, 2024 11AM
Antiques & collectibles, Native American collection, rare gold & silver coins, jewelry & more!
www.proxibid.com/JPC
Shakopee American Legion
1266 1st Ave. E. Shakopee, MN
James Peterson Company LLC
Lic # 272-2040
imauctnr@yahoo.com 612-231-5999

324 Collectibles

Christmas, is it really on its way?
Why would you want to give the same old common gift? No, no, no, so spectacular & so MHIRPIRI GALLERY! A Stone sculpture, a rare African mask, a miniature painting.
MHIRPIRI GALLERY
9001 Penn Ave. S. Bloomington.
(952) 285-9634 www.mhirpiri.art

Dolls & Toys & Bears OH MY! SALE
11th Annual Show October 13, 2024, 10 to 4 pm ADM \$5 Crowne Plaza Hotel 3131 Campus Dr Plymouth MN

"HUGE COIN COLLECTION ESTATE AUCTION"

SUN., SEPT. 29, 2024 11AM
www.proxibid.com/JPC
Shakopee American Legion
1266 1st Ave. E. Shakopee, MN
James Peterson Company LLC
Lic # 272-2040
imauctnr@yahoo.com 612-231-5999

404 Dogs

American Water Spaniel **pus** AKC Great hunters and companions. Born 7-25-24 \$900.00 319-240-2012

Australian shepherd Miniature, shots, wormed, family raised. 600 will meet. \$600.00 218-851-6219

Boston Terrier AKC Puppies

M&F available ready after 9/25 Dad imported Budapest Hungary delivering to the Twin Cities or pickup in Detroit Lakes \$1,400. 218-849-0518

Boykin Spaniel Puppies Excellent hunters/family pets. 1st shot, vet checked, dewormed. Will meet for delivery. \$1,200.00 701-381-8822

Bulldogge Olde pups Purebred fam raised, shots, tails docked 2 (m) 1 (f) \$800 plus 948-204-8251

Cockapoos, MalitiPoos vet checked, UTD vaccines, play & sweet! \$900 www.puppyplace.biz 712-441-5997

English Springer Spaniel Puppies AKC 7M 2F Dews, Tails, 1st shots and vet checked. Parents genetically tested. Ready Oct. 15th. \$1,000 Cologne MN, call/text (952) 807-6181

Golden Retriever Puppies AKC, First Shots, Vet Check, Right Golden. 6 are available. \$1,000.00 952-208-0308

Shiba Inu - Extremely playful!
5 pups. \$300 each. 1-641-228-1414

YORKIES APR. PUREB. 3-5 lbs adults, beautiful haircoat. Rdy! 2 M, 2 F. Call or text 507-829-8234 & 507-629-8052

420 Campgrounds & RV Parks

Seasonal campsites Linwood Resort Lake Osakis 5/1 - 10/1
www.linwoodresort.com

430 Vacation Guide

GULF SHORES, AL - 2BR, 2BA GULF FRONT CONDO Winter special. Private owner. No smoking, no pets. Call 815-922-0988 - Leave message.

Shiba Inu - Extremely playful!
5 pups. \$300 each. 1-641-228-1414

YORKIES APR. PUREB. 3-5 lbs adults, beautiful haircoat. Rdy! 2 M, 2 F. Call or text 507-829-8234 & 507-629-8052

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

Resources:
Mpls. Civil Rights 612-673-3012
MN Human Rights 651-296-5663
Rental Home Line 612-728-5767
HUD 1-800-669-9777

640 DBL BUNGALOW/ DUPEX/TOWNHOME UNFURN. MPLS

UPTOWN 3BR, 1BA, 3 lvls, 3 season porch, 1430 sq ft, private bsmt, free W/D, storage space. Sgl gar avl + strtr prkg. \$2000+utils 612-823-0339

653 HOUSES FOR RENT UNFURN. NW, SW & WEST SUBURBS

BLOOMINGTON - 1 PRIVATE BEDROOM, SHARE HOME. \$390/month. Seeking responsible person. Utilities incl. Nice area! **952-648-0709**

VEHICLES WANTED

\$\$\$\$\$ CASH FOR CARS \$\$\$\$
Repairables or Junkers 612.414.4924

Mortgage Foreclosures

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:
Mortgagor: Julie I Newburry, a single person
Mortgagee: M & I Marshall & Ilsley Bank
Dated: October 25, 2007
Recorded: October 12, 2009
Anoka County Recorder Document No. 2010737.005
Assigned To: CIT Bank, N.A., its successors and assigns
Dated: October 1, 2015
Recorded: November 2, 2015
Anoka County Recorder Document No. 2122305.001
Assigned To: Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust
Dated: June 20, 2019
Recorded: September 13, 2019
Anoka County Recorder Document No. 2238368.002
Transaction Agent: Mortgage Electronic Registration Systems, Inc.
Number: 100854930001150534
Lender or Broker: M & I Marshall & Ilsley Bank
Residential Mortgage Servicer: PHH Mortgage Corporation
Mortgage Originator: M & I Marshall & Ilsley Bank
LEGAL DESCRIPTION OF PROPERTY: Lot Thirteen (13), Block Four (4), Division 2 and Addition, Anoka County, Minnesota

Mortgage Foreclosures

This is Abstract Property.
TAX PARCEL NO.: 22-31-24-22-0067
ADDRESS OF PROPERTY: 2331 Coon Rapids Blvd NW Coon Rapids, MN 55433
MORTGAGOR(S) IN WHICH PROPERTY IS LOCATED: Anoka ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$286,500.00
DATE AND TIME OF SALE: 10:00 AM
PLACE OF SALE: Sheriff's Office, 13301 Hanson Boulevard NW, Andover, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 12 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is April 15, 2025 at 11:59 p.m.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
Dated: September 3, 2024
Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, Assignee of Mortgage
By: HALLIDAY, WATKINS & MANN, P.C.
Attorneys for: Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, Assignee of Mortgage
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120
801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
MN11017.
8/26, 9/2, 9/9, 9/16, 9/23, 9/30, 10/7, 10/14/24 Star Tribune

DATE AND TIME OF SALE: October 28, 2024, 10:00 AM
PLACE OF SALE: Sheriff's Office, 13301 Hanson Boulevard NW, Andover, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 12 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is October 29, 2025 at 11:59 p.m.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
Dated: September 3, 2024
Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, Assignee of Mortgage
By: HALLIDAY, WATKINS & MANN, P.C.
Attorneys for: Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, Assignee of Mortgage
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120
801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
MN11017.
8/26, 9/2, 9/9, 9/16, 9/23, 9/30, 10/7, 10/14/24 Star Tribune

DATE AND TIME OF SALE: October 28, 2024, 10:00 AM
PLACE OF SALE: Hennepin County Sheriff's Office, Civil Unit, 350 South Fifth Street, Room 190, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 Months from the date of said sale by the mortgagor(s), their personal representatives or assigns.
DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is April 15, 2025 at 11:59 p.m.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
Dated: August 14, 2024
U.S. Bank National Association, successor by merger to U.S. Bank National Association ND, Mortgagee
By: HALLIDAY, WATKINS & MANN, P.C.
Attorneys for: U.S. Bank National Association, successor by merger to U.S. Bank National Association ND, Mortgagee
1333 Northland Drive, Suite 205 Mendota Heights, MN 55120
801-355-2886
651-228-1753 (fax)
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
MN10477.
8/19, 8/26, 9/2, 9/9, 9/16, 9/23/24 Star Tribune

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN: That default has occurred in the conditions of the following described mortgage:
DATE OF MORTGAGE: April 28, 2006
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$243,000.00
MORTGAGOR(S): Irene A. Maki and Donald C. Maki, wife and husband
MORTGAGEE: Wells Fargo Bank, N.A.
DATE AND PLACE OF FILING: Recorded on May 5, 2006 as Document Number 620191 in the Office of the County Recorder of Sherburne County, Minnesota.
ASSIGNMENTS OF MORTGAGE: Assigned to: Nationstar Mortgage LLC D/B/A Champion Mortgage Company by assignment recorded on August 29, 2024 as Document Number 937938 in the Office of the County Recorder of Sherburne County, Minnesota; thereafter assigned to Federal National Mortgage Association by assignment recorded on April 4, 2024 as Document Number 968064 in the Office of the County Recorder of Sherburne County, Minnesota; thereafter assigned to PHH Mortgage Corporation by assignment recorded on August 29, 2024 as Document Number 937938 in the Office of the County Recorder of Sherburne County, Minnesota.
STREET ADDRESS OF PROPERTY: 620 MINNESOTA AVENUE, BIG LAKE, MN 55309
COUNTY IN WHICH PROPERTY IS LOCATED: Sherburne County, Minnesota.
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$197,730.00
TRANSACTION AGENT: None
NAME OF MORTGAGE ORIGINATOR: Wells Fargo Bank, N.A.
RESIDENTIAL MORTGAGE SERVICER: PHH Mortgage Corporation
TAX PARCEL IDENTIFICATION NUMBER: 65-00494-0120
TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER: None
THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or, if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.
PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
DATE AND TIME OF SALE: November 05, 2024 at 10:00 AM.
PLACE OF SALE: Hennepin County Sheriff's Office, 13890 Highway 10, Elk River, MN 55330, to pay the debt then secured by said mortgage and taxes, if any actually paid by the mortgagor, the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagor(s), their personal representatives or assigns is twelve (12) months from the date of sale.
TIME AND DATE TO VACATE PROPERTY: Unless said mortgage is reinstated or the property redeemed, or the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None
Dated: September 12, 2024
PHH MORTGAGE CORPORATION
Mortgagee
TROTTLAW, P.C.
By: /s/ Kibongni Fondungallah, Esq.* Samuel R. Coleman, Esq.
Sung Woo Hong, Esq.
Attorneys for Mortgage
25 Dale Street North

Mortgage Foreclosures

St. Paul, MN 55102
(651) 200-9780
(24-0843-FC01)
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.
9/16, 9/23, 9/30, 10/7, 10/14, 10/21/24 Star Tribune

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:
Mortgagor: Richard W Kluegel and Gaylene K Kluegel Husband and Wife
Mortgagee: U.S. Bank, National Association N.D.
Dated: August 11, 2005
Recorded: September 28, 2005
Hennepin County Recorder Document No. 8662860
Transaction Agent: N/A
Transaction Agent Mortgage Identification Number: N/A
Lender or Broker: U.S. Bank National Association ND
Residential Mortgage Servicer: U.S. Bank National Association ND
Mortgage Originator: U.S. Bank National Association ND
LEGAL DESCRIPTION OF PROPERTY: SITUATED IN THE COUNTY OF HENNEPIN AND STATE OF MINNESOTA:

THE SOUTH 75 FEET OF NORTH 179.5 FEET OF THE WEST 134.14 FEET OF THE EAST 821.32 FEET OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 27, NORTH RANGE 24, WEST OF THE 4TH PRINCIPAL MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND SITUATE IN HENNEPIN COUNTY, MINNESOTA
This is Abstract Property.
TAX PARCEL NO.: 02-027-24-41-007A
ADDRESS OF PROPERTY: 8212 17th Ave S Bloomington, MN 55425
MORTGAGOR(S) IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$90,000.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$113,306.22
That prior to the commencement of this mortgage foreclosure proceeding Mortgage/Assignee of Mortgage, as nominee for Mutual of Omaha Mortgage, Inc., as mortgagor, as nominee for Mutual of Omaha Mortgage, Inc., its successors and assigns
Dated: August 1, 2021
Recorded: September 24, 2021
Dakota County Recorder Document No. 3493733
Assigned To: Freedom Mortgage Corporation
Dated: July 11, 2023
Recorded: July 19, 2023
Dakota County Recorder Document No. 3584935
Transaction Agent: Mortgage Electronic Registration Systems, Inc.
Transaction Agent Mortgage Identification Number: 101209600004019438
Lender or Broker: Mutual of Omaha Mortgage, Inc., a Corporation
Residential Mortgage Servicer: Freedom Mortgage Corporation
Mortgage Originator: Mutual of Omaha Mortgage, Inc., a Corporation
LEGAL DESCRIPTION OF PROPERTY: LOT 1, BLOCK 2, HARMONY 5TH ADDITION, DAKOTA COUNTY, MINNESOTA

This is Abstract Property.
TAX PARCEL NO.: 02-027-24-41-007A
ADDRESS OF PROPERTY: 8212 17th Ave S Bloomington, MN 55425
MORTGAGOR(S) IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$90,000.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$113,306.22
That prior to the commencement of this mortgage foreclosure proceeding Mortgage/Assignee of Mortgage, as nominee for Mutual of Omaha Mortgage, Inc., as mortgagor, as nominee for Mutual of Omaha Mortgage, Inc., its successors and assigns
Dated: August 1, 2021
Recorded: September 24, 2021
Dakota County Recorder Document No. 3493733
Assigned To: Freedom Mortgage Corporation
Dated: July 11, 2023
Recorded: July 19, 2023
Dakota County Recorder Document No. 3584935
Transaction Agent: Mortgage Electronic Registration Systems, Inc.
Transaction Agent Mortgage Identification Number: 101209600004019438
Lender or Broker: Mutual of Omaha Mortgage, Inc., a Corporation
Residential Mortgage Servicer: Freedom Mortgage Corporation
Mortgage Originator: Mutual of Omaha Mortgage, Inc., a Corporation
LEGAL DESCRIPTION OF PROPERTY: LOT 1, BLOCK 2, HARMONY 5TH ADDITION, DAKOTA COUNTY, MINNESOTA

This is Abstract Property.
TAX PARCEL NO.: 34-32079-02-010
ADDRESS OF PROPERTY: 2693 133rd St W Rosemount, MN 55068
COUNTY IN WHICH PROPERTY IS LOCATED: Dakota County
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$364,000.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$371,049.77
That prior to the commencement of this mortgage foreclosure proceeding Mortgage/Assignee of Mortgage, as nominee for Mutual of Omaha Mortgage, Inc., as mortgagor, as nominee for Mutual of Omaha Mortgage, Inc., its successors and assigns
Dated: August 1, 2021
Recorded: September 24, 2021
Dakota County Recorder Document No. 3493733
Assigned To: Freedom Mortgage Corporation
Dated: July 11, 2023
Recorded: July 19, 2023
Dakota County Recorder Document No. 3584935
Transaction Agent: Mortgage Electronic Registration Systems, Inc.
Transaction Agent Mortgage Identification Number: 101209600004019438
Lender or Broker: Mutual of Omaha Mortgage, Inc., a Corporation
Residential Mortgage Servicer: Freedom Mortgage Corporation
Mortgage Originator: Mutual of Omaha Mortgage, Inc., a Corporation
LEGAL DESCRIPTION OF PROPERTY: LOT 1, BLOCK 2, HARMONY 5TH ADDITION, DAKOTA COUNTY, MINNESOTA

This is Abstract Property.
TAX PARCEL NO.: 34-32079-02-010
ADDRESS OF PROPERTY: 2693 133rd St W Rosemount, MN 55068
COUNTY IN WHICH PROPERTY IS LOCATED: Dakota County
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$364,000.00
AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$371,049.77
That prior to the commencement of this mortgage foreclosure proceeding Mortgage/Assignee of Mortgage, as nominee for Mutual of Omaha Mortgage, Inc., as mortgagor, as nominee for Mutual of Omaha Mortgage, Inc., its

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 09/16/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	496621
StarTribune 09/23/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	496621

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$224.00**

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: 09/23/2024

Diane E. Rak Kleszyk



Notary Public

AFFIDAVIT OF PUBLICATION

Wisconsin State Journal
1901 Fish Hatchery Rd, Madison, WI 53713
(800) 362-8333

State of Pennsylvania, County of Lancaster, ss:

I, Casey Allen, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Wisconsin State Journal, a newspaper at Madison, County of Dane, State of Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on the dates listed below:

Publication Dates:

Sep 17, 2024, Sep 24, 2024

Notice ID: ai4TgQAI6IT2sbB0JOsJ

Notice Name: RFP25.3 & 25.4 WI

Section: Legals

Category: 0100 LEGAL NOTICE

Publication Fee: \$82.62

Casey Allen

Agent

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

Signed or attested before me on this: 09/24/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

RFP 25.3 & RFP 25.4

RFP # 25.3 Interactive Technology Solutions &
RFP # 25.4 Lockers, Athletic Equipment & Related Services

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFPs #25.3 Interactive Technology Solutions and #25.4 Lockers, Athletic Equipment & Related Services.

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

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on Friday, October 25, 2024 for RFP #25.3 and before 10:00 a.m. CT on Friday, October 11, 2024 for RFP #25.4. Late proposals will not be considered.

WSJ: September 17, 24, 2024
COL-WI-12001395 WNAJLP

[External]Release Successful on Bid RFP #25.4 - Lockers, Athletic Equipment & Related Services

Public Purchase <notices@publicpurchase.com>

Mon 9/16/2024 10:34 AM

To:Joni Puffett <jpuffett@lcsc.org>

Joni Puffett:

Bid "RFP #25.4 - Lockers, Athletic Equipment & Related Services"

Status: Release Successful on Sep 16, 2024 10:34:31 AM CDT

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

<http://www.publicpurchase.com/gems/bid/bidView?bidId=192161>

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

Thank you for using Public Purchase.

MK= bUskAOuFSfyDpqhMJrcvgQ==

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 #25.4 Lockers, Athletic Equipment, & Related Services

CPC is seeking to collaborate with an experienced vendor(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 lockers and storage solutions, indoor and outdoor athletic equipment, wall mats, and installation, maintenance, and repair services at consortium level discounted pricing. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency.

Due: 10:00 a.m. CT on Friday, October 11, 2024

**Suppliers will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:

Joni Puffett
Procurement Solutions Program Director

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune
Wisconsin State Journal

Table of Contents

- I. [Introduction to CPC](#)
- II. Solicitation Description
- III. Responding Minimum Qualifications
- IV. Technical Specifications
- V. Timeline
- VI. Non-Required Conference Call
- VII. Method of Award
- VIII. Solicitation and Submittal Procedures
- IX. Solicitation Terms and Conditions
- X. [Appendix A: New Supplier Implementation Checklist](#)

I. Introduction to CPC

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

For this solicitation, CESA Purchasing, a program created by the 12 CESAs in Wisconsin, will be participating in this competitive solicitation and resulting contract(s). CESA Purchasing operates under Wisconsin Statute 16.70-16.848.

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 to collaborate with an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of lockers and storage solutions, indoor and outdoor athletic equipment, wall mats, and installation, maintenance, and repair services at consortium level discounted pricing. 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. A catalog may include, but not be limited to the following categories:

1. Student, athletic lockers and other storage solutions
2. Large athletic equipment and apparatuses
3. Wall mats/athletic wall padding
4. Installation, maintenance, repair, and other related services

CPC is looking to award to an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of lockers and storage solutions, indoor and outdoor athletic equipment, wall mats, and installation, maintenance, and repair services.

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

CPC intends to award this solicitation to one or more Suppliers based on who can offer acceptable lockers, storage solutions and related materials, athletic equipment, wall mats, and installation,

maintenance, and repair 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 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 July of 2020 through June of 2024, CPC and CESA participating agencies have purchased just over \$2.1 million in lockers, athletic equipment, and related services. 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 in excess of, 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 lockers, athletic equipment, and related 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 manufacturing, obtaining, delivering, installing, maintaining, and/or 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, back-ordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. If a Supplier includes installation and/or other services in their response, the Supplier must have the ability to furnish all required labor (if requested), materials, equipment, parts, and supplies necessary for the proposed services (installation, repair, replacement, refinishing, etc.). (Addendum 9.24.2024.)

B. Locker & Storage Solutions

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. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded. Ability to assess and determine existing site condition and the agencies expectations regarding lockers and storage solutions.
3. ~~Ability to furnish all required labor (if requested), materials, equipment, parts, and supplies necessary for the installation, repair, replacement, and refinishing of the proposed lockers and storage solutions. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~
4. Lockers and storage solutions can include but are not limited to:
 - a. Standard steel lockers (single, double, and multi-tiered).
 - b. Heavy-duty (single, double, multi-tiered, ventilated).
 - c. Athletic lockers.
 - d. Stadium and law enforcement lockers (security lock box, footlockers).
 - e. Bench storage/lockers.
 - f. Knocked-Down lockers.
 - g. Custom-design lockers/storage.
 - h. Accessories, parts and supplies such as bases, bottoms, lock options, hoods/tops, end panels, trim, racks, pedestals, and coat hooks.
5. Fabrication at a minimum, shall:
 - a. Composed of prime grade mill cold-rolled sheet steel free from surface imperfection, per ASTM A 366/A 66M - Standard Specification for Sheet Steel, Carbon, Cold-Rolled, Commercial Quality, capable of taking a high-grade enamel or powder coated finish that does not allow for chipping or flaking. All hooks, bolts, and nuts are to be zinc-plated.
 - b. Door frames must be welded to provide a rigid, strong assembly, of no less than 16-gauge steel formed in a channel shape. Vertical changes shall have additional flange

- to provide a continuous door strike. No bolts, screws or rivets can be used in the assembly of locker units.
- c. Doors must be made with a minimum 16-gauge steel with louvers, channel shaped on both the lock and hinge side, with angle formations across the top and bottom.
- d. Doors and exposed body parts shall be selected from manufacturers standard designed color range. Non-exposed body parts shall be finished in manufacturers' standard color.
- e. Body of the lockers. Minimum 16-gauge bottom. Top, sides, back, and shelves a minimum of 24-gauge, with bolt spacing not to exceed 9 inches o.c. Hinges will be full length, 16-gauge continuous piano type, riveted to both door and frame. Ventilation for all locker sides, door, top, shelf and bottoms shall be per manufacturer specifications. Handles will consist of one-piece 16-gauge (minimum) deep drawn stainless steel cup designed to accommodate locks. Provide handle latching via a lifting trigger of 11-gauge steel (minimum), attached to the latching channel.
- 6. If requested, number plates shall be laser etched on an aluminum number plate to be located near the top center part of each door. The participating agency shall provide the numbering sequence.
- 7. Warranty. The Vendor will provide, at a minimum a 10-year warranty against defects in materials and parts, and a two-year warranty against workmanship due to installation.
- 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. 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. Athletic Equipment & Supplies - General

- 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. Verify that all items conform to all applicable federal and state safety requirements. Vendors must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the Vendor.
 - a. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

D. Athletic Equipment - Large Athletic Equipment, Apparatuses, Installation, Maintenance & Repair:

- 1. The Vendor must be able to provide a broad-line of quality indoor and outdoor, large athletic equipment, supplies, and installation services (Addendum 9.24.2024.). CPC defined large athletic

equipment and supplies as providing the infrastructure of any athletic events. CPC reserves the right in this category, to reject any response(s) that does not meet the scope of this category. Large equipment can include, but is not limited to:

- a. Basketball backstops, backboards, goals, rigging systems.
- b. Football field goals, pylons, tackling apparatus, blocking dummies.
- c. Lacrosse/field hockey/soccer goals, goal nets.
- d. Wrestling mats.
- e. Tennis court nets, straps, windscreens, posts.
- f. Volleyball poles, steel/aluminum/carbon fiber systems, nets, sleeves, sockets, padding, judges stand.
- g. Hydration stations.
- h. Field maintenance equipment (i.e. irrigation, padding, fencing, field paint, dry line markers).

2. ~~The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the installation of large athletic equipment. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~

E. Wall Mats – Athletic Wall Padding (Mats), Materials, Installation, Maintenance & Repair

1. The Vendor must have the ability to assess and determine existing site conditions and the agencies' expectations for wall mats (athletic wall padding) to be provided.
2. All wall mats must meet the American Society for Testing Materials (ASTM) E84, and one of the following:
 - a. National Fire Protection Agency (NFPA) 286.
 - b. Factory Mutual Laboratories (FM) 4880.
 - c. Underwriters Laboratories (UL) 1715.
 - d. Underwriters Laboratories (UL) 1040.
3. The Vendor must submit all documentation for wall mats verifying conformance with the above standards with their response. This documentation shall be submitted as Wall Mat Documentation. Only wall-mats meeting the minimum specifications noted above will be accepted.
4. Submit to the purchasing agency all documentation verifying that the wall mats purchased and/or installed meet or exceed the specifications listed above.
5. ~~The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the installation of the wall mats. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~

F. 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. The Supplier cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. 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 the Procurement Solutions Coordinator 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.

G. 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. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
6. Installation - Lockers. Install metal lockers and accessories at locations shown in accordance with manufacturer's instructions, site plans, etc. Respondent must install lockers, plumb, level and square. All lockers must be securely anchored to the wall and/or floor before use. All adjacent lockers and/or locker units must be tied together by bolting at four points, two (2) at the top and two (2) at the bottom, using zinc-plated bolts. Upon completion of installation, inspect all lockers and adjust for proper door and locking mechanism operation.
7. Installation – Athletic Equipment. Installation shall be handled directly by the manufacturer or by a factory-certified installation subcontractor with the appropriate state contractor license. All products must be installed according to the manufacturer's instructions. All equipment will be adjusted by installers for smooth and proper operation. All areas will be kept clean and free of debris.
8. 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.
9. 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.
10. 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.
11. 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.

H. 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.

I. 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.

J. 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. Include freight in all quotes provided to participating agencies.
6. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
7. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Supplier.
8. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the Supplier's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

K. 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.

L. 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

Date/Time	Event
September 16, 2024	Publication of RFP #25.4 Lockers, Athletic Equipment, and Related Services
September 24, 2024 at 1:00 p.m. CT	Non-Required Conference Call
October 1, 2024 at 4:00 p.m. CT	Deadline for Suppliers to Submit Questions
October 11, 2024 at 10:00 a.m. CT	Deadline for Submission
November 12, 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/82495780039?pwd=VeHvEmSMMvclm6L7Mz38zZk9dRzWqn.1>

1. **Dial-in Number:** 929 436 2866
2. **Meeting ID:** 824 9578 0039
Passcode: 369720

VII. Method of Award

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

	Points Available
Minimum Qualifications	Pass/Fail
Technical Proposal	280
Pricing Proposal	220
Total Points	500

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

Best and Final Offer (BAFO): CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

Contract Development: Following the final evaluations 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). 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 Vendor 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, Vendors should contact Public Purchase at 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	<u>Do Not Submit with Response.</u>
2 General Terms and Conditions	Retain for your records.

3 Questionnaire – Name of Company	Provided as a Word document. Submit as one (1) PDF. Include certifications, if applicable.
4 Forms & Signatures – Name of Company	Provided as PDF. Submit as one (1) PDF, <u>signatures required</u>.
5 Pricing Schedule – Name of Company	Provided as Excel document. Submit as Excel document.
6 Certificate of Insurance (COI) – Name of Company	Submit as PDF. Respondent to provide.
7 Wall Mat Documentation (see IV.E.2)	Submit as PDF.

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 state statute where the project is being conducted.
2. For Minnesota, North Dakota, South Dakota, and Wisconsin:
 - a. Projects valued at One hundred seventy-five thousand dollars (\$175,000) or more in Minnesota;
 - b. Projects valued at Fifty thousand dollars (\$50,000) or more for educational agencies and two hundred thousand (\$200,000) or more for municipalities in North Dakota;
 - c. Projects valued at One hundred thousand dollars (\$100,000) or more for public improvement in South Dakota,
 - d. Statute §779.14 sets forth specific bonding requirements for public improvement projects in Wisconsin. Suppliers are encouraged to review Wisconsin statutes for bonding thresholds.
3. As required by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Supplier and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

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

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

It is the Supplier's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. 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, 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 regards to renewing a contract for an additional contract term.

Task Description	Completed By
1. CPC Supplier Orientation 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
2. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Supplier
3. Web Development/Express Store (if applicable) 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
4. Marketing General announcement Supplier profile page Email signature logo Email communication announcement <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
5. Marketing – Supplier General announcement Sales/Account team training; contract highlights including pricing schedule	Supplier

<i>*All materials will be approved by CPC prior to disbursement</i>	
6. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Supplier
7. Semi-Annual Evaluation and/or Annual Evaluation	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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 09/2023

Questionnaire

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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](#)

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. Include name, email, and phone number(s).

	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 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 the year it was founded (1-2 paragraphs max.).

Click or tap here to enter text.

2. Provide evidence of what your company is doing to remain viable in the industry.

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 lockers, athletic equipment, and related services to.

Click or tap here to enter text.

5. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from lockers, athletic equipment, and related services sales on an annual basis.

Click or tap here to enter text.

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

Click or tap here to enter text.

7. Provide any additional information relevant to this section.

Click or tap here to enter text.

Provide three (3) references that have purchased lockers, athletic equipment, and related services 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 lockers, athletic equipment, and related services 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 how your company works with participating agencies to fulfill their needs and wants regarding lockers, athletic equipment, and related services (i.e. site visits, quotes, communication, drawings, approval).

Click or tap here to enter text.

3. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

Click or tap here to enter text.

4. 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.

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

Click or tap here to enter text.

6. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement (including methods) receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc. Specify if you will be including a dealer network and how they will be involved. Describe lead time, availability, delivery, installation, etc.

Click or tap here to enter text.

7. 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.

8. 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.

9. Describe how your company plans to utilize this contract. How will you educate and train sales staff on the contract terms and conditions, details, and promotion of the contract? Describe how you will involve your marketing staff.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

6. 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.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

11. Provide any additional information relevant to this section.

Click or tap here to enter text.

Value Add

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

Click or tap here to enter text.

Exceptions & Deviations

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

Click or tap here to enter text.

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.

Forms & Signatures

RFP #25.4 Lockers, Athletic Equipment, and Related Services

Instructions

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

To submit the required forms, follow these steps:

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

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

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

Contract Offer & Award

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

Part I: Supplier

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

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

Part II: CPC

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

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

EDGAR Certification Form

2 CFR Part 200

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

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

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

(A) Supplier Violation or Breach of Contract Terms

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

(B) Termination for Cause and for Convenience

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

(C) Equal Employment Opportunity

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

(D) Davis Bacon Act

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

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

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

(E) Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

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

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

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

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

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

(J) Procurement of Recovered Materials

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

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

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

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

(L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Business Name _____

**Authorized
Signature** _____

Full Name _____

Title _____

Subcontractor Utilization Form

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

Solicitation Name: _____
Solicitation Number: _____
Supplier Name: _____

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

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Pricing Schedule Intro

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

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

This spreadsheet contains the following workbooks/tabs:

- 1 - Catalog Discounts
- 2 - Price Schedule
- 3 - Services
- 4 - Volume Discounts

1 - Catalog Discounts - *required*

Complete the Catalog Discount columns for Items in a Commercially Available Catalog.

2 - Price Schedule - *required*

Input the Net Effective Bid Price and respective information for all line items in the entire catalog. Create a separate spreadsheet for each catalog. Alternatively, you may upload separate spreadsheets as long as they contain the minimum information as described in the Price Schedule Instructions.

3 - Services - *optional*

Submit pricing for Services that might be available.

4 - Volume Discounts - *optional*

Submit all volume discounts that might be available.

1 - Catalog Discounts

Instructions. Complete the Catalog Discount columns for Items in a Commerically Available Catalog. This is an **REQUIRED** form.

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			

If more categories are needed, add a new tab with similar formatting.

2 - Price Schedule

INSTRUCTIONS: Input the Net Effective Bid Price and respective information for all line items in the entire catalog. Create **a separate spreadsheet for each catalog**. Alternatively, you may upload separate spreadsheets as long as they contain this minimum information: 1. The name and brief description of the product, including the manufacturer (if applicable), 2. The current price of the item at the bid due date, 3. The discount percentage offered for this bid, 4. The final price after the bid discount. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed Tab 2 OR Vendor created spreadsheets with the information listed in the instructions is **REQUIRED** for a complete response. Failure to have price correspond may be cause for rejection of your offer.

Responding Company's Name:

Catalog Name:

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
13											13
14											14
15											15
16											16
17											17
18											18
19											19
20											20
21											21
22											22
23											23
24											24
25											25
26											26
27											27
28											28
29											29
30											30
31											31
32											32
33											33
34											34
35											35
36											36
37											37
38											38
39											39
40											40
41											41
42											42
43											43
44											44
45											45
46											46
47											47
48											48
49											49
50											50
51											51
52											52
53											53
54											54
55											55
56											56
57											57

3 - Services

Instructions. Complete the tables below for the following services. This is an **OPTIONAL** form.

Responding Company's Name:

Professional Services

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Design			#DIV/0!			
Project Management			#DIV/0!			
Dock Delivery			#DIV/0!			
Inside Delivery			#DIV/0!			
Preventative Maintenance (Annual)			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

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

Other Services - Extended warranty, training, etc.

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

4 - Volume Discounts

Instructions. Complete the form below if your company is offering additional discounts for a one time purchase based on volume OR a group of local agencies in a geographic area combining requirements. Please note this is an **optional form**.

Responding Company's Name:

OPTIONAL FORM

[illegible]



Questions for Bid RFP #25.4 - Lockers, Athletic Equipment & Related Services

<p>Question #1</p> <p>Can I get a copy of the last bid tabulation sheet?</p> <p>Answers</p> <p>For information on previous solicitations, please view the audit packets that are posted online.</p> <p>Lockers - https://cobra-msc-production.s3.amazonaws.com/contract_attachments/571/f26d840bf965ec259b7dcce50ff6d47335f5eb08/RFP_21.9_-_Audit_Packet-min.pdf</p> <p>Athletic Equipment: https://cobra-msc-production.s3.amazonaws.com/contract_attachments/118/9828131005a5db46408f263937f94f22f5f6c767/RFP_21.7_-_Audit_Packet-min.pdf</p> <p>Archive</p>	<p>Sep 23, 2024 9:28:35 AM CDT By: Tiger Supplies - tiger64</p> <p>Sep 23, 2024 1:15:57 PM CDT By: jpuffett_CPC</p>
<p>Question #2</p> <p>If we are bidding only on the locker portion, do we have to be able to do the installation as well</p> <p>Answers</p> <p>This question is answered with the addendum dated 9.24.2024. Installation and other services are not a requirement of this RFP. However, if a Supplier's response includes services, there are certain requirements that must be met.</p> <p>Archive</p>	<p>Sep 23, 2024 9:28:47 AM CDT By: Tiger Supplies - tiger64</p> <p>Sep 24, 2024 12:07:09 PM CDT By: jpuffett_CPC</p>
<p>Question #3</p> <p>For the lockers, can we bid our own brand?</p> <p>Answers</p> <p>Yes.</p> <p>Archive</p>	<p>Sep 23, 2024 9:28:58 AM CDT By: Tiger Supplies - tiger64</p> <p>Sep 23, 2024 1:21:53 PM CDT By: jpuffett_CPC</p>
<p>Question #4</p> <p>Will the locker portion be awarded to multiple vendors or each section will go to one vendor only</p> <p>Answers</p> <p>CPC intends to award this solicitation to one or more Suppliers based on who can offer acceptable lockers, storage solutions and related materials, athletic equipment, wall mats, and installation, maintenance, and repair services that can be of benefit to all participating agencies.</p> <p>Archive</p>	<p>Sep 23, 2024 9:29:09 AM CDT By: Tiger Supplies - tiger64</p> <p>Sep 23, 2024 1:23:17 PM CDT By: jpuffett_CPC</p>
<p>Question #5</p> <p>can we bid only on Section B? or we have to be able to provide items in all Sections?</p> <p>Answers</p> <p>CPC will consider proposals from any Supplier who can provide a broad catalog of offerings in any or all categories defined in the scope of work.</p> <p>Archive</p>	<p>Sep 24, 2024 12:14:22 PM CDT By: Tiger Supplies - tiger64</p> <p>Sep 25, 2024 4:02:24 PM CDT By: jpuffett_CPC</p>

View Bid



[External]Addendum Release Successful on Bid RFP #25.4 - Lockers, Athletic Equipment & Related Services

From Public Purchase <notices@publicpurchase.com>

Date Tue 9/24/2024 12:02 PM

To Joni Puffett <jpuffett@lcsc.org>

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

Joni Puffett:

Bid "RFP #25.4 - Lockers, Athletic Equipment & Related Services"

Status: Release Successful on Sep 16, 2024 10:34:31 AM CDT

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

<http://www.publicpurchase.com/gems/bid/bidView?bidId=192161>

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

Thank you for using Public Purchase.

MK= CNgIXQrNYlpjiQtoGybBZQ==

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.

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, back-ordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. If a Supplier includes installation and/or other services in their response, the Supplier must have the ability to furnish all required labor (if requested), materials, equipment, parts, and supplies necessary for the proposed services (installation, repair, replacement, refinishing, etc.). (Addendum 9.24.2024.)

B. Locker & Storage Solutions

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. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded. Ability to assess and determine existing site condition and the agencies expectations regarding lockers and storage solutions.
3. ~~Ability to furnish all required labor (if requested), materials, equipment, parts, and supplies necessary for the installation, repair, replacement, and refinishing of the proposed lockers and storage solutions. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~
4. Lockers and storage solutions can include but are not limited to:
 - a. Standard steel lockers (single, double, and multi-tiered).
 - b. Heavy-duty (single, double, multi-tiered, ventilated).
 - c. Athletic lockers.
 - d. Stadium and law enforcement lockers (security lock box, footlockers).
 - e. Bench storage/lockers.
 - f. Knocked-Down lockers.
 - g. Custom-design lockers/storage.
 - h. Accessories, parts and supplies such as bases, bottoms, lock options, hoods/tops, end panels, trim, racks, pedestals, and coat hooks.
5. Fabrication at a minimum, shall:
 - a. Composed of prime grade mill cold-rolled sheet steel free from surface imperfection, per ASTM A 366/A 66M - Standard Specification for Sheet Steel, Carbon, Cold-Rolled, Commercial Quality, capable of taking a high-grade enamel or powder coated finish that does not allow for chipping or flaking. All hooks, bolts, and nuts are to be zinc-plated.
 - b. Door frames must be welded to provide a rigid, strong assembly, of no less than 16-gauge steel formed in a channel shape. Vertical changes shall have additional flange

- to provide a continuous door strike. No bolts, screws or rivets can be used in the assembly of locker units.
- c. Doors must be made with a minimum 16-gauge steel with louvers, channel shaped on both the lock and hinge side, with angle formations across the top and bottom.
 - d. Doors and exposed body parts shall be selected from manufacturers standard designed color range. Non-exposed body parts shall be finished in manufacturers' standard color.
 - e. Body of the lockers. Minimum 16-gauge bottom. Top, sides, back, and shelves a minimum of 24-gauge, with bolt spacing not to exceed 9 inches o.c. Hinges will be full length, 16-gauge continuous piano type, riveted to both door and frame. Ventilation for all locker sides, door, top, shelf and bottoms shall be per manufacturer specifications. Handles will consist of one-piece 16-gauge (minimum) deep drawn stainless steel cup designed to accommodate locks. Provide handle latching via a lifting trigger of 11-gauge steel (minimum), attached to the latching channel.
6. If requested, number plates shall be laser etched on an aluminum number plate to be located near the top center part of each door. The participating agency shall provide the numbering sequence.
 7. Warranty. The Vendor will provide, at a minimum a 10-year warranty against defects in materials and parts, and a two-year warranty against workmanship due to installation.
 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. 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. Athletic Equipment & Supplies - General

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. Verify that all items conform to all applicable federal and state safety requirements. Vendors must notify CPC and CPC's participating agencies immediately of any equipment or product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the Vendor.
 - a. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

D. Athletic Equipment - Large Athletic Equipment, Apparatuses, Installation, Maintenance & Repair:

1. The Vendor must be able to provide a broad-line of quality indoor and outdoor, large athletic equipment, supplies, and installation services (Addendum 9.24.2024.). CPC defined large athletic

equipment and supplies as providing the infrastructure of any athletic events. CPC reserves the right in this category, to reject any response(s) that does not meet the scope of this category. Large equipment can include, but is not limited to:

- a. Basketball backstops, backboards, goals, rigging systems.
- b. Football field goals, pylons, tackling apparatus, blocking dummies.
- c. Lacrosse/field hockey/soccer goals, goal nets.
- d. Wrestling mats.
- e. Tennis court nets, straps, windscreens, posts.
- f. Volleyball poles, steel/aluminum/carbon fiber systems, nets, sleeves, sockets, padding, judges stand.
- g. Hydration stations.
- h. Field maintenance equipment (i.e. irrigation, padding, fencing, field paint, dry line markers).

2. ~~The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the installation of large athletic equipment. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~

E. Wall Mats – Athletic Wall Padding (Mats), Materials, Installation, Maintenance & Repair

1. The Vendor must have the ability to assess and determine existing site conditions and the agencies' expectations for wall mats (athletic wall padding) to be provided.
2. All wall mats must meet the American Society for Testing Materials (ASTM) E84, and one of the following:
 - a. National Fire Protection Agency (NFPA) 286.
 - b. Factory Mutual Laboratories (FM) 4880.
 - c. Underwriters Laboratories (UL) 1715.
 - d. Underwriters Laboratories (UL) 1040.
3. The Vendor must submit all documentation for wall mats verifying conformance with the above standards with their response. This documentation shall be submitted as Wall Mat Documentation. Only wall-mats meeting the minimum specifications noted above will be accepted.
4. Submit to the purchasing agency all documentation verifying that the wall mats purchased and/or installed meet or exceed the specifications listed above.
5. ~~The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the installation of the wall mats. See "A. General, 3." for requirements on proposed services. (Addendum 9.24.2024.)~~

F. 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. The Supplier cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. 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.

[External]Public Purchase - RFP #25.4 - Lockers, Athletic Equipment & Related Services Closed Notification

From Public Purchase <notices@publicpurchase.com>

Date Fri 10/11/2024 10:00 AM

To Joni Puffett <jpuffett@lcsc.org>

Joni Puffett:

The bid RFP #25.4 - Lockers, Athletic Equipment & Related Services has closed on Oct 11, 2024 10:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=192161>

Thank you for using Public Purchase.

MK= Ar7vxkz4MckdCghrdioLQg==

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****Bid Number****Bid Title****Cooperative Purchasing Connection****192161****Lockers, Athletic Equipment & Related Services**

Vendor Name	State	Invitation	Date	Email	Reason
2nd Wind Exercise Equipment Inc	MN	Classification	2024-09-16 09:51:48	tmaynard@2ndwindexercise.com	Bid Notification
AAE	PA	Classification	2024-09-16 09:51:48	DANM@AAESPORTS.COM	Bid Notification
Adorama, Inc.	NY	Classification	2024-09-16 09:51:48	biddept@adorama.com	Bid Notification
Alert Services, Inc.	TX	Classification	2024-09-16 09:51:48	orders@alertservices.com	Bid Notification
Alert Services, Inc.	TX	Classification	2024-09-24 11:15:01	orders@alertservices.com	Addendum Notification
Allied Solutions	IN	Self Invited	2024-09-24 11:15:01	contracts@alliedsolutionenterprise.com	Addendum Notification
Allstate Peterbilt Group	WI	Classification	2024-09-16 09:51:48	jsemington@wdlarson.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA	Classification	2024-09-16 09:51:48	TOMS@AAESPORTS.COM	Bid Notification
Becker Arena Products	MN	Classification	2024-09-16 09:51:48	pat.groetsch@beckerarena.com	Bid Notification
Beynon Sports Surfaces, Inc.	MD	Classification	2024-09-16 09:51:48	jreinke@beynonsports.com	Bid Notification
Bill Fritz Sports Corporation	NC	Classification	2024-09-16 09:51:48	bfritz@billfritzsports.com	Bid Notification
BRIGADOON FITNESS INC	IN	Classification	2024-09-16 09:51:48	Kevinf@BrigadoonFitness.com	Bid Notification
Brown & Bigelow, Inc	FL	Classification	2024-09-16 09:51:48	mryba@brownandbigelow.com	Bid Notification
BSN Sports & US Games	TX	Classification	2024-09-16 09:51:48	bsnbid@bsnsports.com	Bid Notification
BSN Sports & US Games	TX	Classification	2024-09-24 11:15:01	bsnbid@bsnsports.com	Addendum Notification
Building Material Supply, Inc	MN	Classification	2024-09-16 09:51:48	cstevens@bmsizone.com	Bid Notification
Business Essentials	MN	Self Invited	2024-09-24 11:15:01	xsproule@orderbe.com	Addendum Notification
Clarke Distributing Company	TX	Classification	2024-09-16 09:51:48	andres@clarke-sports.com	Bid Notification
Concourse Team Express LLC	TX	Classification	2024-09-16 09:51:48	adam.trevino@teamexpress.com	Bid Notification
Conner Athletic Products	IA	Classification	2024-09-16 09:51:48	iconner@power-lift.com	Bid Notification
ConServ Flag Company	NE	Classification	2024-09-16 09:51:48	conservflag@conservflag.com	Bid Notification
ConServ Flag Company	NE	Classification	2024-09-24 11:15:01	conservflag@conservflag.com	Addendum Notification
Crescent Products Inc.	MN	Classification	2024-09-16 09:51:48	brent@zebramats.com	Bid Notification
Dakota Fence	ND	Classification	2024-09-16 09:51:48	mike@dakotafence.com	Bid Notification
Dakota Playground	ND	Classification	2024-09-16 09:51:48	sales@dakotaplayground.com	Bid Notification
Dakota Playground	ND	Classification	2024-09-24 11:15:01	sales@dakotaplayground.com	Addendum Notification
Dynamic Fitness	WI	Classification	2024-09-16 09:51:48	shane@legendfitness.com	Bid Notification
Eastbay, INC	WI	Classification	2024-09-16 09:51:48	frank.white@eastbay.com	Bid Notification
Eco Works Supply	MN	Classification	2024-09-16 09:51:48	jay@ecoworkssupply.com	Bid Notification
econocrafts	NJ	Classification	2024-09-16 09:51:48	bids@econocrafts.com	Bid Notification
ELITE TEXTILE TRADING LLC	CA	Self Invited	2024-09-24 11:15:01	amy@elitetex.us	Addendum Notification
eSpecial Needs	MO	Classification	2024-09-16 09:51:48	smorelan@especialneeds.com	Bid Notification
Find Import Corporation	MA	Classification	2024-09-16 09:51:48	vendor@opentip.com	Bid Notification
Fisher Scientific	IL	Classification	2024-09-16 09:51:48	cs.quotes@thermofisher.com	Bid Notification
Fit Supply	TX	Classification	2024-09-16 09:51:48	sales@fitsupply.com	Bid Notification
FlagHouse, Inc	NJ	Classification	2024-09-16 09:51:48	keyaccounts@flaghouse.com	Bid Notification
Flanagan Sales Inc.	MN	Classification	2024-09-16 09:51:48	wecanhelp@flanagansales.com	Bid Notification
FLR Sanders, Inc.	MN	Classification	2024-09-26 14:17:30	dcariveau@flrsanders.com	Bid Notification
Galls	KY	Classification	2024-09-16 09:51:48	brewer-tiffany@galls.com	Bid Notification
Game One	WY	Classification	2024-09-16 09:51:48	alex.starcevic@game-one.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2024-09-16 09:51:48	d.stern@gametimesportssystems.com	Bid Notification
GearGrid LLC	MN	Classification	2024-09-16 09:51:48	jeffa@geargrid.com	Bid Notification
Gerrells Sports Center	ND	Classification	2024-09-16 09:51:48	gerrells@gerrells.net	Bid Notification
Gilman Gear	CT	Classification	2024-09-16 09:51:48	admin@gilmangear.com	Bid Notification
Global Equipment Company, Inc.	GA	Classification	2024-09-16 09:51:48	bgarrett@globalindustrial.com	Bid Notification
H&B Specialized Products, Inc.	MN	Classification	2024-09-16 09:51:48	janderson@hbsponline.com	Bid Notification
H&B Specialized Products, Inc.	MN	Classification	2024-09-24 11:15:01	janderson@hbsponline.com	Addendum Notification
H2I Group, Inc.	MN	Classification	2024-09-16 09:51:48	eshrigley@h2igroup.com	Bid Notification
Haldeman Homme	MN	Classification	2024-09-16 09:51:48	srivard@andersonladd.com	Bid Notification
Haldeman Homme	MN	Classification	2024-09-16 09:51:48	pfedje@andersonladd.com	Bid Notification
Heartland Chenille & Embroidery	MO	Classification	2024-09-16 09:51:48	stan@dscando.com	Bid Notification
J. Oliver Construction LLC	KS	Classification	2024-09-16 09:51:48	beth@jolverconstruction.com	Bid Notification
Johnson Health Tech North America, Inc	WI	Classification	2024-09-16 09:51:48	matt.kehoe@matrixfitness.com	Bid Notification
Johnson Health Tech North America, Inc	WI	Classification	2024-09-24 11:15:01	matt.kehoe@matrixfitness.com	Addendum Notification
Johnson Health Tech Retail, Inc.	WI	Self Invited	2024-09-24 11:15:01	jessica.bangia@johnsonfit.com	Addendum Notification
JONAH'S ENTERPRISES INC	NY	Classification	2024-09-16 09:51:48	JONAH.S.ENTERPRISES@GMAIL.COM	Bid Notification
KORNEY BOARD AIDS	TX	Classification	2024-09-16 09:51:48	info@KBACOAACH.COM	Bid Notification
Lyon Workspace Products	IL	Classification	2024-09-16 09:51:48	lhagemann@lyonworkspace.com	Bid Notification
Medco Supply	IL	Classification	2024-09-24 11:15:01	medcosalessupport@medcosupply.com	Addendum Notification
Medco Supply	IL	Classification	2024-10-11 06:57:11	medcosalessupport@medcosupply.com	Bid Notification
MedexSupply Distributors Inc	NY	Classification	2024-09-16 09:51:48	gov@medex-supply.com	Bid Notification
MFAC, LLC	RI	Classification	2024-09-16 09:51:48	mfathletic@mfathletic.com	Bid Notification
MFAC, LLC	RI	Classification	2024-09-24 11:15:01	mfathletic@mfathletic.com	Addendum Notification
Midwest Playscapes, Inc.	MN	Classification	2024-09-16 09:51:48	Bruce@midwestplayscapes.com	Bid Notification
Nasco Education LLC	WI	Classification	2024-09-16 09:51:48	bids@nascoeducation.com	Bid Notification
Nasco Education LLC	WI	Classification	2024-09-24 11:15:01	bids@nascoeducation.com	Addendum Notification
Oates Specialties LLC	TX	Classification	2024-09-16 09:51:48	drdre@OatesSpecialties.com	Bid Notification

Oates Specialties LLC	TX	Classification	2024-09-24 11:15:01	drdre@OatesSpecialties.com	Addendum Notification
Orthotech Sports Medical Equipment, Inc.	IL	Classification	2024-09-16 09:51:48	tomjohnston@orthotechsports.com	Bid Notification
Palos Sports, Inc.	IL	Classification	2024-09-16 09:51:48	agallagher@palosports.com	Bid Notification
Park & Play USA	ND	Classification	2024-09-16 09:51:48	mike@parkandplayusa.com	Bid Notification
Park & Play USA	ND	Classification	2024-09-24 11:15:01	mike@parkandplayusa.com	Addendum Notification
Park Warehouse	FL	Classification	2024-09-16 09:51:48	bids@parkwarehouse.com	Bid Notification
Patterson Medical Supply, Inc	NY	Classification	2024-09-16 09:51:48	Medcosalessupport@medcosupply.com	Bid Notification
Practice Sports, Inc.	NE	Classification	2024-09-16 09:51:48	chad@practicesports.com	Bid Notification
PRO TUFF DECALS	IL	Classification	2024-09-16 09:51:48	ken@protuffdecals.com	Bid Notification
Professional Track and Tennis Inc	NE	Classification	2024-09-16 09:51:48	dillon@protrackandtennis.com	Bid Notification
Promaxima Mfg. Ltd.	TX	Classification	2024-09-16 09:51:48	order@promaxima.com	Bid Notification
Push Pedal Pull	SD	Classification	2024-09-16 09:51:48	jostby@pushpedalpull.com	Bid Notification
PUSH PEDAL PULL	SD	Classification	2024-09-16 09:51:48	tpedersen@pushpedalpull.com	Bid Notification
Pyramid Paper Company	FL	Classification	2024-09-16 09:51:48	biddept@pyramidsp.com	Bid Notification
Pyramid Paper Company	FL	Classification	2024-09-24 11:15:01	biddept@pyramidsp.com	Addendum Notification
RECREATION SUPPLY COMPANY	ND	Classification	2024-09-16 09:51:48	bids@recsupply.com	Bid Notification
Rocky Mountain Recreation LLC	ID	Classification	2024-09-16 09:51:48	rockymountainrecreationllc@gmail.com	Bid Notification
Rogers Athletic Company	MI	Classification	2024-09-16 09:51:48	sbroughton@rogersathletic.com	Bid Notification
Royal Media Network	MD	Classification	2024-09-16 09:51:48	arish@royalimagingolutions.com	Bid Notification
RTP ARMOR, LLC	NE	Classification	2024-09-16 09:51:48	shad@rtparmor.com	Bid Notification
RTP ARMOR, LLC	NE	Classification	2024-09-24 11:15:01	shad@rtparmor.com	Addendum Notification
S&S Worldwide	CT	Classification	2024-09-16 09:51:48	bids@ssww.com	Bid Notification
S&S Worldwide	CT	Classification	2024-09-24 11:15:01	bids@ssww.com	Addendum Notification
SAFETY SUPPLY INC	TX	Classification	2024-09-16 09:51:48	shelley@SAFETYSUPPLYINC.COM	Bid Notification
SCHOOL HEALTH CORP	IL	Classification	2024-09-16 09:51:48	bids@schoolhealth.com	Bid Notification
SCHOOL HEALTH CORP	IL	Classification	2024-09-24 11:15:01	bids@schoolhealth.com	Addendum Notification
School Specialty LLC	WI	Classification	2024-09-16 09:51:48	bidnotices@schoolspecialty.com	Bid Notification
School Specialty LLC	WI	Classification	2024-09-24 11:15:01	bidnotices@schoolspecialty.com	Addendum Notification
School Wholesale Supplies LLC	TN	Self Invited	2024-09-24 11:15:01	jpdas@ei-usa.com	Addendum Notification
School-Tech, Inc	MI	Classification	2024-09-16 09:51:48	bschallhorn@school-tech.com	Bid Notification
SCR Holding Inc	TX	Classification	2024-09-16 09:51:48	sales@wfathleticsupply.com	Bid Notification
SNA Sports Group	MI	Classification	2024-09-16 09:51:48	info@snasportsgroup.com	Bid Notification
Southern Minnesota Inspection Co	MN	Classification	2024-09-16 09:51:48	cplonske@southernminnesotainspection.com	Bid Notification
Sportdecals, Inc.	IL	Classification	2024-09-16 09:51:48	lvetter@sportdecals.com	Bid Notification
The J Paul Company	TX	Classification	2024-09-16 09:51:48	Lindsay@jpaulco.com	Bid Notification
The Library Store, Inc.	IL	Classification	2024-09-16 09:51:48	districtbids@thelibrarystore.com	Bid Notification
The Prophet Corporation	MN	Classification	2024-09-16 09:51:48	bids@gophersport.com	Bid Notification
The Prophet Corporation	MN	Classification	2024-09-16 09:51:48	contracts@gophersport.com	Bid Notification
Tiger Supplies	NJ	Self Invited	2024-09-23 12:15:57	brenda@tigercompanies.com	Bid Answer
Tiger Supplies	NJ	Self Invited	2024-09-23 12:21:53	brenda@tigercompanies.com	Bid Answer
Tiger Supplies	NJ	Self Invited	2024-09-23 12:23:17	brenda@tigercompanies.com	Bid Answer
Tiger Supplies	NJ	Self Invited	2024-09-23 11:07:09	brenda@tigercompanies.com	Bid Answer
Tiger Supplies	NJ	Self Invited	2024-09-24 11:15:01	brenda@tigercompanies.com	Addendum Notification
Tiger Supplies	NJ	Self Invited	2024-09-25 15:02:24	brenda@tigercompanies.com	Bid Answer
Toledo Physical Education Supply	OH	Classification	2024-09-16 09:51:48	dmetzger@tpesonline.com	Bid Notification
Toledo Physical Education Supply	OH	Classification	2024-09-24 11:15:01	dmetzger@tpesonline.com	Addendum Notification
Tutt Construction	MT	Classification	2024-09-16 09:51:48	jaredtutt@gmail.com	Bid Notification
Ultimate Safety Concepts, Inc.	MN	Classification	2024-09-16 09:51:48	lindakimber@clareys.com	Bid Notification
Upper Midwest Athletic Construction, Inc	MN	Classification	2024-09-16 09:51:48	eric@umathleticconstruction.com	Bid Notification
W.L. Collins Corp., LLC.	MA	Classification	2024-09-16 09:51:48	brendan.sweed@collinsports.com	Bid Notification
W.S. Darley & Co.	IL	Classification	2024-09-16 09:51:48	tomdarley@darley.com	Bid Notification
Wenger Corporation	MN	Classification	2024-09-16 09:51:48	julie.webber@wengercorp.com	Bid Notification
Wissota Supply Co. Inc.	WI	Classification	2024-09-16 09:51:48	gjohn@wissotasupply.com	Bid Notification

Access Report**Agency****Bid Number****Bid Title****Cooperative Purchasing Connection****25.4****Lockers, Athletic Equipment & Related Services**

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Alert Services, Inc.	2024-09-17 08:25 AM CDT	2024-09-17 08:25 AM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	
RTP ARMOR, LLC	2024-09-16 02:35 PM CDT	2024-09-16 02:36 PM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	
School Wholesale Supplies LLC	2024-09-17 05:30 AM CDT	2024-09-23 02:45 AM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
S&S Worldwide	2024-09-16 01:18 PM CDT	2024-09-16 01:23 PM CDT	Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf Part 5 - #25.4 - Pricing Schedule.xlsx	
American AI Logistics	2024-09-19 07:59 PM CDT	2024-09-19 07:59 PM CDT		
Medco Supply	2024-09-17 02:07 PM CDT	2024-10-14 09:51 AM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 3 - #25.4 - Questionnaire.docx Part 4 - #25.4 - Forms & Signatures.pdf Part 2 - #25.4 - Pricing Schedule.xlsx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	2024-10-11 09:41 AM CDT
Pyramid Paper Company	2024-09-16 10:35 AM CDT	2024-09-16 10:35 AM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	
Nasco Education LLC	2024-09-18 08:30 AM CDT	2024-10-03 08:44 AM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
ELITE TEXTILE TRADING LLC	2024-09-16 11:05 AM CDT	2024-10-11 07:00 AM CDT	Part 2 - #25.4 - General Terms & Conditions.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 3 - #25.4 - Questionnaire.docx Part 4 - #25.4 - Forms & Signatures.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
Park & Play USA	2024-09-16 02:15 PM CDT	2024-09-24 03:16 PM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
BSN Sports & US Games	2024-09-16 01:02 PM CDT	2024-09-16 01:03 PM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
Johnson Health Tech North America, Inc	2024-09-17 10:38 AM CDT	2024-09-17 10:43 AM CDT	Part 3 - #25.4 - Questionnaire.docx Part 4 - #25.4 - Forms & Signatures.pdf Part 2 - #25.4 - General Terms & Conditions.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
SCHOOL HEALTH CORP	2024-09-18 04:20 PM CDT	2024-09-20 11:49 AM CDT	Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 4 - #25.4 - Forms & Signatures.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
The Bid Lab	2024-09-17 12:10 AM CDT	2024-10-11 12:17 AM CDT		
Johnson Health Tech Retail, Inc.	2024-09-17 10:20 AM CDT	2024-09-17 11:22 AM CDT	Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
H2I Group, Inc.	2024-09-16 10:52 AM CDT	2024-09-16 10:52 AM CDT		
School Specialty LLC	2024-09-16 10:57 AM CDT	2024-09-24 01:16 PM CDT	Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	

Oates Specialties LLC	2024-09-18 04:42 PM CDT	2024-09-24 12:57 PM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx	2024-09-19 11:50 AM CDT
Onvia	2024-09-25 04:25 PM CDT	2024-09-25 04:27 PM CDT	Part 3 - #25.4 - Questionnaire.docx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf	
Dodge Data & Analytics	2024-09-16 11:40 PM CDT	2024-10-25 02:21 AM CDT		
Toledo Physical Education Supply	2024-09-16 10:57 AM CDT	2024-09-16 10:57 AM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
The Prophet Corporation	2024-09-16 11:05 AM CDT	2024-09-16 11:05 AM CDT		
Business Essentials	2024-09-19 02:11 PM CDT	2024-09-19 02:11 PM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
Dakota Playground	2024-09-16 11:03 AM CDT	2024-09-16 11:03 AM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
H&B Specialized Products, Inc.	2024-09-16 01:44 PM CDT	2024-10-11 06:49 AM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	2024-10-10 01:12 PM CDT
Allied Solutions	2024-09-17 11:22 AM CDT	2024-09-25 04:44 AM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 5 - #25.4 - Pricing Schedule.xlsx Part 4 - #25.4 - Forms & Signatures.pdf Part 3 - #25.4 - Questionnaire.docx Part 2 - #25.4 - General Terms & Conditions.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf	
Central Valley Office Supply	2024-10-08 12:03 PM CDT	2024-10-08 12:03 PM CDT		
Tiger Supplies	2024-09-22 10:49 AM CDT	2024-09-24 12:53 PM CDT	Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs.pdf Part 5 - #25.4 - Pricing Schedule.xlsx	
ConServ Flag Company	2024-09-16 04:33 PM CDT	2024-09-24 11:15 PM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	
RIDDELL	2024-10-08 01:37 PM CDT	2024-10-08 01:41 PM CDT	Part 3 - #25.4 - Questionnaire.docx Part 1 - #25.4 - Lockers, Ath Equip & Related Svcs 9.24.2024.pdf Part 5 - #25.4 - Pricing Schedule.xlsx	
Orthotech Sports Medical Equipment,	2024-09-16 11:02 AM CDT	2024-09-16 11:02 AM CDT		
MFAC, LLC	2024-09-20 10:25 AM CDT	2024-09-20 10:26 AM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	
FLR Sanders, Inc.	2024-09-26 03:27 PM CDT	2024-09-26 03:27 PM CDT	Part 5 - #25.4 - Pricing Schedule.xlsx	

Opening Record

25.4 Lockers, Athletic Equipment & Related Services

10/11/2024

10:00 AM

Request for Proposal

Signed by:
Joni Puffett
1E1606A2BC7042A...

Joni Puffett

Date

DocuSigned by:
Amy Lohse
981BDA49D4464FE...

Amy Lohse

Time

DocuSigned by:
Lori Mittelstadt
48D2E03F59EF456...

Lori Mittelstadt

Company Responding	H&B Specialized Products, Inc.	Medco Supply	Oates Specialities LLC	[Vendor D]	[Vendor E]
3 Questionnaire <i>Yes/No</i>	YES	YES	YES		
4 Forms & Signatures <i>Yes/No</i>	YES	YES	YES		
5 Pricing Schedule <i>Yes/No</i>	YES	YES	YES		
6 Certificate of Insurance <i>Yes/No</i>	YES	NO	NO		
Additional Information					
Exhibit A – Marketing Plan <i>Yes/No</i>	N/A	N/A	N/A		
Business Type Certificate <i>(if applicable)</i> <i>Yes/No</i>	N/A	N/A	N/A		
Other	WALL MAT INFORMATION	QUOTE & CATALOG DISCOUNT SHEET (BuyBoard)	N/A		
Moves to Evaluation	YES	YES	YES		

Suspended/Debarred Vendor Detailed Information

Minnesota Rules Part 1230.1150, Subpart 6 (<https://www.revisor.mn.gov/rules/1230.1150/>) 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) (<https://www.revisor.mn.gov/rules/1230.1150/>) 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 (<https://sam.gov/content/exclusions>).

Results 1 - 7 of 7

5Way Contractors Inc

Dionne Construction

Garson Group

Green Nature-Cycle, LLC.

John Aish, Inc.

Snowmen Inc.

Treasure Enterprise, Inc.

Suspended and Debarred Vendors

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

There are currently NO suspended or debarred vendors.

Federal Suspended and Debarred Vendors

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



Cooperative Purchasing Connection
Tabulation Report RFP #25.4 - Lockers, Athletic
Equipment & Related Services
Vendor: H&B Specialized Products, Inc.

General Comments:

General Attachments: Certificate of Insurance - H-B Specialized Products.pdf
Forms - Signatures - H-B Specialized Products.pdf
Pricing Schedule - H-B Specialized Products.xlsx
Questionnaire - H-B Specialized Products.pdf
Wall Mat Documentation.pdf

Questionnaire

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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](#)

Company Information

Name of Company: H&B Specialized Products, Inc.

Company Address: 6213 Bury Drive

City, State, Zip code: Eden Prairie, MN 55346

Website: www.hbsponline.com, www.olympuslockers.com

Phone: 952-374-6110

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

	Name	Email	Phone
General Manager	Shawn Banyai	sbanyai@hbsponline.com	952-698-5781
Contract Manager	Jami Anderson	janderson@hbsponline.com	952-698-5780
Sales Manager	Jami Anderson	janderson@hbsponline.com	952-698-5780
Marketing Manager	Jami Anderson	janderson@hbsponline.com	952-698-5780
Customer Service Manager	David Sweep	dsweep@hbsponline.com	952-698-5785
Account Manager(s)	Kendell Banyai (Athletic/Pads) Shane Stifter (Lockers) David Sweep (Service) Kevin Larson (Accounting & Payments)	kendell.banyai@hbsponline.com sstifter@hbsponline.com dsweep@hbsponline.com kevin.larson@hbsponline.com	952-698-5780 952-698-5782 952-698-5785 952-698-5787

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 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.

N/A

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

_____ Yes

 X No

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

Click or tap here to enter text.

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

_____ Yes X No

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

Click or tap here to enter text.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

H&B Specialized Products, Inc. was incorporated in 2015 after deconsolidating from Hauenstein & Burmeister which was founded in 1923. H&B Specialized Products (as a division of Hauenstein & Burmeister) was started in the 1980's with a focus on supplying, installing and servicing educational specialties. In 2008, Olympus Lockers was founded as a wholly owned subsidiary of H&B and is an industry leader in corridor and athletic metal lockers and custom metal storage solutions.

2. Provide evidence of what your company is doing to remain viable in the industry.

Olympus Lockers is a dominant brand in the Upper Midwest and, in addition to offering industry standard solutions, has introduced innovative solutions including stainless steel locker bottom to inhibit rusting and offering the most durable athletic locker available in the internal angle iron Zeus locker. H&B has partnered with a regional vinyl fabricator to private label wall padding to offer custom padding solutions at very competitive pricing. H&B also represents national manufacturer Gared Performance Sports Systems (GPSS) for athletic equipment, and GPSS offers a comprehensive line of indoor and outdoor athletic equipment solutions and is constantly improving the products and offering unique solutions. Lastly, H&B has a dedicated Service Department capable of servicing, repairing and preventatively maintaining all the products H&B supplies and installs as well as many of our competitors.

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

H&B is founded on the belief that its customers deserve excellent communication, problem solving, quality products and service at a fair price. Our annual backlog of over 100 new product projects and well over 200 service calls and annual preventative maintenance contracts speak for themselves. Most of H&B's sales are a one-time purchase given the lifetime longevity of the products sold. However, H&B does have a strong repetitive customer base especially for service-related products. H&B not only services the products we provide through direct to owner sales and new construction bidding, but it also services those of its competitors. This frequently leads to sales of new products and/or service to a customer who purchased from an H&B competitor.

4. Describe the number of agencies your organization, on average, provides lockers, athletic equipment, and related services to.

Using 2023 as a benchmark, *unique* agencies (C/C/G, K12 & Higher Ed combined) totaled 74 of all 173 new product projects. Total agencies totaled 105 of all 173 new product projects. The balance of projects were other products (fixed and telescoping seating and scoreboards) or were to private schools, recreational facilities and businesses. Using 2024 to date (9/20/2024) as a benchmark, Service has completed 546 total service calls, product replacements and preventative maintenance inspections with the following totals: C/C/G = 8, K12 = 332 with over 100 unique K-12 agencies serviced, Higher Ed = 12 (193 calls were for other products i.e. bleachers, operable walls, etc. or to private schools, recreational facilities and businesses).

5. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from lockers, athletic equipment, and related services sales on an annual basis.

C/C/G = 3%, K12 Education = 59%, Higher Ed = 2%. Private = 8% and other products (i.e. bleachers, seating, scoreboards, etc.) = 28%.

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

H&B calls on Activities Directors, Business Managers, Maintenance Supervisors and Park & Rec Directors directly and through trade shows (i.e. MnIAAA, MASMS, MASBO, CPC Networking, etc.). H&B also facilitates email blasts specifically to promote service and preventative maintenance but also for product rollouts and innovations (i.e. Olympus Zeus locker kick-off).

7. Provide any additional information relevant to this section.

Click or tap here to enter text.

Provide three (3) references that have purchased lockers, athletic equipment, and related services 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	Dakota Meadows Middle School
Service/Product Purchased	Varies Corridor and Athletic Lockers, Service for lockers
Year of Purchase	2014, 2020, 2024
Reference Contact	Christopher Carlson
Phone	507-720-2631
Email	ccarls@isd77.k12.mn.us

Reference #2 – Company Name	Winona Area Public Schools
Service/Product Purchased	Multiple Athletic Lockers
Year of Purchase	2019, 2020
Reference Contact	Mike McArdle – Director of Buildings and Grounds
Phone	507-494-0871
Email	Michael.mcardle@winona.k12.mn.us

Reference #3 – Company Name	Sauk Rapids-Rice Public Schools
Service/Purchase Purchased	Wall Pads, Gym Equipment Service, Bleacher Service
Year of Purchase	2019, 2021, 2024
Reference Contact	Brad Berghuis
Phone	(320) 258-1990
Email	brad.berghuis@isd47.org

Performance & Capability

1. CPC is seeking qualified, experienced vendor(s) who possess the necessary resources and capabilities to provide lockers, athletic equipment, and related services for its participating agencies. Describe how your company's customer approach, products and services meet this objective.

H&B's sales team has over 60 years of experience consulting and providing solutions for member agencies and a team of 4 project managers to assist with the fulfillment of any order. In regards to product offering, H&B manufactures its own Lockers and has Wall Pads private labeled enabling it to make product improvements and innovations and control quality. H&B also exclusively represents national manufacturer Gared Performance Sports Systems which is the industry leader in providing safe, innovative, and quality institutional sports equipment for indoor and outdoor facilities. Lastly (but definitely not least), H&B has its own dedicated Service Department consisting of 3 technicians with company service trucks.

2. Describe how your company works with participating agencies to fulfill their needs and wants regarding lockers, athletic equipment, and related services (i.e. site visits, quotes, communication, drawings, approval).

The easiest way to answer this is to go through a typical project from lead to completion. Leads are routed through Jami (web inquiry which is the most prominent lead generator for H&B, phone, email, referral, trade show, etc.) and distributed to the appropriate sales representative with a maximum of 24 hours to connect directly with the inquiring individual. Step 1 is to connect and refine the need and confirm H&B can provide a solution (typically via phone or email). Step 2 typically involves a site visit to further discuss need(s) and solution(s), discuss timing, installation and scheduling (if applicable), verify the field conditions and get any required measurements. Step 3 is to price the solution(s). Assuming acceptance of the pricing, Step 4 is to process a written order from an agency and place an order with the manufacturer/supplier. This step may include production drawings, formal submittals, samples, etc. Step 5 (if required) is to gain acceptance of any submittals, samples, etc. to release for production. Step 6 is to confirm schedule and installation duration (if applicable).

Step 7 is to complete the work or deliver the product(s) if material only. Step 8 is to follow up with agency for satisfaction and training (if required).

3. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

H&B has a dedicated Service Department with the knowledge, experience and resources to respond quickly (same day in many instances) to equipment failures (whether supplied by H&B or not). Most products supplied by H&B are covered by a manufacturer's limited warranties, typically at least 1 year and in many cases, more. H&B's Service Department works directly with manufacturer to get a replacement part (whether covered under warranty or not) and coordinates with the agency to quote any required labor either a not to exceed price or a fixed price. Additionally, some agencies prefer to do the replacement themselves, and in these instances, H&B's Service Department coordinates the delivery of the part from the manufacturer directly to the agency (and provides any needed information to the agency to perform the work if needed).

4. 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.

H&B's headquarters is in Eden Prairie, MN and services MN & ND. H&B has a satellite office in Pardeeville, WI which services WI. SD is serviced by GPSS's exclusive dealer, Combined Building. H&B has a warehouse in which common Service parts and locker parts are inventoried for quick response times. All other stock products are inventoried by the manufacturer (i.e. GPSS) and are drop shipped via UPS or freight forwarded directly to the agency as needed. Custom products and lockers are manufactured on a per project basis and go through the 8 step process described above.

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

H&B's employee experience and knowledge is unparalleled, and it prides itself on the ability to provide a solution to any need even if it means referring an agency to an alternative supplier or even a competitor. H&B understands it cannot do or provide everything, but decades of experience results in knowing to whom a referral is needed. This aside, H&B is unique in that it manufactures its own lockers under the Olympus brand and sourced a third-party wall pad manufacturer. Each of these innovations affords H&B the ability to provide unique and custom solutions the competition won't or can't provide, and the pricing is quite often more competitive.

6. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement (including methods) receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc. Specify if you will be including a dealer network and how they will be involved. Describe lead time, availability, delivery, installation, etc.

Question 2 above is very similar and details this process. In addition, H&B has its own installation team for both athletic equipment and lockers, and when needed, we have subcontractors with decades of experience with whom we partner. Service is always performed by H&B's Service Team. Athletic equipment and Lockers are coordinated after receipt of order by a team of 3 Project Managers who work directly with the agency and manufacturer/supplier to coordinate approvals, releases for fabrication and delivery and installation. Lead times vary due to different project sizes, products needed, and facility conditions but typical athletic equipment lead times for submittals is 6 weeks (if needed) and fabrication and delivery 6 weeks after receipt of all approvals. Locker submittal lead time is also typically 6 weeks, but fabrication and delivery is longer at 12 weeks (and more in the "summer fabrication crunch").

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

Stock products are ordered the same day an order is received and delivered on an as soon as possible basis. If an agency needs a stock product urgently, it can be shipped expedited provided the agency is willing to pay the added shipping costs. Historically, immediate need is rarely required and typical 3-5 business day ground shipping is sufficient. Custom product orders are coordinated/communicated before a project is even quoted. H&B prides itself on being open and honest upfront with an agency on realistic lead times (production drawings, submittals, fabrication, installation, etc.) and has, on occasion, declined quoting (or accepting an order if an agency waits a protracted period of time before accepting H&B's quote) knowing an agency's timing could not be met.

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

Customer service inquiries (web, phone, cell phone, etc.) are directed to H&B's Service Department. Service Department hours of operation are 7 am to 4 pm, however. H&B's Service Department has responded to (and will continue to do

whenever feasible) “911” and off hours service needs in emergency situations. Services include repairing or replacing athletic equipment (i.e. backstop and divider curtain components, wall pads, mat hoists, batting and sport cages, etc.), locker parts (i.e. replacement doors, lift latches, locks, hooks, etc.), and outside the scope of this RFP, telescoping bleachers and operable walls.

9. Describe how your company plans to utilize this contract. How will you educate and train sales staff on the contract terms and conditions, details, and promotion of the contract? Describe how you will involve your marketing staff.

H&B’s sales staff (who also serve as H&B’s marketing staff) will actively promote CPC when on sales calls, at trade shows, at vendor fairs, on H&B’s website, in email signatures and through email blitzes. Every quote will be cross-referenced with the pricing included in this proposal to ensure it is as stated. H&B utilizes a detailed “green sheet” for pricing which clearly lists material, freight, labor and ancillary costs which makes for easy and quick cross reference to the pricing forms. Additionally, every contract order is designated a unique project number starting with 501 for the current year (i.e. 21-501-02 means CPC 2021 project number one for athletic equipment). This unique number is coded into H&B’s accounting and project management system Timberline for seamless coordination, fulfillment and reporting.

10. Describe your company’s contract implementation or customer transition plan.

H&B has a distinct advantage over other RFP respondents in that it has a CPC customer base already established, but there is always room for growth. Whether it’s an individual within the member agency or a member agency’s policy, H&B’s experience has shown member agencies, while familiar with CPC, believe they’re required to get 3 bids or that it isn’t beneficial to purchase using the contract. Overcoming these hurdles is H&B’s primary focus when calling on member agencies which don’t currently utilize CPC’s contract.

11. Describe your company’s experience and ability to work with punch-out and cXML marketplace systems.

H&B does not have experience or the ability to work with these marketplace systems. Given the propensity for a required labor component to the vast majority of member agency sales, marketplace systems are not a good fit.

12. 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:

H&B is consistent in its pricing whether it’s direct to a member agency, a formal public bid or through a purchasing contract. The 2% CPC fee essentially offsets the discount on the respective product being priced. The benefit to the member agency comes from eliminating its need to solicit multiple bidders and streamlining the procurement and fulfillment processes.

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

Stock products can be verified against a manufacturer’s published price list. In the event a published price list is not available or provided by a manufacturer, H&B typically notes, on its quote, an ADD (i.e. 5%) of the product’s CPC discount if purchased outside the contract. Custom products/projects would need to be verified against pricing from a competing vendor.

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

There are no minimum order requirements, however, pricing is skewed by freight for smaller quantity orders. An example of this is (36) 2'x6' wall pads fit on a pallet and the cost to ship said pallet is the same regardless of whether it's for 1 pad or 36 pads.

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

H&B's labor and service work warranty is 90 days. All product warranties are backed by manufacturer replacement (material only) with varying warranty durations. For instance, a basketball winch has an 8-year limited warranty for defects in material and workmanship, and a wall pad has a 1-year limited warranty for the same. A warranty claim initiated by a member agency is handled directly by H&B for coordination with the supplying manufacturer for verification and delivery of a replacement part/product, and if necessary, replacement work with the member agency.

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

Custom products are non-returnable. Stock products may be returned in new unused condition with shipping coordinated for direct return from the member agency to the supplying manufacturer. Restocking fees vary but are typically 25% of the purchase price.

6. 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.

While rare, occasional product discounts are offered by supplying manufacturers and H&B markets these to member agencies typically through email blasts.

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

H&B invoices for any and all orders and projects at delivery or completion on a net 30 days from invoice date basis. There are no fees unless payment extends beyond the 30 days a monthly service charge of 1.5% will be assessed.

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

H&B intends to submit pricing valid for the duration of the 2-year contract period. However, as witnessed during COVID, extenuating circumstances can and have occurred resulting in never-before-seen material and freight volatility (both in cost and availability). As a result, H&B reserves the right to submit, through the process outlined in the contract, for pricing adjustments. The indices used to justify price changes shall be applicable to the affected commodity (i.e. FRED for steel, FBX for freight, etc.).

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

Products introduced during the contract term will be List Priced by the manufacturer introducing the product and shall receive the same discount as the products included in the pricing schedule.

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

H&B verifies all pricing is in compliance with the contract and pricing schedule prior to quoting a member agency. Additionally, any order placed through the contract will receive a unique internal order number which is used by Sales, Project Management and Accounting to ensure the order is processed and completed per the contract terms.

11. Provide any additional information relevant to this section.

Click or tap here to enter text.

Value Add

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

While not exclusive to CPC, H&B offers complete turnkey solutions to unique challenges encountered by member agencies and is positioned to provide industry leading products coordinated by an experienced and knowledgeable staff and installed by factory trained and uniquely skilled installers.

Exceptions & Deviations

- 1. Our company is requesting an Exception and/or/Deviation to the RFP documents. Answer Yes or No.**
Yes.

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.**

IV. Technical Specifications, G. Design Layout, #5, page 8: ADD Member agency shall be required to signoff/accept any notes H&B includes on its quote and any required shop drawings, production prints, submittals, color selections, etc. prior to H&B releasing for manufacturer production and coordination of delivery and installation (if applicable).

IV. Technical Specifications, G. Design Layout, #4, page 8: Project specific plan review, permit and inspection fees are excluded from this response and will be invoiced at cost or secured by the member agency if applicable.

- 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**

D. Athletic Equipment, #1, page 6-7 - H&B does not supply the following:

Football pylons, tackling apparatus and blocking dummies.

Wrestling mats. H&B does supply and install wrestling mat hoists, but mats are supplied directly by the respective manufacturers (i.e. Dolamur, Resilite, Zebra, etc.).

Hydration stations.

Field maintenance equipment.

F. Pricing, page 8, #6: This stipulation shall apply to stock product only. Custom project pricing is unique to every project and is not comparable.

I. Ordering Methods, #2, page 9: H&B does not accept procurement cards or any other electronic forms of payment.



H&B SPECIALIZED PRODUCTS, INC.

WP-1: NFPA 286 & ASTM F2440 COMPLIANT WALL PADDING

Wall padding standard size shall be 6' x 2' with 1" nailing margin on top and bottom of each panel. Pads shall be constructed using XX-Firm, 2" thick, 6 lbs. density neoprene foam cemented to 3/8" oriented strand board.

Cover material shall be 16 oz. coated premium vinyl engineered to meet the stringent criteria set by the Customer Product Safety Commission (CPSC) in regards to lead and phthalate content. Additionally, it is designed with UV, anti-mildew, and FR treatments to meet or exceed NFPA-701 and the rigid standard of ASTM E-84 "Class A". Performance characteristics include:

Grab Tensile – 450 x 505 lbs./1"

Tongue Tear – 75 x 75 lbs./1"

Adhesion – 25 lbs./2"

Vinyl shall be available in white, yellow, camel, orange, flair red, rich red, dark maroon, Kelly green, forest green, sky blue, champion blue, royal blue, navy, galaxy grey, black.

Custom padding (thickness, material, and color) and size of padding (height and width) must have written description. Custom cutting and fitting of padding may be done in field to insure proper fit. Furring strips by others.

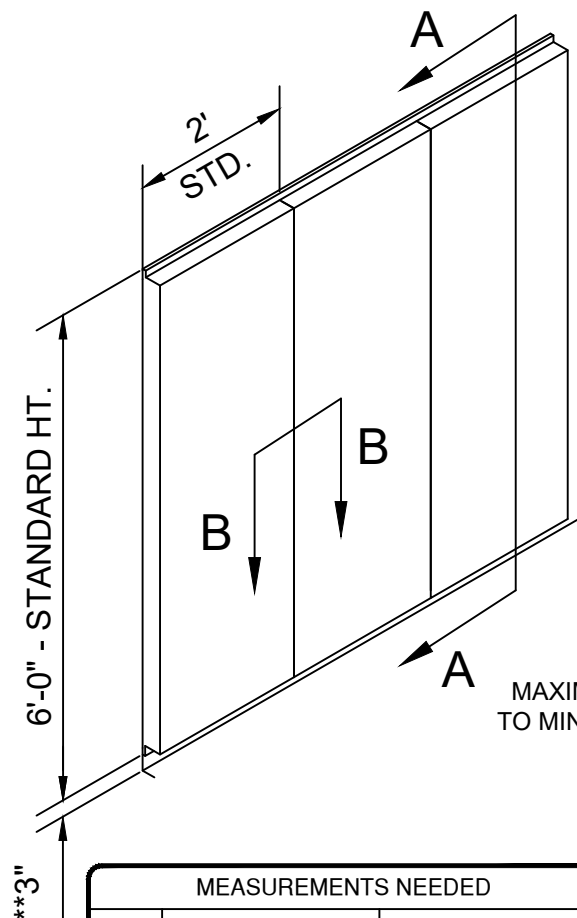
ACCESSORIES

Molded Wall Pad Cutout Kit molded of flexible, flame retardant, plasticized PVC compound which conforms to the following specifications;

1. Flammability Standard UL-94V-1
2. 90 durometer (flexibility)
3. Color: Gray
4. Sizes: Single 3" x 5-1/8", Double 5-1/8" x 5-1/8"

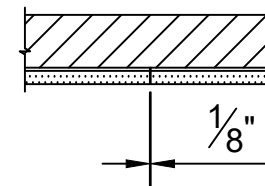
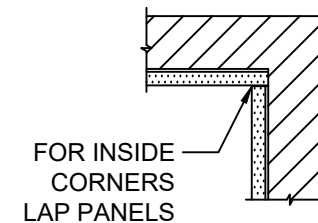
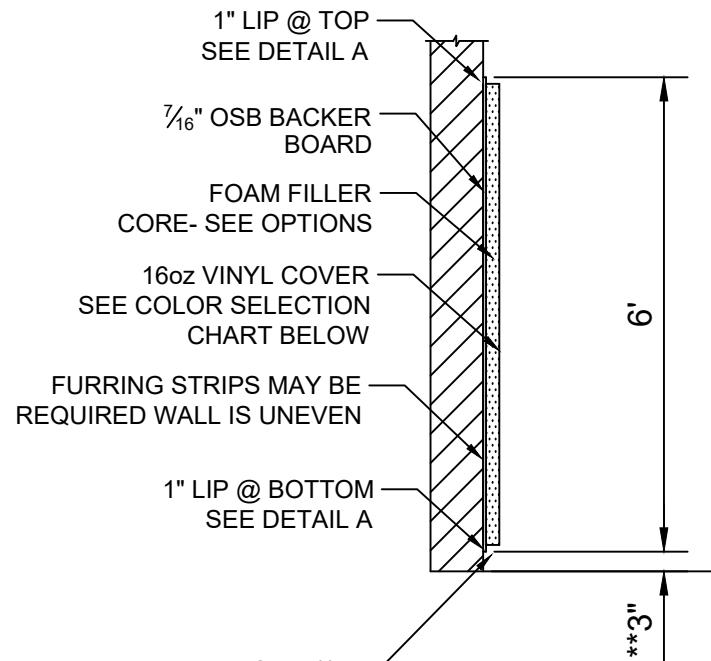
WALL ATTACHMENT TRIMS AND HARDWARE

Most H&B Specialized Products wall padding may be attached with special attachment trims and hardware. Contact your local authorized representative for assistance.

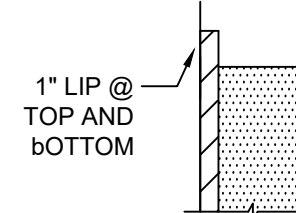


MEASUREMENTS NEEDED		
QTY.	HEIGHT	WIDTH
	5'-10" - SHOWN	2'-0" - SHOWN

16oz. LAMINATED VINYL COLOR SELECTIONS				
	SKY BLUE		YELLOW	
	ROYAL BLUE		BEIGE	
	RED		GRAY	
	WHITE		MAROON	
	ORANGE		PURPLE	



SECTION B-B



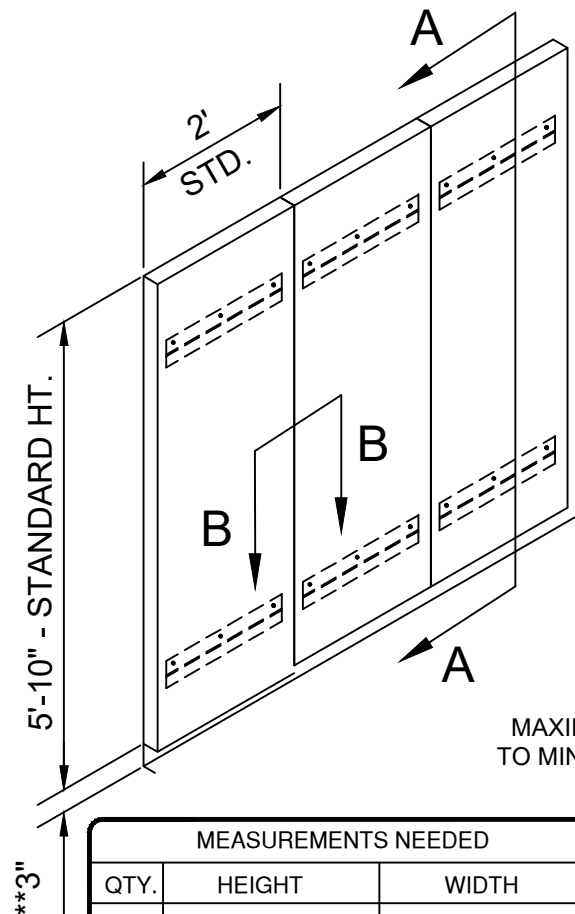
DETAIL A

NOTE: **
MAXIMUM RECOMMENDED DIMENSION
TO MINIMIZE THE POSSIBILITY OF BODY
CONTACT WITH WALL

SECTION A-A

FOAM CORE OPTIONS AVAILABLE	
	STANDARD POLY- 2" THICK 70 ILD HI-DENSITY OPEN CELL POLYPROPYLENE
	1" THICK 70 ILD HI-DENSITY OPEN CELL POLYPROPYLENE
	3" THICK 70 ILD HI-DENSITY OPEN CELL POLYPROPYLENE
	2" MEDIUM DENSITY FIRE RATED FOAM - MEETS E-84 CLASS A AND NFPA-286
	2" XX FIRM FIRE RATED FOAM - MEETS E-84 CLASS A , NFPA-286 AND ASTM 2440 IMPACT TESTING
	REBONDED FOAM - MEETS ASTM 2440 IMPACT TESTING

WALL PAD COMPONENT SPECIFICATIONS	
1.	BACKER - 7/16" THICK OSB (OREINTED STRAND BOARD) CUT TO 2'-0" x 5'-10"
2.	FOAM CORE - SEE OPTIONS LISTED ABOVE
3.	VINYL COVER - 16oz VINYL LAMINATED POLYESTER WITH LEATHER EMBOSSED FINISH. TEAR STRENGTH 75lbs x 75lbs TENSILE 450lbs/in x 505lbs/in ADHESION 25 lb/2in. FLAME RESISTANCE -PASS - CSFM NFPA 701, ASTM E84



**3"

MEASUREMENTS NEEDED		
QTY.	HEIGHT	WIDTH
	5'-10" - SHOWN	2'-0" - SHOWN

16oz. LAMINATED VINYL COLOR SELECTIONS					
	SKY BLUE		YELLOW		BLACK
	ROYAL BLUE		BEIGE		NAVY
	RED		GRAY		KELLY GREEN
	WHITE		MAROON		DARK GREEN
	ORANGE		PURPLE		.

Z-CLIP @ TOP
SEE DETAIL A

7/16" OSB BACKER BOARD

FOAM FILLER CORE- SEE OPTIONS

16oz VINYL COVER
SEE COLOR SELECTION CHART BELOW

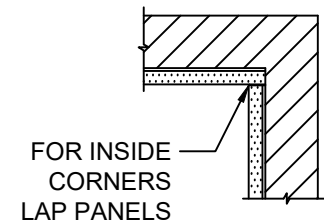
Z-CLIP @ BOTTOM
SEE DETAIL A

FURRING STRIPS MAY BE REQUIRED WALL IS UNEVEN

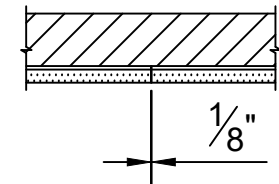
NOTE: **

MAXIMUM RECOMMENDED DIMENSION TO MINIMIZE THE POSSIBILITY OF BODY CONTACT WITH WALL

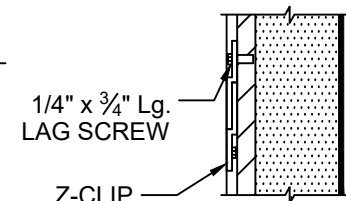
SECTION A-A



FOR INSIDE CORNERS LAP PANELS



SECTION B-B



DETAIL A

FOAM CORE OPTIONS AVAILABLE

STANDARD POLY- 2" THICK 70 ILD HI-DENSITY OPEN CELL POLYPROPYLENE
MEDIUM DENSITY FIRE RATED FOAM - MEETS E-84 CLASS A AND NFPA-286
XX FIRM FIRE RATED FOAM - MEETS E-84 CLASS A , NFPA-286 AND ASTM 2440 IMPACT TESTING
REBONDED FOAM - MEETS ASTM 2440 IMPACT TESTING

WALL PAD COMPONENT SPECIFICATIONS

1. BACKER - 3/8" THICK OSB (OREINTED STRAND BOARD) CUT TO 2'-0" x 5'-10"
2. FOAM CORE - SEE OPTIONS LISTED ABOVE
3. VINYL COVER - 16oz VINYL LAMINATED POLYESTER WITH LEATHER EMBOSSED FINISH. TEAR STRENGTH 75lbs x 75lbs TENSILE 450lbs/in x 505lbs/in ADHESION 25 lb/2in. FLAME RESISTANCE -PASS - CSFM NFPA 701, ASTM E84



H&B Specialized Products, Inc.
6213 Bury Drive, Eden Prairie, MN 55346
www.hbsponline.com

DESCRIPTION:

INDOOR WOOD BACKED WALL PAD
WITH Z-CLIPS TOP & BOTTOM

2	.	.	.
1	.	.	.
NO.	DATE	BY	REMARKS

REVISIONS

DATE: 1-14-19

SCALE: NONE

DRAWN BY: DR

DWG. NO.
WPAD-ZCLIP

SHT NO.
1 of 1

CLIENT: **QC NETWORKS, INC**
101 E. Jefferson St.
Wheatland, IA 52777

Test Report No:	TJ3516	Date:	February 1, 2016
------------------------	---------------	--------------	-------------------------

SUBJECT: Flammability Testing to NFPA 286, Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth – 2015 Edition.

PRODUCT EVALUATED: Client refers to samples received as “**Wall Pads - Blue**”. This project was entered into our receiving system on January 13th, 2016 in good condition.

TEST REQUESTED: Flammability Testing to NFPA 286, *Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth* – 2015 Edition. The referenced procedure was used to generate this report and data obtained from the test.

AUTHORIZATION: Proposal MB-2016-010403R1 approved on January 6th, 2016

SAMPLING DETAIL: Test samples were submitted to the laboratory directly by the client. No special sampling conditions were observed or noted by QAI Laboratories.

TEST DATE: January 29th, 2016

CONCLUSION: Currently, there are no acceptance criteria listed in NFPA 286. Detailed results are contained on the following pages of this report.

Prepared By



David Bauchmoyer
Test Technician

**Signed for and on behalf of
QAI Laboratories, Inc.**



J. Brian McDonald
Operations Manager



Test Sample Description:

QAI Laboratories, Inc. conducted testing for QC Networks, Inc. on "Wall Pads - Blue" to evaluate heat release and flame spread properties when subjected to specific ignition conditions. Testing was conducted in accordance with NFPA 286, 2015 Edition. This testing was performed on January 29th, 2016.

QAI Laboratories receive a quantity of 18 test samples in the laboratory for evaluation. The test panels measured 8 feet tall by 2 feet wide.

The test room was built by QAI Laboratory personnel prior to the application of the test sample. The three walls consisted of six panels each on the long walls and four on the short wall. The ceiling was constructed using framed drywall. The final interior dimensions were 8 feet high, 8 feet wide and 12 feet deep.

This room was placed into a conditioning room with conditions that meet the requirement of this standard for at least 48 hours prior to testing. The temperature of the test chamber prior to test was 69° F (21° C) and the relative humidity was 52%.

Ignition Source:

The ignition source for the test is a gas burner with a nominal 12 by 12 inch orifice, filled with a minimum 4 inch layer of Ottawa sand. The top surface of the burner through which the gas is applied is positioned 12 inches above the floor.

Burner Gas Flow:

CP Grade Propane was used for burner supply gas. A calibrated mass flow meter (Asset A300110, due for calibration 6/03/16) was used to meter flow to the burner. The 40 kW 5 minute exposure flowed 27 l/min Propane and the 160 kW exposure flowed 108 l/min Propane. These numbers were based upon the following constant: 1.485 kW min/l.

Compartment Geometry:

The interior dimensions of the floor of the fire test room, when the specimens are in place, measures 8 by 12 feet. The finished ceiling is 8 feet + /- 0.5 inches above the floor. The four walls are right angles defining the compartment. The compartment contains a 30 + /- 0.25 by 80 + /- 0.25 inch doorway in the center of one of the 8 by 8 foot walls. No other openings were present to provide ventilation.

Heat Release Rate Information:

All Heat Release Rate information obtained during this test utilized oxygen consumption calorimetry. The equation used for calculation is as follows:

$$\dot{q} = E * 1.10 * C \sqrt{\left[\frac{\Delta p}{T_s} \right]} * \left[\frac{(X_{O_2}^{A^*} - X_{O_2}^A)}{1 + \phi + (\alpha - 1)} \right]$$

Thermocouple Placement:

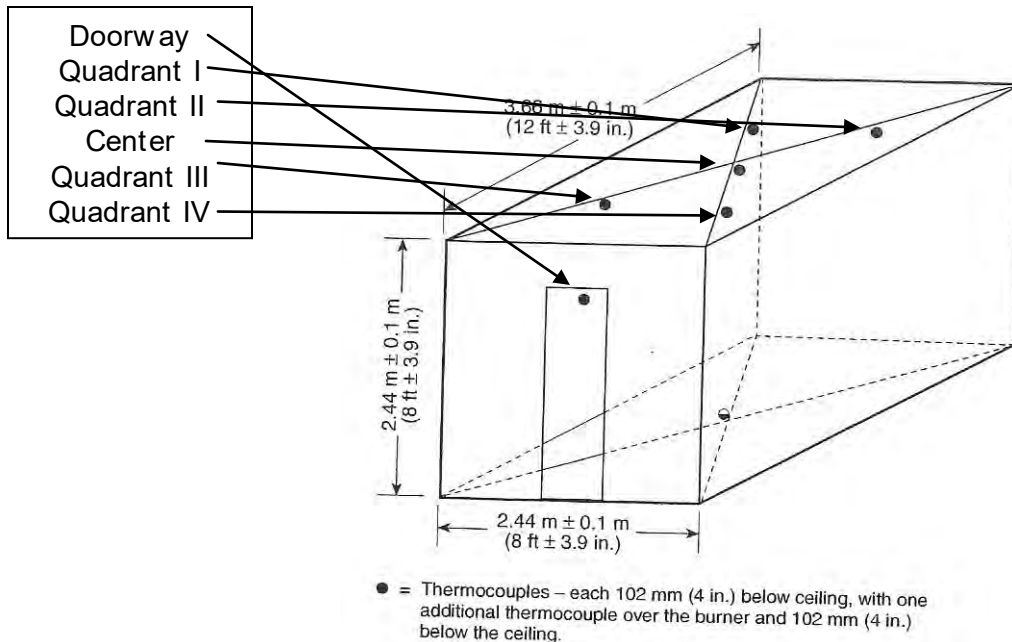


FIGURE 1. Thermocouple Locations



VISUAL OBSERVATIONS and DISCUSSIONS OF PERFORMANCE:

0:00:00 – Sand diffusion burner lit to 40 kW flame
0:01:00 – Very light smoke and some
0:02:00 – Flame height decreasing after hitting ceiling, heavy smoke
0:03:00 – Continued smoke development, very little contribution from assembly at this point
0:04:00 – Little change in conditions above
0:05:00 – Sand diffusion burner increased to 160 kW flame
0:06:00 – Smoke density has increased, flames hitting ceiling
0:08:00 – Minimal contribution of flame from walls, smoke dark in color
0:10:00 – Slight decrease in smoke and flame intensity
0:12:00 – Flame intensity and smoke development steady
0:13:00 – Continued steady performance, very little visible contribution from assembly
0:14:00 – Fairly steady flame intensity and smoke developed throughout test
0:15:00 – NFPA 286 test complete, small flames present after gas shut off

Flame Spread: *(video record on file)*

Flame spread of the sample was minimal. Minimal contribution from the test sample was noted around flames from burner for the first 5 minutes of test. Flames did reach the ceiling during the 40 kW exposure, but for a short time. From that point forward there was no significant contribution of material to the intensity of flaming. Flames did not reach the extremities of the test module and flashover, as defined in the specified test designation, did not occur.

Smoke Density:

A peak duct smoke value of 7% (93% obscured) and a Peak Smoke Release Rate was measured to be 1.94 m²/s at 6 minutes and 25 seconds after ignition.

The smoke obscuration reading was taken in the center of a 16 inch diameter duct.

Heat Flux Information:

The heat flux gauge registered a peak Heat Flux of 3.9 kW/m² at 9:23 into test.

CHARRING MEASUREMENT:

All charring as a result of testing this assembly was limited to the corner of the burner placement. There was a “V” pattern of char in the corner of ignition that went all the way to the ceiling, starting at the burner and ending up charring a section measuring approximately three feet in both directions to the ceiling. The ceiling itself had slight soot deposition as was each of the three walls measuring approximately 2 feet down from the ceiling.



FLASHOVER POTENTIAL:

In Section 1.3.1 of NFPA 286, the definition of flashover is an event where any two of the following conditions have been attained:

- Heat Release Rate exceeds 1 MW
- Heat Flux at the floor exceeds 20 kW/m²
- Average upper layer temperature exceeds 600°C (1112°F)
- Flames exit doorway
- Autoignition of a paper target on the floor occurs

For purposes of interpretation of these test results, the following compares the standard's definition of flashover with actual test results for comparison purposes:

- Peak Heat Release Rate of 366 kW
- Heat Flux at floor – Peak of 3.9 kW/m²
- Average upper average temperature – 771°F (411°C)
- Flames did not exit the doorway
- Both paper targets were undamaged during test

RESULTS:

Temperature vs. Time Chart:

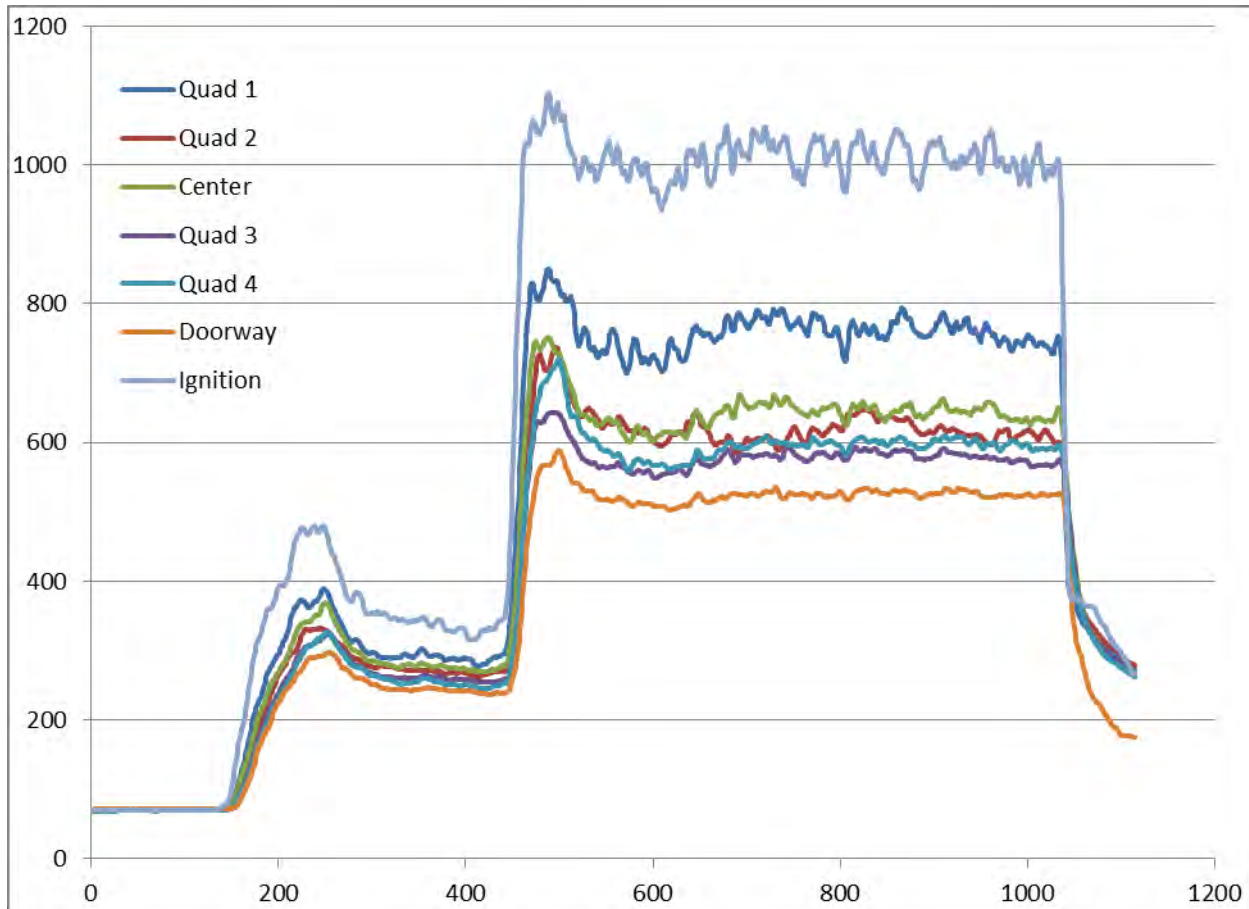


FIGURE 2. Temperature vs. Time

Maximum Peak Temperatures:

Doorway	589°F (309°C)
Center	751°F (399°C)
Quadrant I	850°F (454°C)
Quadrant II	737°F (392°C)
Ignition	1103°F (595°C)
Quadrant III	644°F (340°C)
Quadrant IV	720°F (382°C)

PEAK AVERAGE UPPER LAYER TEMP – 771°F (411°C)

Heat Release Rate vs. Time Chart:

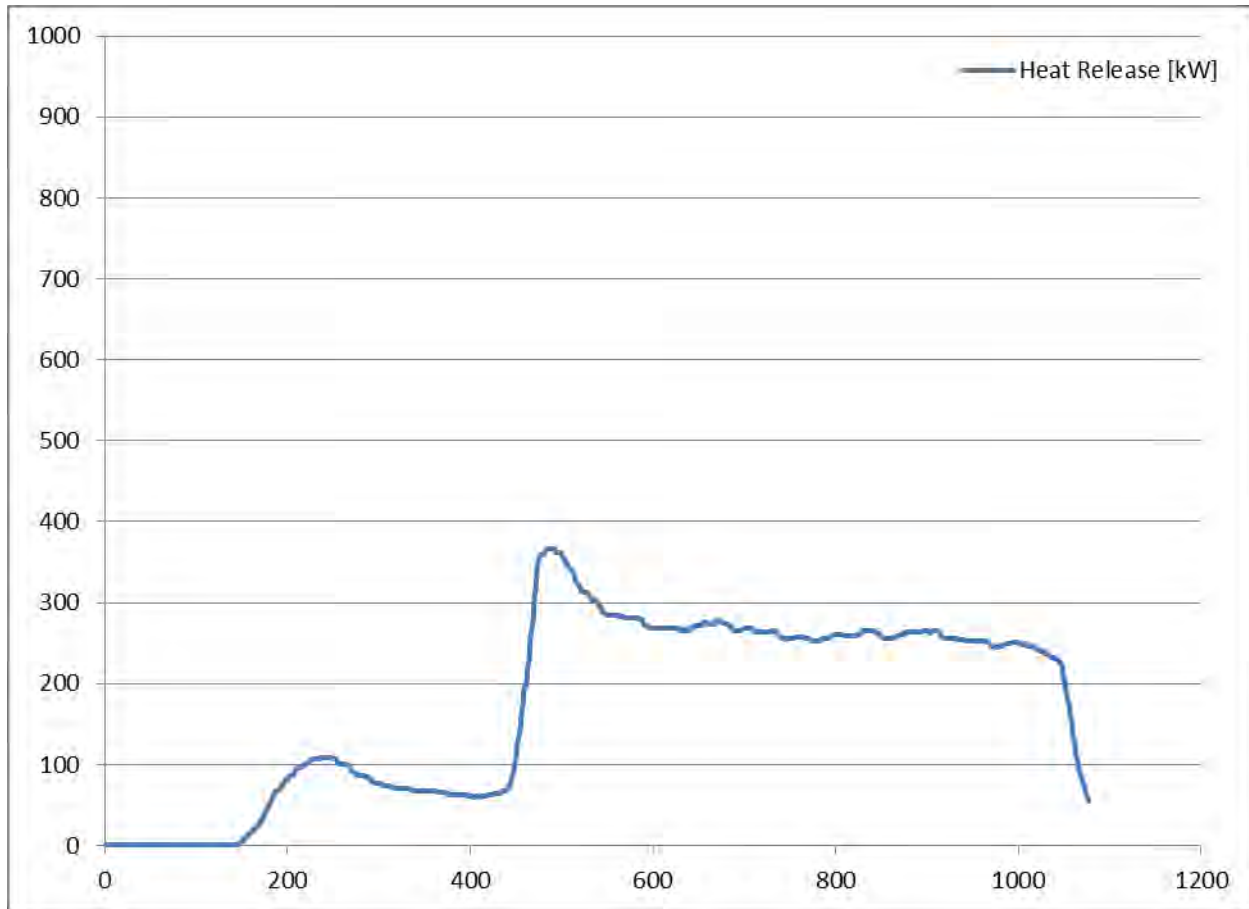


FIGURE 3. Heat Release Rate vs. Time

Numerical Values:

0-5 min average (kW)	77.3
5-15 min average (kW)	266.7
Peak Heat Release Rate	366 kW @ 5:43
Total Heat Released During 9:30	185.8

Smoke Obscuration and Smoke Release Rate:

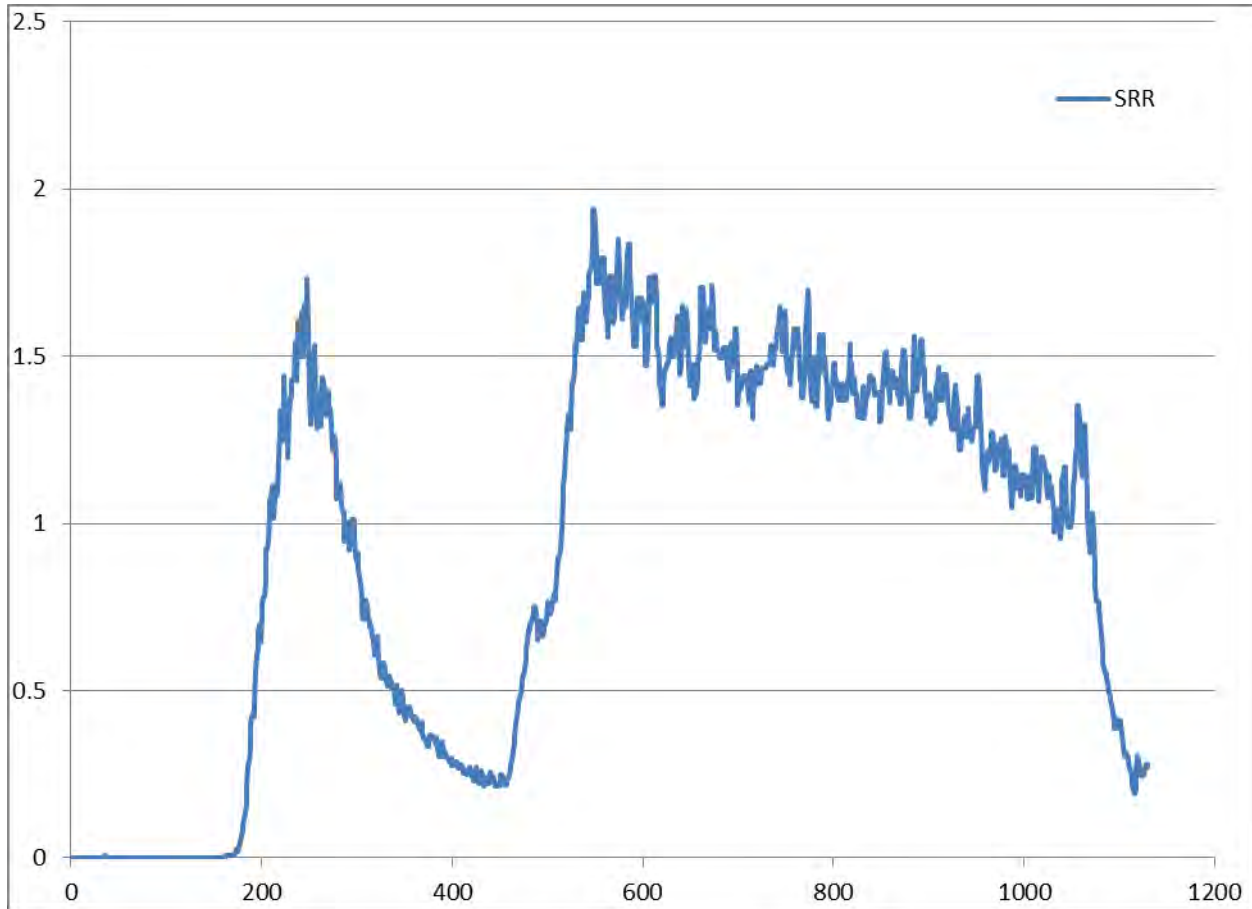


FIGURE 4. Smoke Release Rate vs. Time

Numerical Values:

0-5 min average (m^2/s)	0.65
5-15 min average (m^2/s)	3.43
Peak Smoke Release Rate	1.94 m^2/s @ 6:25
Total Smoke Released	998
Peak Obscuration	93%

Heat Flux at Floor:

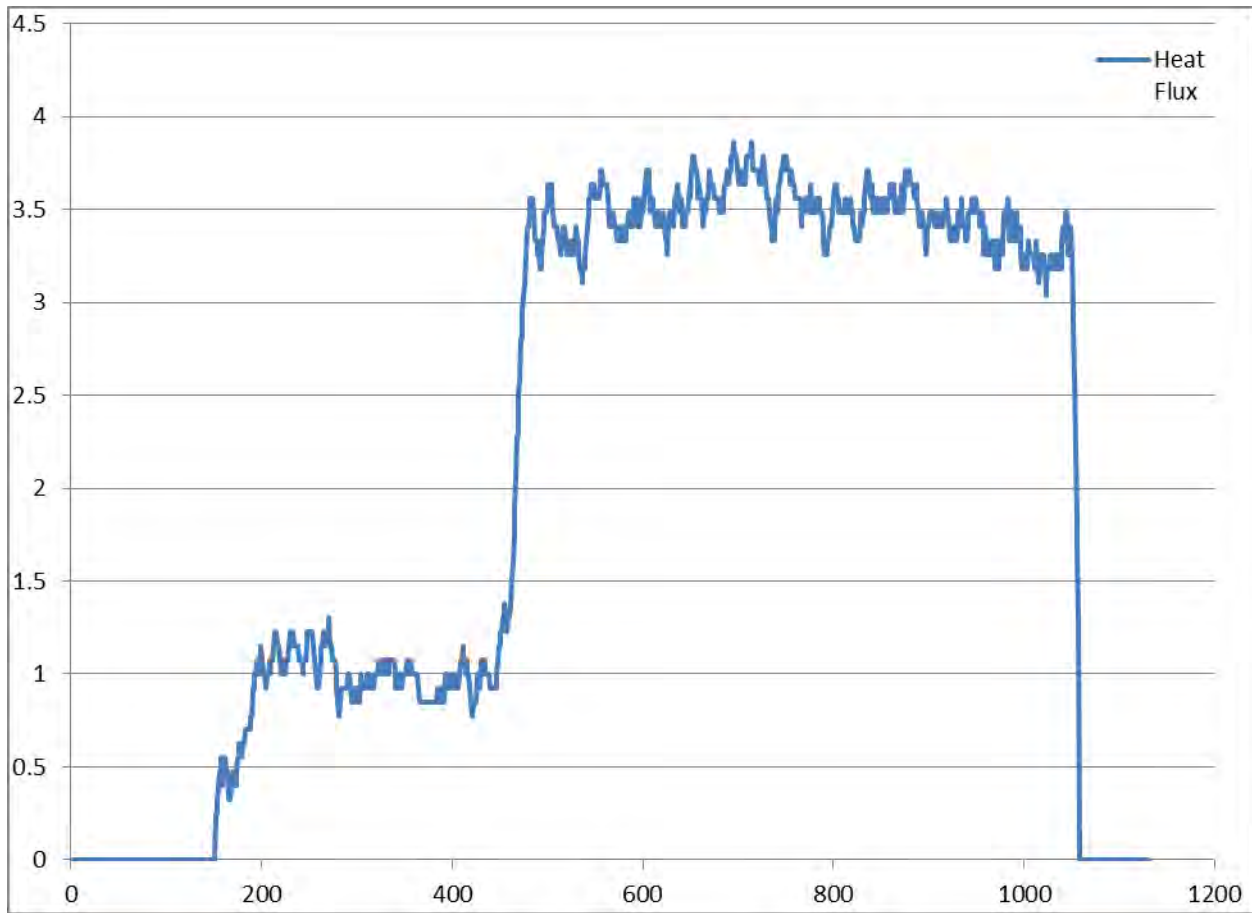


FIGURE 4. Heat Flux vs. Time

Numerical Values:

0-5 min average (kW/m ²)	0.94
5-15 min average (kW/m ²)	3.43
Peak Heat Flux	3.86 kW/m ² @ 9:23

PHOTO: BEFORE TEST



Overall Room



Outside of Room



Ignition Corner



Opposite of Ignition

PHOTOS: DURING TEST



Test Start



After 2 Minutes



After 3 Minutes



At 5 minutes

PHOTO: DURING TEST (Cont.)



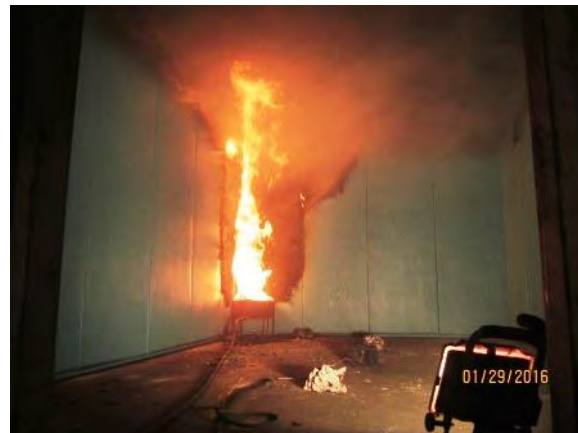
After 6 Minutes



After 8 Minutes



After 12 Minutes



At 15 Minutes

PHOTO: AFTER TEST



Photos Immediately After Test

END OF REPORT



COMMERCIAL TESTING COMPANY

1215 South Hamilton Street • Dalton, Georgia 30720
Telephone (706) 278-3935 • Facsimile (706) 278-3936

Report Number 18-06177

Value Vinyls
Grand Prairie, Texas

Test Number 5244-8398
June 15, 2018

NFPA 701, Test 1

Test Method: The material was tested in accordance with the National Fire Protection Association method NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*, 2015 Edition, Test Method 1.

Material Tested: The client submitted a sample of high-twist polyester identified as **Impact 16 (JOSL16)**. The fabric had a total weight of 16.0 ounces per square yard.

Test Data:

Specimen	After Flame (seconds)	Flaming Dripping (seconds)	Percent Weight Loss
1	3	0	1.5
2	0	0	0.9
3	0	0	0.1
4	0	0	0.2
5	0	0	0.2
6	0	0	0.3
7	0	0	26.6
8	0	0	0.7
9	13	0	2.6
10	0	0	0.1
Mean	N/A	0.0	3.3

Statistical Values:

Standard Deviation = 8.22

Mean + 3 Standard Deviations = 28.0

Performance Criteria: A material passes the test if:

- the average Flaming Dripping time does not exceed 2.0 seconds;
- the average weight loss of the 10 specimens shall be 40 percent or less; and
- no individual specimen's mass loss shall deviate more than 3 standard deviations from the mean.
- Afterflame time is not specified; it is shown for information purposes only.

Test Result: The material tested **MEETS** the requirements of NFPA 701-10, Test 1.

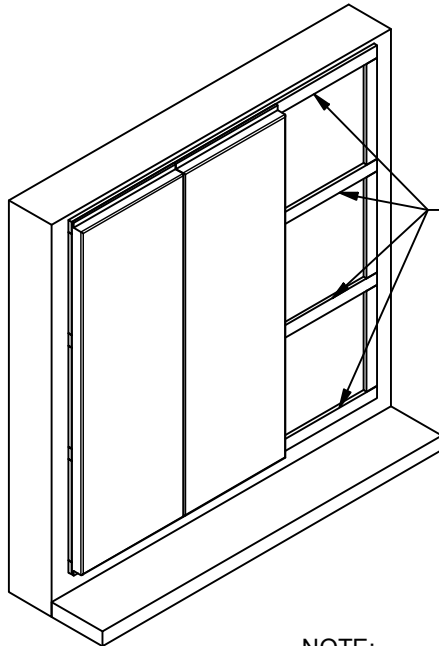
Commercial Testing Company

(Authorized Signature)

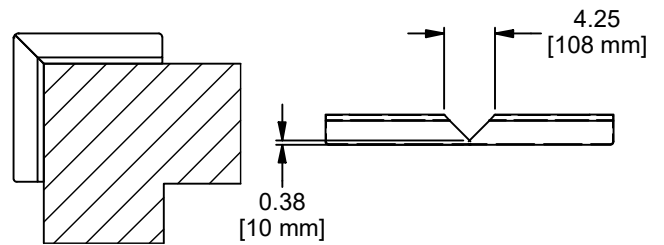
This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. The test results presented in this report apply only to the samples tested and are not necessarily indicative of apparent identical or similar materials. Sample selection and identification were provided by the client. A sampling plan, if described in the referenced standard, was not necessarily followed. This report, or the name of Commercial Testing Company, shall not be used under any circumstance in advertising to the general public.

TESTED TO BE SURE® Since 1974

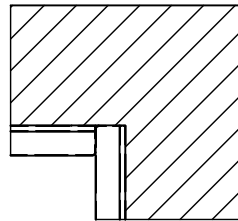
NOTE:
MEETS ALL REQUIREMENTS OF ASTM F2440-11



FURRING STRIPS
HIGHLY RECOMMENDED



OUTSIDE CORNER DETAIL

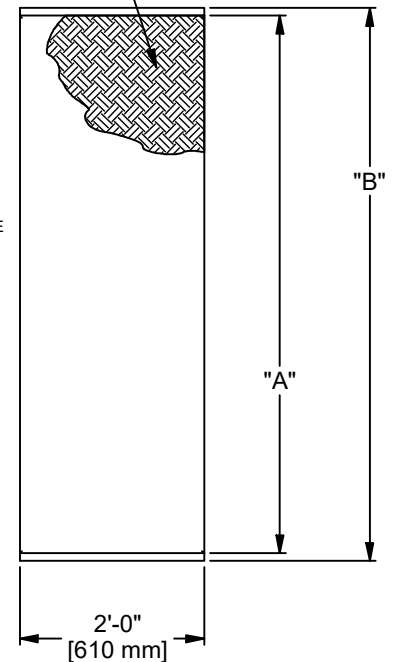
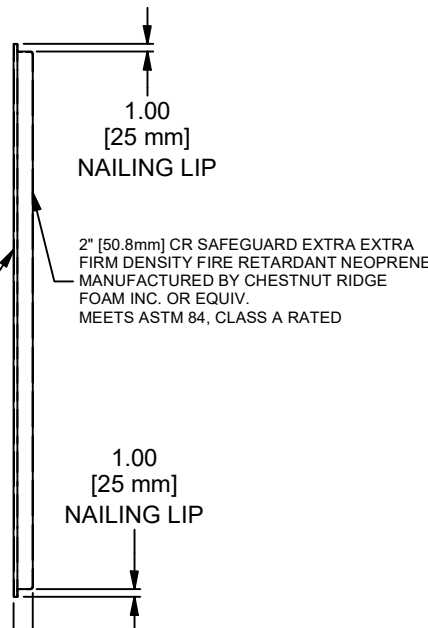
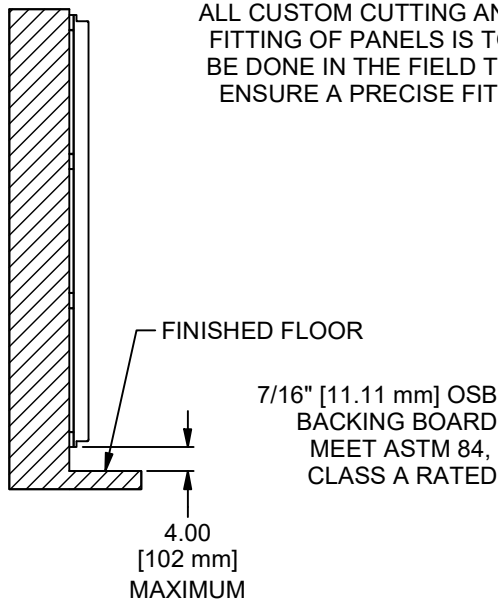


INSIDE CORNER
LAP DETAIL

Part number	"A" Dim	"B" Dim
4133-STD	5'-10" [1778mm]	6'-0" [1829 mm]
4133-NSD	6'-10" [2082 mm]	7'-0" [2134mm]
4133-NSD	7'-10" [2388 mm]	8'-0" [2438 mm]

NOTE:
ALL CUSTOM CUTTING AND
FITTING OF PANELS IS TO
BE DONE IN THE FIELD TO
ENSURE A PRECISE FIT.

14 OZ. MIN. POLYESTER LAMINATED
VINYL. ATTACHED TO BACKING WITH
STAPLES EVERY 2.00" [50.8 mm]
MEETS ASTM 84, CLASS A RATED



WARNING

DO NOT INSTALL PADS MORE THAN 4" ABOVE
THE FINISHED FLOOR. INSTALLING PADS
ABOVE 4" CAN RESULT IN BODY CONTACT
WITH THE WALL AND PERSONAL INJURY.



Gared Performance Sports Systems
9200 East 146th Street, Suite A
Noblesville, IN 46060

THIS DOCUMENT CONTAINS TRADE SECRET AND OTHER MATERIALS
WHICH ARE PROTECTED BY CONFIDENTIALITY NOTICE AND AGREEMENT
AND BY COPYRIGHT. ANY USE OR COPYING OF THIS DOCUMENT EXCEPT
AS AUTHORIZED BY GARED PERFORMANCE SPORTS SYSTEMS IS STRICTLY
PROHIBITED.

WALL PAD,IMPACT2440FR, FIRE RETARDANT

DRAWN MJP		DATE 1/28/2022		DATE ISSUED	
APPROVED		DATE			
SIZE A	SCALE NONE	SHT. NO. 1 OF 2	PART NO. 4133	REV B	

B	CYC	09/26/23
A	MJP	01/28/22
REV	BY	DATE



**PERFORMANCE
SPORTS SYSTEMS**

MODEL 4133

Class "A"

IMPACT2440FR FIRE RETARDANT WALL PADDING

Wall padding standard size (Part number 4133-STD) shall be 6' [1.82 m] x 2' [0.9 m] with 1" [25.4 mm] nailing margin with height options (Part number 4133-NSD) available for both 7' [2.134 m] x 2' [0.9 m] and 8' [2.438 m] x 2' [0.9 m] with 1" [25.4 mm] nailing margin on top and bottom of each panel. Nailing margin reduces foam height from 6' [1.8 m] to 5'-10" [1.77 m], 7' [2.134 m] to 6'-10" [2.083 m], and 8' [2.44 m] to 7'-10" [2.39 m] respectively. Pads shall be constructed using 2" [50.8 mm] thick CR SafeGuard extra extra firm fire retardant neoprene foam, as manufactured and patented by Chestnut Ridge Foam, Inc. or equiv, and meeting ASTM 84 with a class A rating meeting Flame-Spread Index of 25 or less, and Smoke Development Index of 450 or less. Foam shall be cemented to 7/16" [11.11 mm] oriented strand board.

Cover material shall be 14-ounce polyester laminated vinyl as manufactured by Value Vinyls, or equiv. attached to backing with staples every two inches. Vinyl to be flame retardant material meeting ASTM 84, with a class A rating.

Vinyl shall be available in white, yellow, orange, red, kelly green, forest green, royal blue, marine blue, navy blue, gray, black, burgundy, beige, and purple.

Custom cutting and fitting of padding may be done in field to ensure proper fit. Furring strips by others (highly recommended).

Product tested per ASTM F1292-09 and meets all requirements of ASTM F2440-11

ACCESSORIES

WALL ATTACHMENT TRIMS AND HARDWARE

Most wall padding may be attached with special attachment trims and hardware. See the wall padding section in the specification manual.

CERTIFICATIONS

ASTM E84 Class A Fire Rating

NFPA 286

ASTM F2440-11

Subject to design change and current manufacturing practices.

PSS/GARED SPORTS FIRE TEST REPORT

SCOPE OF WORK

NFPA 286 TESTING ON XX-FIRM NEOPRENE VINYL ATHLETIC PADS WHEN INSTALLED TO AN INTERIOR WALL

REPORT NUMBER

103736873SAT-001

TEST DATE(S)

01/04/19

ISSUE DATE [REVISED DATE]

03/25/19 N/A

RECORD RETENTION END DATE

03/25/29

PAGES

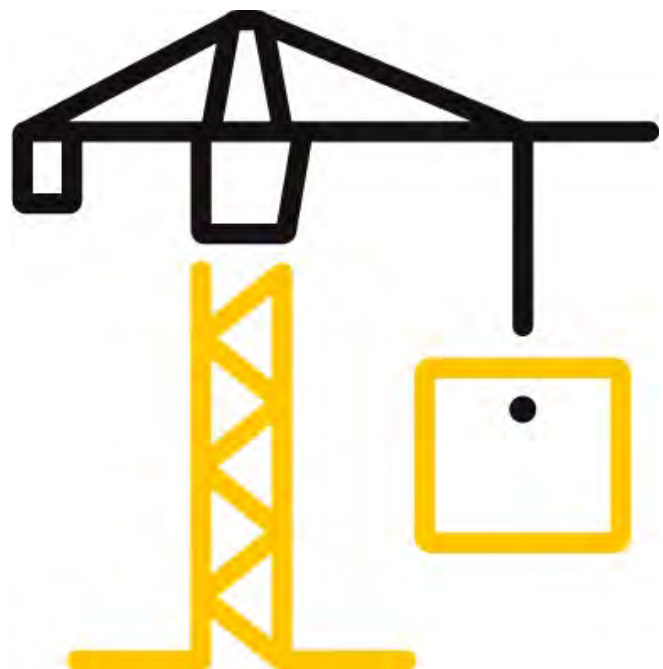
18

DOCUMENT CONTROL NUMBER

ATI 00766 (11/0

RT-R-AMER Test-3476

© 2017 INTERTEK



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

REPORT ISSUED TO

PSS/Gared Sports
9200 E 146th St
Noblesville, IN 46060

SECTION 1

SUMMARY

Intertek (B&C) was contracted by Gared Sports, 9200 E 146th St Noblesville, IN 46060 to evaluate the contribution of wall interior finish to room fire growth of an assembly containing XX-FIRM NEOPRENE athletic pads. Results obtained are tested values and were secured by using the designated NFPA 286:15. A summary of test results is reported herein and the complete graphical test data is included in this r

Product Type: Vinyl Product

Series/Model: OSB/XX FIRM NEO/WHITE VINYL - PROPOSAL # 202877RO

Summary of NFPA 286 Test Results

The assembly described and tested in this report **did** meet the requirements of acceptance criteria for interior wall or ceiling finishes of 20 International Building Code Section 803.1.2.1 and NFPA 286 Annex C. Construction summary of the full assembly is located in Section 5 of this test report.

For INTERTEK B&C:

COMPLETED BY:	Troy G. Bronstad	REVIEWED BY:	Mike Dey
TITLE:	Senior Associate Engineer – Fire Testing	TITLE:	Sr. Project Engineer
SIGNATURE:		SIGNATURE:	
DATE:	03/22/19	DATE:	03/25/19

This report is the exclusive property of Intertek B&C's Client so named herein and is provided pursuant to the agreement between Intertek B&C and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this report. Only the Client is authorized to permit copying or distribution of this report and then only in its entirety. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test results in this report are relevant only to the sample(s) tested. This report by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program. This report does not constitute certification of this product nor an opinion or endorsement by this laboratory. This report and related test records that are retained such as detailed drawings, datasheets, representative samples of test specimens, or other pertinent project documentation will be serviced by Intertek B&C for the entire test record retention period.

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

SECTION 2**TEST METHOD**

The assembly was evaluated in accordance with the following

NFPA 286-15, *Standard Methods of Fire Tests for evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth*

International Building Code (2015), *Chapter 8, Section 803.1.2.1*

SECTION 3**TEST PROCEDURE**

A calibration test is run within 30 days of testing any material as specified in the standard. All instrumentation is zeroed, spanned and calibrated prior to testing. Testing was performed on 01/04/2019 in accordance with NFPA 286 test method. Ambient conditions prior to the initiation of the test were 68°F and 31% relative humidity. The specimen is installed and the ignition source is placed in a corner adjacent to the room opening. The ignition source for the test is a gas burner with a nominal 12 in. by 12 in. porous top surface of a refractory material. The burner used at this laboratory is filled with a minimum 4-inch layer of Ottawa sand. The collection hood exhaust blower is turned on and an initial flow is established. The gas sampling pump is turned on and the flow rate is adjusted. When all instruments are reading steady state conditions, the computer data acquisition system and video equipment is started. The gas supply to the burner is C.P. grade propane. The burner is capable of producing a gross heat output of 40±1 kW for five minutes followed by a 160±5 kW for ten minutes. The flow rate is metered throughout the test. The gas burners are controlled with mass flow meters to control the volume of gas to match the heat outputs of the standard. Ambient data is taken the burner is ignited at a fuel flow rate that is known to produce 40 kW of heat output. This level is maintained for five minutes at which time the fuel flow is increased to the 160 kW level for a 10-minute period. During the burn period, all temperature, heat release and heat flux data is being recorded every 5 seconds. Physical flame propagation observations are recorded by the technician in conjunction with the test data. At the end of the fifteen minute burn period, the burner is shut off and all instrument readings are stopped. Post-test observations are made and this concludes the test. All observations are recorded in the table located in Section 6.

Material Source/Installation

Samples of 2' X 6' X 2" thick, vinyl covered xx-firm neoprene gymnasium pads were sent direct from the PSS/Gared Sports. The samples were received at the Evaluation Center on 11 and were assigned Intertek ID# SAT1811091355-

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25

SECTION 4

LIST OF OFFICIAL OBSERVERS

NAME	COMPANY
Troy Bronsta	Intertek B&C
Duane Scribne	Intertek B&C
Austin Simmons	Intertek B&C
Javier Trevino	Priest and Associates

SECTION 5

TEST ASSEMBLY DESCRIPTION

The interior dimensions of the floor of the fire room, when the specimens are in place, measures 8 feet, by 12 feet. The finished ceiling is 8 feet \pm 0.5 inches above the floor. The four walls are at right angles defining the compartment. The compartment contains a 30 inches wide (\pm ¼ inch) by 80 inches high (\pm ¼ inch) doorway in the center of the 8 feet by 8 feet wall on t edge of the hood calorimeter apparatus. No other openings are present to allow ventilation. Below is a detailed description of the assembly: The base room consists of 3-5/8", 20 gauge, steel studs spaced 24" on center. The interior of the studs and joists were covered with 5/8" thick, Type X, gypsum board.

The pad consisted of 2' X 6' X 15/32" thick OSB board with 2 inches of XX-FIRM Neoprene insulation covered with a white vinyl fabric. The 2' X 6' X 2" thick, vinyl covered neoprene gymnasium pads were attached at the top and bottom with 1-5/8" self-drilling metal screws and 1/4" washers spaced 6 inches on center. The final interior dimensions after installation of panels was 8 feet high, 8 feet wide and 12 feet

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/

SECTION 6

TEST RESULTS

Test Date: 01/04/201

Lab Temperature: 68°F

Lab Relative Humidity: 31%

TEST OBSERVATIONS	
Time (Min:Sec)	Observations
00:00	Ignition of the burner. Heat output set at 40kW
00:12	Melting
00:14	Ignition
00:21	Light smoke
00:30	Flame tips reaching 4-½ft vertically in corner above burner
01:20	Vertical flames 6ft in burn corner
02:30	Flames recede back to burner
02:58	fabric falling /delaminating from pads
05:00	Increase gas flow 160kW
05:12	Ignition at the top of panel
05:36	Fabric hanging down off panels
05:53	Floor flame beneath burner
07:20	The density of smoke has declined permitting full visibility
10:05	Floor flame continues – all other ignition ceased
13:30	Floor flame below burner still existing but not spreading
13:43	Recurring flames back wall 4ft vertically 2ft horizontally
15:00	Gas off

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

TEST RESULTS

2015 IBC SECTION 803.1.2.1 & NFPA 286 ANNEX C PERFORMANCE CRITERIA	TEST OBSERVATIONS	PASS/FAIL
During 40 kW exposure, flames should not spread to the ceiling.	Flames did not spread to the ceiling during the 40kW exposure.	PASS
During the 160 kW exposure, the interior finish should not spread to the outer extremity of the sample on any wall or ceiling	Flame propagation to the outer extremities did not occurred during the 160kW exposure.	PASS
<p>During the 160 kW exposure, the interior finish should not flashover as defined by NFPA 286</p> <ul style="list-style-type: none"> •Peak Heat Release > 1 MW •Floor Heat Flux > 20 kW/m² •Average Upper Layer Temperature > 1,112°F •Flames exiting doorway •Auto ignition of Paper Target <p>Flashover is considered to have occurred when any two of the above criteria were met during the test.</p>	<ul style="list-style-type: none"> •Peak Heat Release = 228 W •Max Floor Heat Flux = 3.2 kW/m² •Max Average Upper Layer Temperature = 684°F •No Flames exited doorway •The flashover indicators did not ignite. 	PASS
The peak rate of heat release throughout the NFPA 286 test should not exceed 800 kW.	The peak heat release rate was 22 kW	PASS
The total smoke released throughout the NFPA 286 test should not exceed 1,000 m ² .	The total smoke released during the entirety of the test was 287 m ²	PASS

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/

SECTION 7

PHOTOGRAPHS

Photo No.
Pretest photo



Photo No. 2
40kW



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/1

Photo No. 3
Flaming top of sample



Photo No. 4
End of 40kW



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

Photo No. 5
160kW



Photo No. 6
Floor flame



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

Photo No. 7
Increase in size of floor flame



Photo No. 8
End of test



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

Photo No. 9
Post test



Photo No. 10
Post test



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

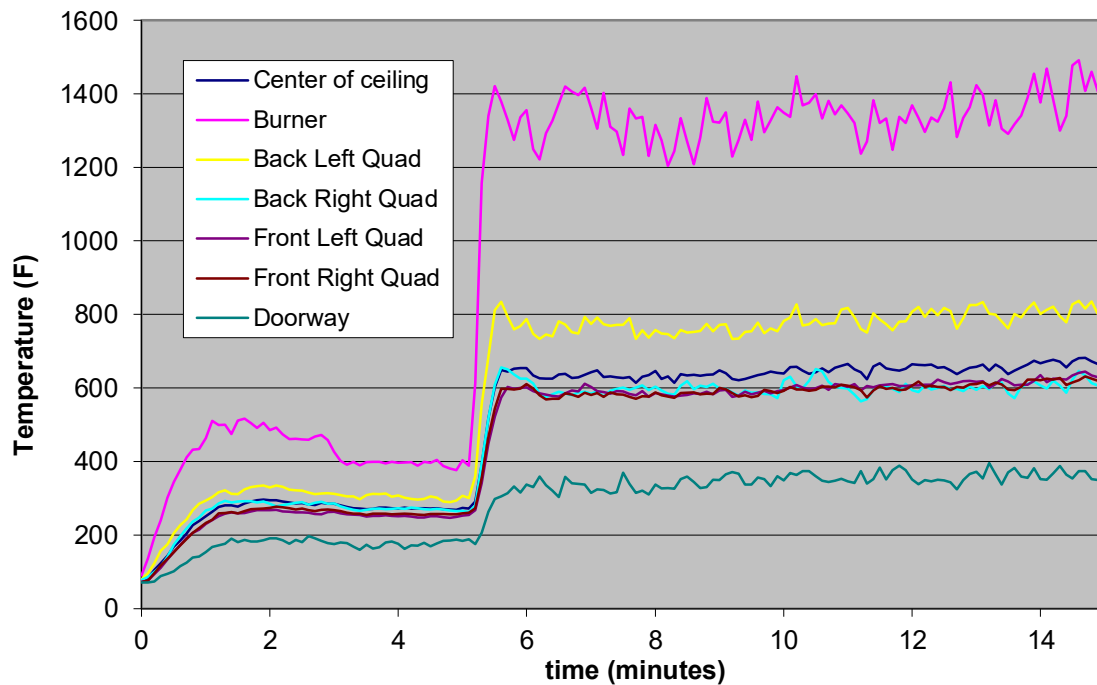
Date: 03/25/19

SECTION 8

GRAPHS

Graph No. 1

Thermocouple Data



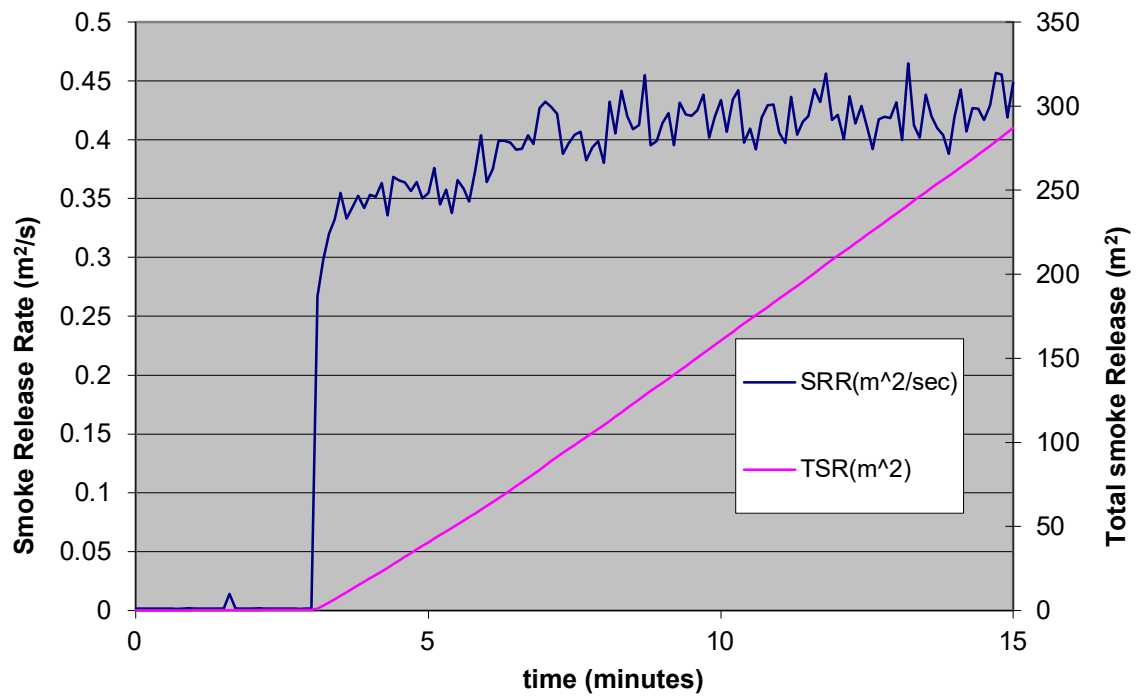
TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

Graph No. 2

Smoke Release



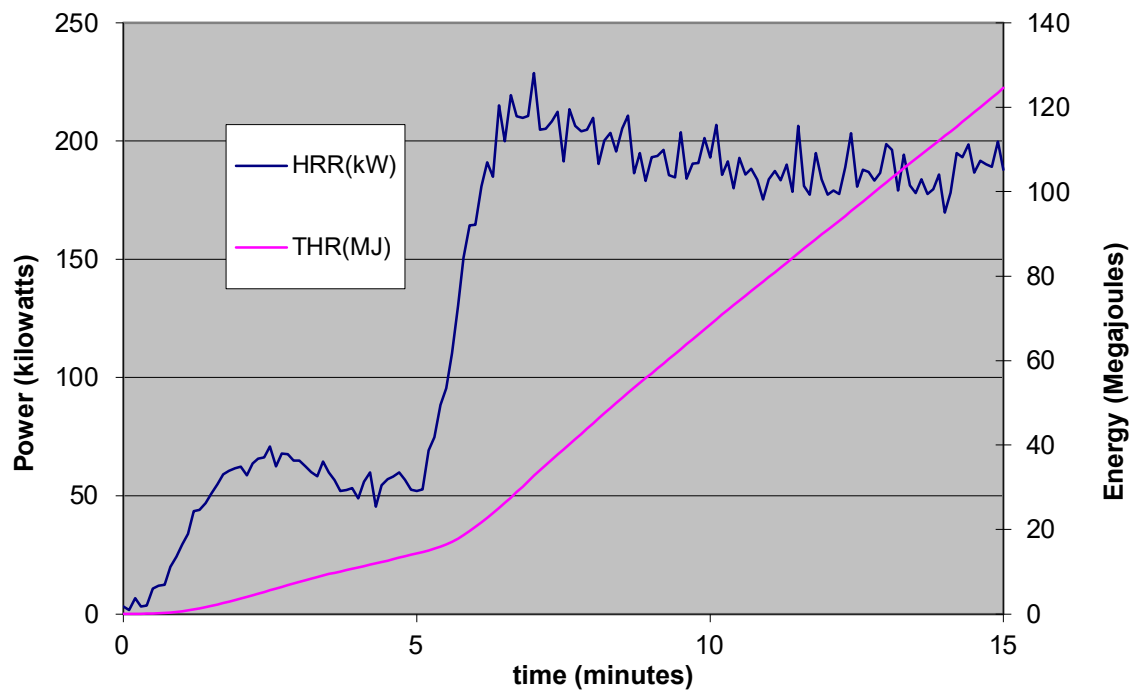
TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-00

Date: 03/25/

Graph No. 3

Heat Release



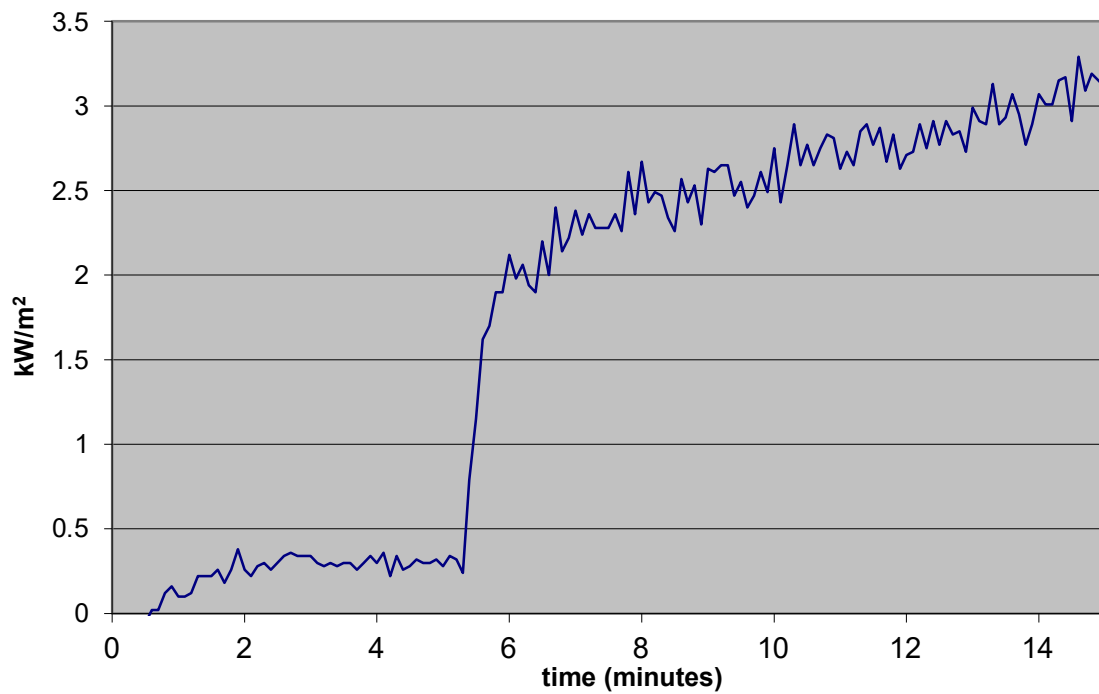
TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

Graph No. 4

Radiant Heat



TEST REPORT FOR PSS/GARED SPORTS

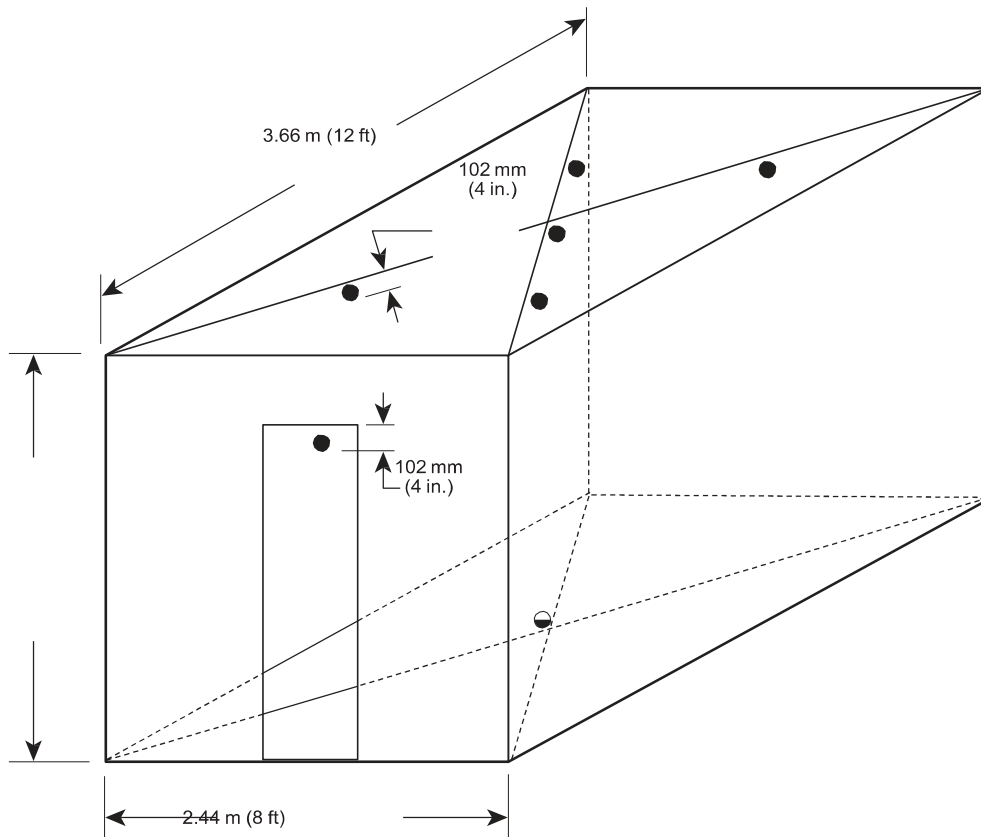
Report No.: 103736873SAT-001

Date: 03/25/19

SECTION 9

DRAWINGS

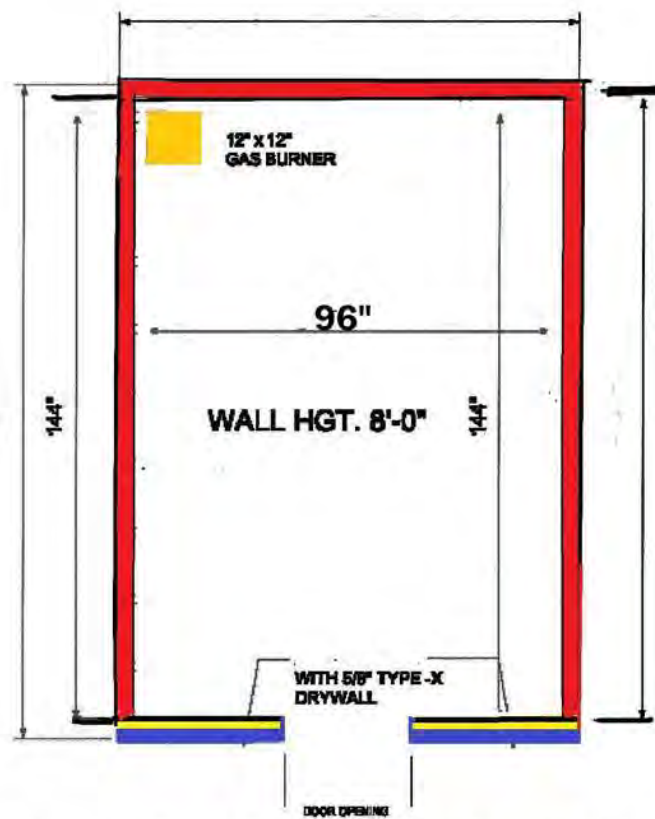
TC and Radiometer location



TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/1



NFPA 286 BASE ROOM CONFIGURATION



Total Quality. Assured.

16015 Shady Falls Road
Elmendorf, Texas 78112

Telephone: 210-635-8
Facsimile: 717-764-4129
www.intertek.com/building

TEST REPORT FOR PSS/GARED SPORTS

Report No.: 103736873SAT-001

Date: 03/25/19

SECTION 10

REVISION LOG

REVISION #	DATE	PAGES	REVISION
0	03/25/19	N/A	Original Report Issue

Received: 08/21/2017	Completed: 08/25/2017	Letter: D	AN	P.O.#: E802268	Test Report #: 3-20861-0-
Client's Identification Item ID: 24172. Lot: 421208 VinaGYM SG 53-15 Navy. Date of Mfg.: Aug. 2017. Composition: PVC & Polyester Scrim. Weight: 15 oz. Thickness: 0.0170". Width: 62.0". (see continuation)					
Tested For: Ali Khan Vintex Inc. 1 Mount Forest Drive Mt. Forest, ON, N0G 2L2 Canada			Key Test: NFPA 701-2010 TM#2 Flat 475 Tel: 1-519-323-0100 Ext: 328 Fax: 1-519-323-0333		

CLIENT'S IDENTIFICATION (continuation):

Product End Use: Athletic Mats/Pads. Additional Information: Coated Both Sides.

PC:1H

TEST PERFORMED: NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films - 2010 Edition - Test Method #2 - Flat Sheet Specimens

SPECIMEN CONFIGURATION: ☒ Single Layer; ☐ Multi Layer

RESULTS REPORTED: ☒ Initially ☐ After 72 hours water leaching
☐ After 3 dry cleanings ☐ After 100 hours accelerated weathering
☐ After 5 launderings @ 160°F

RESULTS:

Length Specimen #	Afterflame (seconds)	Drip Burn (seconds)	Char Length (mm)
-----	-----	-----	-----
1	0	0	180
2	0	0	125
3	0	0	163
4	0	0	217
5	0	0	184
6	0	0	190
7	0	0	150
8	0	0	190
9	0	0	200
10	0	0	210

APPROXIMATE WEIGHT OF MATERIAL (as measured by Govmark): 506 g/m²

FAILURE CRITERIA: For each individual specimen --

Afterflame	Drip Burn	Char Length
-----	-----	-----
Exceeds 2.0 seconds	Exceeds 2.0 seconds	Exceeds 435 mm (17.1")

RETEST PROVISION: Test 5 additional specimens if only 1 specimen fails.

CONCLUSION: Based on the above Results and Failure Criteria, the item tested:

☒ Passes; ☐ Fails; ☐ Requires testing of 5 additional specimens

(Page 1 of 2)

Received: 08/21/2017	Completed: 08/25/2017	Letter: D	AN	P.O.#: E802268	Test Report #: 3-20861-0-
Client's Identification	Item ID: 24172. Lot: 421208 VinaGYM SG 53-15 Navy. Date of Mfg.: Aug. 2017. Composition: PVC & Polyester Scrim. Weight: 15 oz. Thickness: 0.0170". Width: 62.0". (see continuation)				
Tested For: Ali Khan Vintex Inc. 1 Mount Forest Drive Mt. Forest, ON, N0G 2L2 Canada			Key Test: NFPA 701-2010 TM#2 Flat 475 Tel: 1-519-323-0100 Ext: 328 Fax: 1-519-323-0333		


PRECONDITIONING: ☒ 1 hr @ 220°F (Standard)
 ☐ 24 hrs @ 68±9°F (Alternate: Material shrinks/distorts @ 220°F)

REMARKS: None.

CONVERSION FACTORS:

mm ÷ 25.4 = inches
 g/m² ÷ 28.35 x .835 = oz/yd²

CERTIFICATION: I certify that the above results were obtained after testing specimens in accordance with the procedures and equipment specified above.



 AUTHORIZED SIGNATURE
 GOVMARK
 /gb/mo

Phyllis Pettit

AUG 31 2017

(Page 2 of 2)

Forms & Signatures

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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:

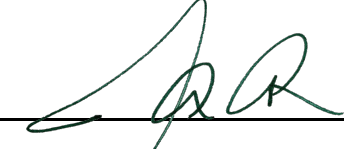
1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

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>H&B Specialized Products, Inc.</u>	Date	<u>10/11/24</u>
Address	<u>6213 Bury Drive</u>	City, State, Zip	<u>Eden Prairie, MN 55346</u>
Contact Person	<u>Jami Anderson</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>janderson@hbsonline.com</u>	Phone	<u>952-698-5780</u>

Part II: CPC

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

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

EDGAR Certification Form

2 CFR Part 200

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

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

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

(A) Supplier Violation or Breach of Contract Terms

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

(B) Termination for Cause and for Convenience

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

(C) Equal Employment Opportunity

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

(D) Davis Bacon Act

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

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

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

(E) Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

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

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

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

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

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

(J) Procurement of Recovered Materials

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

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

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

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

(L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

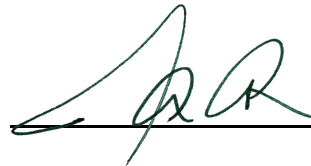
CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Business Name H&B Specialized Products, Inc.

Authorized
Signature



Full Name Jami Anderson

Title Vice President

Subcontractor Utilization Form

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

Solicitation Name: Lockers, Athletic Equipment, & Related Services

Solicitation Number: 25.4

Supplier Name: H&B Specialized Products, Inc.

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

Company Name: Midwest Athletic Company LLC

Street Address: 1215 1st Avenue East

City, State, Zip: Menomonie, WI 54751

Telephone: 715-308-6930

Primary Contact: Mitch Thorsen

Email Address of Contact: midwestathleticcompany@gmail.com

Services to be provided:

Installation

Company Name: Mercer Contracting

Street Address: 934 Allen Avenue

City, State, Zip: West St Paul, MN 55118

Telephone: 651-329-3952

Primary Contact: Tom Mercer

Email Address of Contact: Mercercontracting@gmail.com

Services to be provided:

Installation

Company Name: Marz & Associates

Street Address: PO Box 475

City, State, Zip: Shawano, WI 54166

Telephone: 715-787-4540

Primary Contact: Zachary Zirbel

Email Address of Contact: zachzirbel@marzandassociates.com

Services to be provided:

Installation

Subcontractor Utilization Form

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

Solicitation Name: Lockers, Athletic Equipment, & Related Services

Solicitation Number: 25.4

Supplier Name: H&B Specialized Products, Inc.

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

Company Name: Par-Loc, Inc.

Street Address: 10164 280th Avenue

City, State, Zip: New Auburn, WI 54757

Telephone: 248-760-1877

Primary Contact: Andrew Crocker

Email Address of Contact: a2zpaintinginc@sbcglobal.net

Services to be provided:

Installation

Company Name: Demo Unlimited

Street Address: 1636 Gervais Ave STE 3

City, State, Zip: Maplewood, MN 55109

Telephone: 651-777-5454

Primary Contact: Erik Peterson

Email Address of Contact: EPeterson@Demo-unlimited.com

Services to be provided:

Demolition

Company Name:

Street Address:

City, State, Zip:

Telephone:

Primary Contact:

Email Address of Contact:

Services to be provided:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Ally Huehns PHONE (A/C, No, Ext): E-MAIL ADDRESS: Ally.Huehns@MarshMMA.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		25658
INSURER B: Travelers Property Casualty Co. of Amer		36161
INSURER C: Travelers Cas & Surety Co of America		31194
INSURER D: Travelers Indemnity Co of America		25666
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1172521178**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"/> COMMERCIAL GENERAL LIABILITY <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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6307N526322	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7N713674	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7N733359	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7N732191	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Leased / Rented Equip Employment Practices Liability (Includes 3rd Party)			6307N526322 105634625	7/1/2024 7/1/2023	7/1/2025 7/1/2026	Limit Per Claim / Aggregate \$114,000 \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Cooperative Purchasing Connection
1001 E Mount Faith Avenue
Fergus Falls, MN 56537

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Cooperative Purchasing Connection
Tabulation Report RFP #25.4 - Lockers, Athletic
Equipment & Related Services
Vendor: Medco Supply

General Comments: Medco Supply Bid Completed 10-11-2024 at 10-40AM ET.

General Attachments: 200120358-ESTMD3143508.pdf
Catalog Discount Sheet - BuyBoard.pdf
Part 1 - 25.4 - Lockers, Ath Equip - Related Svcs 9.24.2024 (1).pdf
Part 2 - 25.4 - General Terms - Conditions (1).pdf
Part 3 - 25.4 - Questionnaire (3).docx
Part 4 - 25.4 - Forms - Signatures (1).pdf
Part 5 - 25.4 - Pricing Schedule (3).xlsx

Questionnaire

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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](#)

Company Information

Name of Company: Performance Health LLC dba Medco Supply, Masune & Surgical Supply Services

Company Address: 28100 Torch Parkway

City, State, Zip code: Warrenville, IL 60555
https://www.medco-athletics.com/

Website:

Phone: 800 556 3326

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

	Name	Email	Phone
General Manager	Mike Finke	Mike.finke@performancehealth.com	800 556 3326
Contract Manager	Joseph Daley	Joseph.Daley@medcosupply.com	800 556 3326
Sales Manager	Meredith Thomas, MS, AT-Ret	Meredith.thomas@medcosupply.com	800 556 3326
Marketing Manager	N/A		800 556 3326
Customer Service Manager	Kim Stipkovits	Kim.stipkovits@medcosupply.com	800 556 3326
Account Manager(s)	N/A		800 556 3326

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: Corporation

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 your company holds that participating agencies have access to and include the contract expiration date.

N/A

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

 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*

☒ *No*

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

Click or tap here to enter text.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Medco's mission is to help people live their best lives, feel good, and perform better. They are a global leader in rehabilitation, recovery, and sports performance. Their vision is to be a trusted rehabilitation partner that delivers solutions wherever care is needed.

2. Provide evidence of what your company is doing to remain viable in the industry.

As a supplier of medical supplies and sports medicine, we are active in providing the best and most up to date product and capital equipment selection that are available during each current year.

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

Our company boasts long lasting relationships with many districts, GPO's, and accounts through authorized sales representatives and coordinators that work with athletic trainers and the like.

4. Describe the number of agencies your organization, on average, provides lockers, athletic equipment, and related services to.

This number is based on request year to year.

5. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from lockers, athletic equipment, and related services sales on an annual basis.

Fluid / Variable.

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

Case by case.

7. Provide any additional information relevant to this section.

N/A

Provide three (3) references that have purchased lockers, athletic equipment, and related services 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

Vendor(s) who possess the necessary resources and capabilities to provide related services for its participating agencies. Describe how your company's customer approach, products and services meet this objective.

Medco Supply works with many vendors as well as self-owned branded product to ensure that every customer gets the best product and variable selections available through keeping up to date with certifications, greenlit production of new technologies, etc.

2. Describe how your company works with participating agencies to fulfill their needs and wants regarding lockers, athletic equipment, and related services (i.e. site visits, quotes, communication, drawings, approval).

Medco Supply works with customer for finish options, parts, labor, and everything encompassed in the processing of larger projects such as locker installations or otherwise.

3. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.

Case by case.

4. 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.

This is based on the labor required for any individual bid or awarded line of needed installation and build.

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

Medco Supply is a leader in athletic and medical supplies and technologies. Further, groundwork and installation is done in an effective and approved manner including all parties throughout the process.

6. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement (including methods) receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc. Specify if you will be including a dealer network and how they will be involved. Describe lead time, availability, delivery, installation, etc.

Case by case. Delivery and shipping is applied at the time of order.

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

3-5 Days ARO granted everything is in stock.

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

8-5PM ET (Monday – Friday: Contact Number ~ 800 556 3326)

9. Describe how your company plans to utilize this contract. How will you educate and train sales staff on the contract terms and conditions, details, and promotion of the contract? Describe how you will involve your marketing staff.

This contract will be used for bidding purposes upon award of services, supplies, or a combination of both.

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

Determined at time of award.

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

Case by case.

12. Provide any additional information relevant to this section.

N/A

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:

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

Through a communicated discounted rate or comparison to standardized cost and pricing.

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

None.

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

Case by case depending on the product.

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

Case by case depending on the product.

6. 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.

Discounts or rebates are available throughout the year based on vendor or Medco promotions.

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

Check, PO, invoicing, or Credit / Debit are all accepted.

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

N/A

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

Renewal of the awarded contracted pricing.

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

N/A

11. Provide any additional information relevant to this section.

N/A

Value Add

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

N/A

Exceptions & Deviations

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

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

N/A

Reference #1 - Company Name
Service/Product Purchased

[Great Plains Lutheran High School](#)

[Single tier steel locker, single tier wood coach's locker, training room furniture, classroom furniture, logo rugs](#)

Year of Purchase

[2024](#)

Reference Contact

[David Maertz](#)

Phone

[6058860672](#)

Email

dmaertz@gplhs.org

Reference #2 - Company Name
Service/Product Purchased

[Western Iowa Tech Community College](#)

[Wood athletic lockers, stools, training room furniture and supplies](#)

Year of Purchase

[2023](#)

Reference Contact

[Russ Gondek](#)

Phone

[712-317-3376](#)

Email

russ.gondek@witcc.edu

Reference #3 - Company Name
Service/Purchase Purchased

[Watertown, SD High School](#)

[Maple cutback lockers, steel cutback lockers, single tier steel lockers, training room furniture, logo rugs, office desks and custom ticket stand](#)

Year of Purchase

[2024](#)

Reference Contact

[Craig Boyens](#)

Phone

[605-882-6328](#)

Email

Craig.Boyens@k12.sd.us

Performance & Capability

Forms & Signatures

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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>Medco Supply</u>	Date	<u>10/11/2024</u>
Address	<u>28100 Torch Parkway Suite 800</u>	City, State, Zip	<u>Warrenville IL, 60555</u>
Contact Person	<u>Matthew Leininger</u>	Title	<u>Sales Support Coordinator</u>
Authorized Signature	<u><i>Matthew Leininger</i></u>	Title	<u>Sales Support Coordinator</u>
Email	<u>matthew.leininger@medcosupply.com</u>	Phone	<u>800 556 3326</u>

Part II: CPC

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

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

EDGAR Certification Form

2 CFR Part 200

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

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

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

(A) Supplier Violation or Breach of Contract Terms

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

(B) Termination for Cause and for Convenience

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

(C) Equal Employment Opportunity

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

(D) Davis Bacon Act

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

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

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

(E) Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

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

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

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

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

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

(J) Procurement of Recovered Materials

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

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

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

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

(L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Business Name Medco Supply

Authorized
Signature

Matthew Leininger

Full Name Matthew Leininger

Title Sales Support Coordinator

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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).

PRODUCER NFP Property & Casualty Services Inc. 45 Executive Drive Plainview NY 11803-9001	CONTACT NAME: COMPLEX RISK NE PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: RiskCerts@nfp.com	FAX (A/C, No): 516-327-2800
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Federal Insurance Company		20281
INSURER B : Great Northern Insurance Company		20303
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 476001585**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Sch Disease Excl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36028749	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			73590418	8/28/2024	8/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79896067	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products \$ Excluded
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	71750454	8/28/2024	8/28/2025	<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	Products/Completed Operations* Claims Made Form Retro Date 8/28/15			99496897	8/28/2024	8/28/2025	Each Occurrence/Aggre BI/PD Ded. (Ea Event) \$10,000,000 BI/PD Ded. (Aggregat) \$100,000 \$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Medco Supply
28100 Torch Parkway, Ste 800
Warrenville IL 60555

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Cooperative Purchasing Connection
Tabulation Report RFP #25.4 - Lockers, Athletic
Equipment & Related Services
Vendor: Oates Specialties LLC

General Comments: Thank you for the opportunity to provide pricing on this bid request. We do not show pricing on our website with discounts, so all quotes will reflect the discount as a separate line item.

General Attachments: Part 3 - 25.4 - Questionnaire(1).docx
Part 4 - 25.4 - Forms - Signatures-1.pdf
Part 5 - 25.4 - Pricing Schedule.xlsx

Questionnaire

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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](#)

Company Information

Name of Company: Oates Specialties LLC

Company Address: 151 FM 1696 Road East

City, State, Zip code: Huntsville, TX 77320

Website: www.oatesspecialties.com

Phone: 936-295-4459

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

	Name	Email	Phone
General Manager	Gunnar Thompson	gunnar@oatesspecialties.com	936-295-4459
Contract Manager	Drayton Pittmon	drdre@oatesspecialties.com	936-256-3733
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 your company holds that participating agencies have access to and include the contract expiration date.

230203 Sports, Activity Equipment, and Related Services 4/30/2026

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

The same. When asked, we will provide pricing to the customer as we would for any other entity. We will fill all orders accurately and pay fees according to the contract agreement.

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?

NO

_____ ***Yes***

_____ ***No***

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

Click or tap here to enter text.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

We are a family-owned and operated business that was founded in 2003. Our niche is baseball equipment, but our products are useful in pretty much any sport.

2. Provide evidence of what your company is doing to remain viable in the industry.

We contact schools and attend trade shows.

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

We have many customers who place orders with us year over year.

4. Describe the number of agencies your organization, on average, provides lockers, athletic equipment, and related services to.

We provide strength and conditioning equipment to more than 100 schools and universities each year.

5. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from lockers, athletic equipment, and related services sales on an annual basis.

100% athletic equipment.

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

If provided a list, we will periodically reach out to see if members have any questions or needs for our products.

7. Provide any additional information relevant to this section.

Click or tap here to enter text.

Provide three (3) references that have purchased lockers, athletic equipment, and related services 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

Conroe ISD
Strength and Conditioning Equipment
2006-2024
Ron Eastman
832-797-0822
Reastman@conroeisd.net

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

College Station ISD
Strength and Conditioning Equipment
2014-2024
Chris Litton
936-637-9860
clitton@csisd.org

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

Lufkin ISD
Strength and Conditioning Equipment
2013-2024
John Cobb
936-414-1844
jcobb@lufkinisd.org

Performance & Capability

endor(s) who possess the necessary resources and capabilities to provide lockers, athletic equipment, and related services 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 how your company works with participating agencies to fulfill their needs and wants regarding lockers, athletic equipment, and related services (i.e. site visits, quotes, communication, drawings, approval).**

We will provide an accurate formal quote when called upon to do so.

- 3. Describe your company's ability to provide maintenance, support, and repair services for the proposed products. Describe how a participating agency would seek maintenance and obtaining required pieces should equipment fail.**

Should products fail prematurely, we offer a 30 day warranty on most products and some receive up to a year warranty.

- 4. 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.**

We have one location in Huntsville, TX that is determined to ship orders within 24 hours of being placed. We centrally located geographically, so transit days are minimized.

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

Oates Specialties LLC offers several unique products for Baseball training that cannot be found elsewhere.

- 6. Describe your proposed order and delivery/installation process for this proposal and contract award. Describe the process from order placement (including methods) receipt of order, installation, and any related services. Describe lead time, availability, delivery, installation, etc. Specify if you will be including a dealer network and how they will be involved. Describe lead time, availability, delivery, installation, etc.**

We keep most of our products in stock at our location so they are ready to ship within 24 hours of being ordered. We ship mostly with FedEx, so you can expect delivery within 2-5 business days. We are available for questions MON-FRI 9am-5pm CST.

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

We keep most of our products in stock at our location so they are ready to ship within 24 hours of being ordered. We ship mostly with FedEx, so you can expect delivery within 2-5 business days. We are available for questions MON-FRI 9am-5pm CST.

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

We have a dedicated team eager to assist with any questions/issues that arise. 936-295-4459 MON-FRI 9am-5pm CST.

- 9. Describe how your company plans to utilize this contract. How will you educate and train sales staff on the contract terms and conditions, details, and promotion of the contract? Describe how you will involve your marketing staff.**

Each staff member involved will read over the contract and make themselves familiar with it. All quotes would include at least a 5% discount.

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

Each staff member involved will read over the contract and make themselves familiar with it. All quotes would include at least a 5% discount.

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

N/A

- 12. 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 A standard 5% discount is better than what is offered to individuals.or tap here to enter text.

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

All school and university quotes will contain a 5% discount.

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

N/A

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

Most products come with a standard 30 day limited warranty, while some have up to a year warranty.

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

We can accept returns up to 30 days after purchase. Returns must be unopened and in original packaging. All returns are subject to a 10% re-stocking fee at our discretion.

6. 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.

We offer a 10% discount on orders that exceed \$1250

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

Upon using a PO, we are net 30 and can accept Check, Card (excl. AMEX), or ACH.

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

Prices are subject to change without notice, but are not changed often. We have had one price increase to multiple items once over the last 10 years.

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

This is hard to determine because we determine our prices based on what we get items from our manufacturers, plus they are subject to import fees and tariffs. These always change based on administrations and other factors.

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

As we do with other contracts, we periodically go over current contracts with any staff members who would be doing quotes.

11. Provide any additional information relevant to this section.

Click or tap here to enter text.

Value Add

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

We will handle this contract as we do with all of our other cooperative contracts with other agencies.

Exceptions & Deviations

- 1. Our company is requesting an Exception and/or/Deviation to the RFP documents. Answer Yes or No.**

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

N/A

Forms & Signatures

RFP #25.4 Lockers, Athletic Equipment, and Related Services

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:

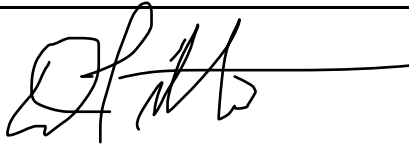
1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

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	Oates Specialties LLC	Date	9/19/2024
Address	151 FM 1696 Road East	City, State, Zip	Huntsville, TX 77320
Contact Person	Drayton Pittmon	Title	Business Manager
Authorized Signature		Title	Business Manager
Email	drdre@oatesspecialties.com	Phone	936-295-4459

Part II: CPC

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

Agency	_____	Authorized Signature	_____
Name	_____	Title	_____
Awarded this	_____	day of	_____
Contract #	RFP #25.4		
Contract/Agreement to Commence	_____		

EDGAR Certification Form

2 CFR Part 200

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

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

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

(A) Supplier Violation or Breach of Contract Terms

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

(B) Termination for Cause and for Convenience

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

(C) Equal Employment Opportunity

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

(D) Davis Bacon Act

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

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

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

(E) Contract Work Hours and Safety Standards Act

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

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

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

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

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

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

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

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

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

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

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

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

(J) Procurement of Recovered Materials

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

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

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

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

(L) Domestic Preferences for Procurements

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

For the purpose of this section:

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

PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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


CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

Business Name Oates Specialties LLC

Authorized
Signature



Full Name Drayton Hunter Pittmon

Title Business Manager

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: ☒ X

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____



Evaluation Report

RFP #25.04 Lockers, Athletic Equipment, and Related Services

Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Lockers, Athletic Equipment, and Related Services on September 16, 2024. The intent of the solicitation is to secure an experienced supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of lockers and storage solutions, indoor and outdoor athletic equipment, wall mats, and installation, maintenance, and repair services at consortium level discounted pricing. Solutions may include, but are not limited to the following categories:

1. Student, athletic lockers and other storage solutions
2. Large athletic equipment and apparatuses
3. Wall mats/athletic wall padding
4. Installation, maintenance, repair, and other related services

The solicitation was due on October 11, 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.

Three (3) proposals were received by the submission deadline. They include H&B Specialized Products, Inc., Medco Supply, and Oates Specialties, LLC. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). All proposals received were found to be compliant and deemed responsive.

The evaluation was conducted October 14-22, 2024. The evaluators met virtually to review and discuss the responses collectively on October 22, 2024. A summation of their evaluation is included below.

Evaluation Discussion & Overview

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

H&B Specialized Products, Inc.

1. Full catalog of locker offerings.
2. Wide range of large athletic equipment available, including wall mats.
3. Capable of providing services for installation and servicing (maintenance).

Medco Supply

1. Limited line of lockers available.
2. Products were better suited to athletic training and sports medicine and did not align with the scope of work desired.

3. Products proposed were similar in nature to what is available under an existing contract for health and wellness.

Oates Specialties, LLC

1. Did not provide a certificate of insurance when requested, which is a requirement for consideration.
2. Products proposed were better suited for strength and conditioning programs and did not align with the scope of work desired.

Recommendation

After analysis of the proposals, the following Vendor(s) are recommended for award: H&B Specialized Products, LLC.

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

Signed by:

Joni Puffett

BE0ED0E17BEC407...

*Joni Puffett, Procurement Solutions Program Director
Cooperative Purchasing Connection*

DocuSigned by:

Amy Lohse

901BDA49D4464FE...

*Amy Lohse, Procurement Specialist
Cooperative Purchasing Connection*

DocuSigned by:

Melissa Mattson

5B1ADA01B60E48F...

*Melissa Mattson, Director of Administrative Services
Cooperative Purchasing Connection*

RFP #25.4 - Lockers, Athletic Equipment & Related Services

RFP Evaluation; Master Score Sheet

Criteria	Points
Technical	280
Total Technical Points	280
Pricing	
Pricing Schedule	220
Total Pricing Points	220
Total Score	500

		H&B Specialized Products	Medco Supply	Oates Specialities LLC
Criteria	Points	Average Points Awarded	Average Points Awarded	Average Points Awarded
Technical Points	280	268	47	55
Total Technical Points	280	268	47	55
Proceed to Pricing Evaluation?	Yes/No	Yes	No	No
Pricing Proposal				
Pricing Schedule	220	210	0	0
Total Pricing Points	220	210	0	0
Total Score	500	478	47	55

Notice for CPC RFP #25.4 Lockers, Athletic Equipment & Related Services: Unsuccessful Proposal

From Joni Puffett <Joni@purchasingconnection.org>

Date Tue 10/22/2024 2:24 PM

To matthew.leininger@medcosupply.com <matthew.leininger@medcosupply.com>

Cc Amy Lohse <alohse@lcsc.org>; Joni Puffett <Joni@purchasingconnection.org>

Good afternoon,

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) #25.4 Lockers, Athletic Equipment & Related Services**.

The evaluation committee, using the criteria outlined in the RFP documents, has completed their review of the proposals received. The evaluation committee did not recommend your proposal for award.

CPC would like to thank you for your proposal and interest in this RFP. CPC will look forward to your participation in future RFPs for similar engagements.

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

Regards,

Joni Puffett
Procurement Solutions Program Director
218-737-6514



Notice for CPC RFP #25.4 Lockers, Athletic Equipment & Related Services: Unsuccessful Proposal

From Joni Puffett <Joni@purchasingconnection.org>

Date Tue 10/22/2024 2:23 PM

To drdre@oatesspecialties.com <drdre@oatesspecialties.com>

Cc Amy Lohse <alohse@lcsc.org>; Joni Puffett <Joni@purchasingconnection.org>

Good afternoon,

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) #25.4 Lockers, Athletic Equipment & Related Services**.

The evaluation committee, using the criteria outlined in the RFP documents, has completed their review of the proposals received. The evaluation committee did not recommend your proposal for award.

CPC would like to thank you for your proposal and interest in this RFP. CPC will look forward to your participation in future RFPs for similar engagements.

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

Regards,

Joni Puffett
Procurement Solutions Program Director
218-737-6514



October 22, 2024

H&B Specialized Products
Attn: Jami Anderson
6213 Bury Drive
Eden Prairie, MN 55346

Award Decision, RFP #25.4 Lockers, Athletic Equipment & Related Services

Dear Jami:

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) #25.4 Lockers, Athletic Equipment & Related Services.

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.

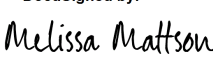
Part I: Supplier

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.

Business Name	<u>H&B Specialized Products, Inc.</u>	Date	<u>10/11/24</u>
Address	<u>6213 Bury Drive</u>	City, State, Zip	<u>Eden Prairie, MN 55346</u>
Contact Person	<u>Jami Anderson</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>janderson@hbsonline.com</u>	Phone	<u>952-698-5780</u>

Part II: CPC

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

Agency	<u>Cooperative Purchasing Connection</u>	Authorized Signature	DocuSigned by:  <small>381ADA01B09E46F...</small>
Name	<u>Melissa Mattson</u>	Title	<u>Director of Administrative Services</u>
Awarded this	<u>29th</u> day of <u>October</u>	Contract #	<u>25.4 HBS</u>
Contract/Agreement to Commence	<u>January 1, 2025</u>		