

Audit Packet

Proposal: RFP #21.7 - Athletic Equipment & Wall Mats

Awarded Vendor(s): H&B Specialized Products

Award Date: November 23, 2020 Contract Number: 21.7 - HBS

- Copy of Legal Affidavits
- Copy of Release
- Copy of Solicitation Documents
 - Question/Answer
 - Addenda Issued
- Copy of Closing
- Notification & Access Reports
- Opening Record
- Copy of Qualified Vendor Responses
 - Bid Bond Confirmation
 - References
- Evaluation Committee Report
- Copy of Award/Rejection Notification
- Copy of Signed Contract Offer & Award

Board Acceptance of Contract _____

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 09/28/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	368597
StarTribune 10/05/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	368597

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$280.00**

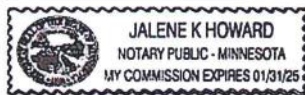
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the 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: 10/04/2020

Jalene K. Howard



Notary Public

CLASSIFIED + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network
 Advertiser: 000368597-01
 Agency: N/A
 Section-Page-Zone(s): E-2-A11
 Description: Sealed proposals will be received...
 Ad Number: 000368597-01
 Insertion Number: N/A
 Size: 1 Col x 2.14 in
 Color Type: 0

Mortgage Foreclosures

28-113383
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 of MORTGAGE July 28, 2020.
 ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE \$195,000.00 (MORTGAGOR'S) Luis A. Barreto-Armas, a married person.
 MORTGAGEE Mortgage Electronic Registration Systems, Inc. (MERS) 1001944-500027D11-5 LENDER OR BINDER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE Fremont Investment Services LLC
 SERVICER Carrington Mortgage Services LLC
 DATE AND PLACE OF FILING Filed August 29, 2020 Hennepin County Recorder, as Document Number 852209
 ASSIGNMENTS OF MORTGAGE Assigned to Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-2RE-2 Asset-Backed Pass-Through Certificate
 LEGAL DESCRIPTION OF PROPERTY Lot 3, Block 2, Fallden's Fourth Addition
 PROPERTY ADDRESS 7238 15th Ave S, Richfield, MN 55423
 PROPERTY IDENTIFICATION NUMBER 35-028-24-13-041
 COUNTY IN WHICH PROPERTY IS LOCATED Hennepin
 THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE \$236,840.95
 THAT all preforeclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage; and any part thereof.
 PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:
 DATE AND TIME OF SALE December 3, 2020 10:00AM
 PLACE OF SALE Sheriff's Main Office, Civil Division, Room 30, Courthouse, 350 South Fifth St., Minneapolis, MN 55487 to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements including attorney fees allowed by law, subtraction of the date of sale by the mortgagor(s) or personal representative and DATE TO VACATE PROPERTY If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property, if the mortgage is not reinstated under section 560.30 or the property is not redeemed under section 560.23, is 11:59 p.m. on June 1, 2021, or the next business day if June 1, 2021 falls on a Saturday, Sunday or legal holiday.
 *THE TIME ALLOWED BY LAW FOR

Mortgage Foreclosures

RECEMPTION 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 563.03, OTHERWISE, AMONG OTHER THINGS, THAT THE MORTGAGE PREMISES ARE IMPROVED WITH AT LEAST 25% OF THE ORIGINAL VALUE OF THE PROPERTY AND FOR AGRICULTURAL PRODUCTION, AND ARE ABANDONED.
 Dated September 28, 2020
 Wells Fargo Bank, N.A. as Trustee for Carrington Mortgage Loan Trust, Series 2004-FRE2 Asset-Backed Pass-Through Certificate
 SHAFIRO & ZELKE LLP
 17 Lawrence Center
 Minneapolis, MN 55425
 Gary J. Evans - 0134764
 Melissa A. B. Porter - 0337778

Storage Facilities

NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 1305 Industrial Blvd. NE Minneapolis, MN 55411 will sell the contents of the following units to satisfy a lien to the highest bidder on 10/20/20 by 10:00 AM at www.storageauctions.com. All goods must be removed from the unit within 48 hours. Unit availability subject to prior settlement of account.
 Unit 2042 - Jennifer Walsh Car seat, art boxes
 Unit 2048 - Reese Vasquez Boxes, bags, clothes, tools
 Unit 4044 - Maurice Vauxart Medical braces, furniture, rug
 Unit 5106 - Catherine Jantz medical braces, furniture, rug
NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 6250 Olson Memorial Highway, Minneapolis, MN 55422 will sell the contents of the following units to satisfy a lien to the highest bidder on October 20, 2020 by 10:00am at www.storageauctions.com. All goods must be removed from the unit within 24 hours. Unit availability subject to prior settlement of account.
 Unit 3409 Chiara Burnshaw Flat screen TV, luggage, furniture, clothing, books and toys
NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 701 N 7th Street, MINNEAPOLIS, MN 55411 will sell the contents of the following units to satisfy a lien to the highest bidder on 10/20/2020 by 11:00 AM at www.storageauctions.com. All goods must be removed from the unit within 24 hours. Unit availability subject to prior settlement of account.
 Unit 319 - Lexus Clark Boxes, Bags, Toys Unit 2009 - Toyota Klugea Gill, Chairs, Tools Unit 2043 - Vanessa Boatman, Clothing, Mattress, Furniture Unit 2117 - Elizabeth Cambra, Suitcase, Snowboard, Rugs, Table, Unit 3108 - Mary Light, Bags, Bins, Misc. Unit 3229 - Jan Coursole Chair, Table Unit 4108 - Kristeen Riud Boxes, Suitcase Unit 4235 - Deborah Powell Boxes, Unit 4308 - Dennis Warren, Freezer, Boxes, Xbox

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 the following RFPs: #217 Athletic Equipment & Wear, #218 - Event Seating & Staging Solutions, #219 - Lockers & Storage Solutions, #2110 - Interactive Technology Buyback Solutions, and #2111 - Technology Buyback Solutions.
 Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.pcp01.com/purchase.com).
 Proposals must be uploaded to Public Purchase before 10 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered.
624 Collections
 "Annual Fall Classic Estate & Consign Auction"
 SUNDAY OCT 11 12:00 LIAH CST
 Large Private Collection Coins, Currency, Jewelry, Musical Instruments, Collectibles, Lic.
 SIAKOPIS AMERICAN LEGION
 1505 1st Ave S, Shakopee, MN
 Online at WWW.PRIVATEAUCTION.COM
 Email: info@privateau.com
 Tel: 612-231-9709
BUYING NEW, TOP TIER BASEBALL FOOTBALL & BASKETBALL CARDS
 613-226-7925
BUYING SPORTS ILLUSTRATED MAGAZINES The more the better!
 613-226-7925
COM SHOW - SATURDAY
 OCTOBER 10TH
 The Roseville Skating Center, 3061 Civic Center Drive, 508-8500. BUY/SELL/TRADE, Masks required. #612-739-1258

395 Misc. For Sale & Wanted

For Sale Hot Wheels Cars, Jewelry, Antique Furniture & More Good Stuff! Dan 952-884-6588
FREON WANTED: We pay \$\$\$ for cylinders and cans. #12 #606 #11 #113 #114. Certified Professionals. 312-291-9103 or Refillpro@aol.com
404 Dogs
 Basset Hound Puppies 2 males 2 females All breeds. Deemed excellent health. Certified. Lots of suggestions and love given. Ready 10/10. 612-532-103-9421
 Cocker Spaniel puppies Beautiful family raised AKC Cocker Spaniel puppies. Males and females available.
 https://photos.app.goo.gl/WvJlBk4G1FkA93
 https://photos.app.goo.gl/X251Wv9VgVta2546
 https://photos.app.goo.gl/y8RTE03J0WYF6A8K5L209-230-7574
 English Bulldog, Blue Colored AKC Puppies Chocorri puppy 100% AKC registered Puppies available.
 612-942-3757
GERMAN SHEPHERD PUPS
 AKC, E-camp, Genetic clear ante. 315-537-5415. www.janfam.com
GOLDENDOODLE PUPS Cream/Black
 Males & Females \$1,200
 320-293-2520
GOLDENDOODLE PUPS Fam raised, breed guide or jet black. Ready to pick up. \$600/ea cash 651-272-0357
Goldenweidies Home raised, vet checked, chipped, current vacic. Accepted \$100-\$1200. 605-265-0797
LAB AND MEXICO PUPS 608 7288 Dew claws, shots, microchipped. \$1,000 ready now. 320-252-1359
LAB AND RIBS SILVER PUPS removed, shots, wormed, raised with kids. \$1000. 641-428-4789
LABRADOODLE PUPS We have 672 Labrador puppies left. 3 black males & 3 black females, UTD on all vaccines. 8 weeks old and ready for a new home. \$1500 218-849-1532
MALTESE PUPS
 M \$450 \$500, 118 shots, Non-Shed. 712-441-1863
 Poodles from AKC Breeder's 5 weeks, Health Guarantee, Family Raised, Shots, Dew, Tails. \$600 715-275-5266
 Puppies new/born and puppies 7-11 and 8-10 colors, be beautifully marked \$1,500 715-433-0273
Yellow Labrador Puppies 7 wk family raised AKC Shuts, dewormed, dewax. \$1,000 612-418-2321

442 Sports & Fitness Equipment

"ANTIQUE FIREARM COLLECTOR ESTATE AUCTION"
 Success: Oct 11 2020 11am CST
 SIAKOPIS AMERICAN LEGION
 1505 1st Ave S, Shakopee, MN
 Online at www.privateau.com
 Email: info@privateau.com
 Tel: 612-231-9709
All metal inventory in the Star Tribune is subject to the best offer from 8 a.m. to 5 p.m. Monday through Friday. To be eligible to advertise, you must be a resident of Minnesota, North Dakota, or South Dakota. The Star Tribune will not knowingly accept any advertisements which are in violation of the law. All charges are subject to the Star Tribune publication schedule on an equal opportunity basis.
 Realtor:
 Wk, OK Page 612-479-3615
 MN Home Page 612-928-5083
 Paid Home Line 612-739-4787
 140-140-858-8777
626 SENIOR LIVING
"BLOOMINGTON"
 Beautiful 20th senior apt w/ solid oak, cabinets, ceramic tile, 1 1/2 baths, walk-through closet, dishwasher, microwave, balcony/underground heated parking, elevator, pool, gym, no pets.
 Avail. now!
 612-231-9114
 www.courtesyale.com
 www.daystarreal.com
633 APTS & CONDOS
 LINCOLN, NW, SH & WEST SUBURBS
CENTRAL - 3246 Douglas Drive Lake
 7th Fl, \$1150, 2br, \$100, AC, ceiling fans, DW, new carpet, cable ready. \$400 deposit. 763-211-9673
666 Rentals Outside of Metro
YEAR ROUND RENT, 3BR, LAKE HOME ON FISH TRAIL LAKE, CUSHING, MN \$900/mo + utils + gar. Pets ok. VEHICLES, N/S, Refs req. Avl 10/1. 952-888-2811 or 952-965-6137
VEHICLES WANTED
Cash Paid For Junkers
 and repairables. 612-781-1804
 \$500-\$2500 Cash For Any Running Vehicle. 612-206-0716
 \$\$\$\$\$ CASH FOR CARS \$1185
 Repairs/ob or even. 612-418-0244

Storage Facilities

NOTICE OF PUBLIC SALE:
 THE LOCK UP SELF STORAGE AT 12295 Valley View Rd, Eden Prairie MN 55344 will sell the contents of the following units to satisfy a lien to the highest bidder on October 20, 2020 by 2:00 p.m. All items must be removed from the unit within 24 hours. Unit availability subject to prior settlement of account.
 Dennis Burans (#2304)-boxes & bins, tools, furniture, spinel piano

General Policies

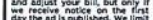
Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages. This 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 individual content of the ad. Advertising is also subject to credit approval.

General Policies

637 Firewood
PREMIUM DRY OAK OR BIRCH
 4'x16" 18". Quick delivery. Cash/Credit/Checks. 320-390-4217
671 Jewelry & Precious Metals
PAYING CASH (no checks) for gold, silver, coin, diamonds, flatware, bullion, collectibles, comics, sports cards, etc. 2 Twin Cities loc. By Acct. House/Bank calls. 43 yrs bus. Bill A+, WCCO #1. Amer. & Stars. Free advice. 616-648-8668
395 Misc. For Sale & Wanted
BARN WOOD FOR SALE
 763-498-7816
DEEP BEEF Quarter, half, whole, or hamburger. Finished to perfection. 763-205-2537
COLLEGE OR UNIVERSITY? I NEED ACCESS TO MICROSCOPE. Have impact glass by cone. 10 Canadian Sp. Life forms inside. Lab test done - not sure glass. 612-465-8648
I BUY (working or not) old motorcycles, lawn tractors, scooters, trailers, ATVs, snowblowers. 612-413-3003

Place a classified ad today.

Call 612.673.7000. Fax 612.673.4994 or go to startribune.com/placeads.



IMMEDIATE OPENINGS

Discover the perfect weekend money-making gig!

YOUR LOCAL NEWSPAPER DISTRIBUTOR IS IN NEED OF CARRIERS. Whether you're a student, a retiree, an early riser, or just looking for some extra income, this is the perfect job for you. **Earn up to \$1,500 a month** plus tips in as little as 4 hours a day. Plus, work independently in an area close to home. Weekend routes available.

APPLY TODAY

- » Must be at least 18 years old
- » Must have reliable transportation
- » Must have valid driver's license and current auto insurance

Call 612-673-7473 now.

StarTribune

Start delivering for Star Tribune—Minnesota's largest media company—with opportunities for full-time and part-time driving hours available. We offer a great working atmosphere and day and night shifts.

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StarTribune

StarTribune
 Monday, October 5, 2020

Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

Account No.: SFA-0000000483

Ad No.: 0004384882

PO #: #21.7- #21.11

Lines : 29

Ad Total: \$39.57

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0004384882

Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Monday, September 28, 2020

Monday, October 5, 2020

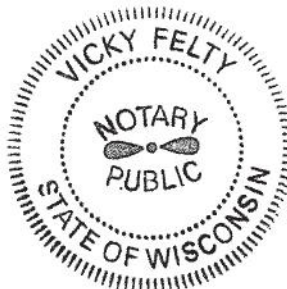
Sworn to and subscribed before me this 5 day of October, 2020.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

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 the following RFPs: #21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback 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 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered.
4384882 Sept 28; Oct 5, 2020



AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA


ss.

COUNTY OF CASS

Lana Syltie, *The Forum*, being duly sworn, states as follows:

- 1. I am the designated agent of The Forum, 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: *Legal Notice; (2) time: Sept. 30 and Oct. 7, 2020*, 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.

Dated this 7th day of October, 2020.



Legals Clerk

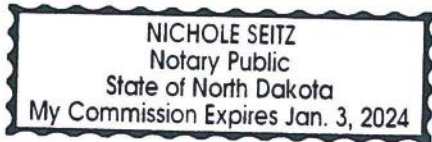


Notary Public

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 the following RFPs: #21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback 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 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered. (Sept. 30; Oct. 7, 2020) 2859532



*** Proof of Publication ***

State of North Dakota)
County of Burleigh) SS:

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 the following RFPs: #21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback 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 a.m. CT on Tuesday, October 27, 2020, and late proposals will not be considered.

9/28 & 10/5 - 14782

Before me, a Notary Public for the State of North Dakota personally

appeared Jill LINDSAY who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

9/28 + 10/5/2020

Signed Jill Lindsay

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

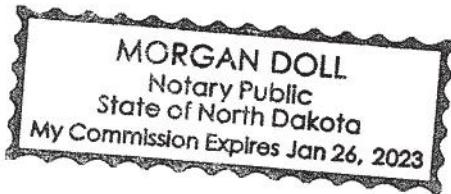
ORDER NUMBER 14782

Sworn and subscribed to before me this 5th day of

October 2020

Morgan Doll

Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 09/28/2020, 10/05/2020

TOTAL AD COST: 34.20

FILED ON: 10/5/2020

LAKES COUNTRY SERVICE COOP
Lori Mittelstadt
1001 E MOUNT FAITH
FERGUS FALLS MN 56537

Customer Nbr: 60058870
Phone: (218) 737-6535
Date: 10/06/2020
Page: 1

Amount Paid: _____

Card #: _____

Exp Date: ____/____/____

Check #: _____

Signature: _____



Date: 10/05/2020 Ref #: 14782 Total: 0.00

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send credit card payment to the remittance address located in the upper right corner.

Date	Reference #	Type	Description	Lines	Total
10/05/20	14782	INV	Oct. 27, 2020 - }>#21.7 - Athletic Equipment & Wall Mats, #21.8 - Event Seating & Staging Solutions, #21.9 - Lockers & Storage Solutions, #21.10 - Interactive Technology Solutions, and #21.11 - Technology Buyback Solutions/ Request for Proposals PO # Lisa Truax	19	0.00

Remarks:

Total Due:

0.00

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Release Successful on Bid RFP #21.7 - Athletic Equipment and Wall Mats
Date: Monday, September 28, 2020 9:02:26 AM

Lisa M Truax:

Bid "RFP #21.7 - Athletic Equipment and Wall Mats"
Status: Release Successful on Sep 28, 2020 8:02:19 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=133256>

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= YM+PgpDn66Rgrfy1GiRnFA==

Proposals Requested by the:

Cooperative Purchasing Connection



RFP #21.7 – Athletic Equipment & Wall Mats

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 indoor and outdoor athletic equipment, wall mats, 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 Tuesday, October 27, 2020

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

RFP Facilitator:
Lisa Truax,
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction

Proposals for the requested products and/or services are detailed in the Technical Specifications, Section III.

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 has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities, and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

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 joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as K-12 and higher education, municipal, state, tribal, and other public agencies.

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.

Collectively, CPC's participating agencies purchase, on average, over \$75 million annually through its contracted vendors.

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

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses, and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity, and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response 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 of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. Required Securities

Bid Bond: By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$5,000. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately

forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

1. Poor communication; multiple documented failures to correspond with CPC.
2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
4. Delivery issues; consistent and documented failures to deliver the product on time or in proper condition.
5. Lack of on-time reporting and inaccurate quarterly reports.
6. Lack of on-time quarterly administrative fee payments.

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. 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 Vendor 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 Vendor 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 Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor 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 Vendor will be responsible for providing CPC with a copy of all contracts and bonds following CPC purchasing procedures. Should the Vendor 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 Vendor'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 as a result of the Master Agreement is exclusively between the

Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

C. RFP Timeline:

Date/Time	Event
September 28, 2020	Publication of RFP #21.7 – Athletic Equipment & Wall Mats
October 13, 2020 at 9:00 a.m. CT	Non-Required Conference Call
October 16, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
October 27, 2020, at 10:00 a.m. CT	Deadline for Submission
November 24, 2020	Contact Vendor/Award(s) Made
January 1, 2021	Initial Start of Contract Term

D. Non-Required Conference Call: A web conference will be held allowing Vendors 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://zoom.us/j/91420266446?pwd=V3FKdWtWb1d5N1ZYdHB1bk5aYXpUT09>.

1. **Dial-in Number:** +1 312 626 6799
2. **Meeting ID:** 914 2026 6446
3. **Password:** 955705

E. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors 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 proposals will 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.

F. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors 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.

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 Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors 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 the postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn, or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor 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.

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.

G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a short-list of Vendors may be developed of the highest-rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or most areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Unresponsive, does not meet minimum requirements

		Vendor
Criteria	Points	Average Points Awarded
Qualifications & Experience	80	
Marketing & Partnership	40	
Financials & Level of Support	15	

Warranty	20	
Industry-Specific Information	100	
Exceptions & Deviations	10	
References	15	
Total Technical Points	280	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Proposal		
Pricing Schedule	140	
State Mult. & Time/Material	70	
Volume Discounts	10	
Total Pricing Points	220	0
Total Score	500	0

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 Vendors or, if the short-list process is not used, all qualified Vendors 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 Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor’s previous proposal is considered the Vendor’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.

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

H. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor 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 by Tuesday, November 24, 2020. 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, 2021, through December 31, 2022. There will be an optional yearly renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor 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 Vendor 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 Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. 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 will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

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

Certificate of Insurance: The Vendor 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 Vendor 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 to CPC upon coverage renewal. The Vendor 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 Vendor must provide the COI with their submission.

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

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

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. **Scope of Work:** 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 indoor and outdoor athletic equipment, wall mats, 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. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or specific product categories or manufacturer categories.

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor 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 Vendor 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 Vendor.

CPC intends to award this solicitation to one or more Vendors based on who can offer acceptable athletic equipment, wall mats, 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 the 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.

Vendors 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 Vendor.

- B. **Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January of 2017 through July of 2020, CPC participating agencies have purchased just under \$800 thousand in athletic equipment and wall mats. All quantities or dollar values listed within this solicitation are estimates.

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

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially more than, or substantially below, estimated volumes. Specifically, if actual contract

pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor 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, CPC believes that the program will continue to grow significantly throughout the solicitation term, not to exceed four (4) years.

C. Terms and Conditions:

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.

General:

1. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within 24 hours.

Equipment and Supplies:

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
2. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods. 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.
3. 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.

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. 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.

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, minimum Class C or better, and one of the following:
 - a. National Fire Protection Agency (NFPA) 289.
 - 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 Exhibit C – Wall Mat Specifications. 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.

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 Vendor 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 Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
2. The Vendor must provide a discount price schedule for all categories of products available and offered in this solicitation.
3. New products and services, pertaining to the scope of this solicitation, can be added during 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 Vendor 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 Vendor 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 Vendor in their submission. The Vendor 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 Vendor shall notify CPC in writing via email as follows:
 - a. The request will be typed on the Vendor’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 Vendors to offer their very best prices. If a Vendor 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.

Ordering Methods:

1. 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 Vendor Questionnaire).
2. A PO may be issued to the Vendor 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.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. 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.

Freight and Delivery:

1. 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. This replaces section General Terms & Conditions, Delivery, of this RFP. 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 before any purchase order being issued by the participating agency.
2. 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 the order.
3. 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 Vendor.

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 Vendor must outline all service charges for design and installation. If the Vendor 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. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the services requested.
3. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.

4. 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.
5. Installation times will be coordinated with the purchasing agency. Vendors 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.
6. All personnel that is working at a participating agency must be bonded and insured and follow any participating agencies' requirements for contractors and subcontractors.
7. Subcontractors.
 - a. The Vendor 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 Vendor will submit to CPC in writing, the reason for removal, and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor 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.
8. 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.

Maintenance Plans:

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

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that can educate, introduce, and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. 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.

Appendix B: New Vendor Implementation Checklist – Sample

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

Task Description	Target Completion	Completed By
1. CPC Vendor 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	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	CPC & Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC

General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor 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 Vendor to make such connections should the Vendor 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.

Amendments: This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

Audit: Under applicable law, the Vendor 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 Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of 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 Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Vendor; 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 Vendor 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 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 Vendor 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 Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor'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 counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor 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 give consideration to 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 Vendor 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.

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

Collusion: For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

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 Vendor 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 vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor 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 vendor 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 Vendor. CPC will not reimburse any Vendor for such costs.

Debarment and Suspension: If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

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.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-users' expectations must be replaced at the vendor'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.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor'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 Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. 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.

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 Vendor 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 Vendor 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 vendor 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 Vendor and the participating agency. This shall bind the Vendor 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 Vendor.
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 considered to 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 Vendor, 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 vendor 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 Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Requirements: The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland "Anti-Kickback" Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Federal Uniform Guidance: By entering into a contract, the Vendor 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.

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 because 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; 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 a 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 under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold 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.

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 Vendor 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 Vendor and the participating agency. The Vendor 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 Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

Marketing and Promotion: Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

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 Vendor 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 Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

Non-Discrimination: Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses 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, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

Ordering: All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

Patent Indemnification: The Vendor 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.

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors 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.

1. Where a question of quality is involved, payment in whole or part against which to chargeback 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.

2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

Payment; Invoices: The Vendor shall 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.

Prompt Payment: Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

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 Vendors 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 Vendor 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.

Qualified Respondent: A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

Recalls: The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

Sales Tax: Sales and other taxes shall not be included in the prices quoted. The Vendor 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 Vendor. 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 Vendor 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.

Substance Use and Conduct: All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

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 particular specification prohibits substitution, vendors 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 Vendor's letterhead attached to the pricing form. Vendors 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: In case of failure to deliver goods or provide services following the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the Vendor:

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 Vendor engaged in according to this solicitation to violate the law.

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

Value Added Attributes: Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

Vendor Orientation (CPC 101): The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor 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 05/2020

Vendor Questionnaire

RFP #21.7 – Athletic Equipment & Wall Mats

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 Vendor 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 “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

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

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

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid 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 Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience *(80 points)*

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 current locations, staffing levels, and the number of staff that will be dedicated to the resulting contract if awarded.

Click or tap here to enter text.

4. Describe your company's logistics (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 CPC participating agencies.

Click or tap here to enter text.

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

Click or tap here to enter text.

6. Describe the number of agencies your organization, on average, provides athletic equipment and/or wall mats for each year in the states outline in this solicitation?

Click or tap here to enter text.

7. Is your organization able to service all areas and eligible agencies as outlined in this solicitation? If no, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the states outlined in this solicitation?

Click or tap here to enter text.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the states outlined in this solicitation.

Click or tap here to enter text.

10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Click or tap here to enter text.

Marketing & Partnership *(40 points)*

1. Describe how your company markets directly to potential customers.

Click or tap here to enter text.

2. Describe marketing collateral, sales campaigns, events, conferences (virtual/in-person) attended that have been successful for your organization in the past.

Click or tap here to enter text.

3. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information,

anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support/sample materials as Exhibit A – Marketing Plan.

Click or tap here to enter text.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

Click or tap here to enter text.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

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

Click or tap here to enter text.

Financials & Level of Support (15 points)

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

- _____ Pricing is better than what is offered to individual education, government, and nonprofit agencies.
_____ Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
_____ 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. 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.

3. 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.

Warranty (20 points)

1. 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.

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure. Describe warranty coverage, restrictions/limitations, and any possible travel expenses.

Click or tap here to enter text.

Industry Specific Information (100 points)

1. Provide a narrative description of the products and services you are offering in your proposal.

Click or tap here to enter text.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.

Click or tap here to enter text.

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

Click or tap here to enter text.

4. Describe your proposed order process (from start to finish) for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Click or tap here to enter text.

5. 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.

6. Describe your delivery policy and lead time required from an agency placing an order to receipt of delivery.

Click or tap here to enter text.

7. Describe in detail your proposed exchange and return program(s) and policy(s).

Click or tap here to enter text.

8. Describe the duties of your installation team(s), project roles, and any applicable certifications your installers hold.

Click or tap here to enter text.

9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

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.

Exceptions & Deviations (10 points)

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

Click or tap here to enter text.

2. 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.

References (15 points)

Provide three (3) references that have purchased athletic equipment and wall mats from your company within the last two (2) years. References from the CPC's 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 a reference of your company's past work may affect your evaluation.

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

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

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

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

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

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

Additional Requirements

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

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your response above.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding six (6) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to help determine the financial stability of the company. Failure to submit a form of financial health may deem your response as non-responsive.

3. Exhibit C - State(s) Contractor's License - Name of Company

Submit a PDF copy of your contractor's license allowing you to do construction type work in CPC's tri-state area.

4. Exhibit D - Wall Mat Specifications - Name of Company

Submit all applicable requirements meeting the technical specifications as required and outlined in the RFP documents for all wall mats being proposed.

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 - Pricing Schedule
- 2 - State Multiplier & Time/Material
- 3 - Volume Discounts

1 - Pricing Schedule - *required*

Submit pricing for all products and accessories being offered to CPC and its participating agencies.

2 - State Multiplier & Time/Material - *required*

Submit pricing for Wages/Services requested by CPC and its participating agencies.

3 - Volume Discounts - *optional*

Submit all volume discounts if available to CPC and its participating agencies.

2- State Multiplier & Time/Material Rates

*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for each of the states listed below. Provide your multiplier/factor (wage and transportation) to be applied to the Net Member Price. Complete all information on this form, including all cost actors and service rates for installation, if provided. Failure to enter the required information or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.

Responding Company's Name: _____

REQUIRED FORM

Wages - Percentage Added to Catalog						
Project Types	MN Multiplier 0.00%	ND Multiplier .00%	SD Multiplier .00%	WI Multiplier 0.00%	Net Member Price	Notes
Non-Prevailing Wage Project						
Prevailing Wage Project						
Davis Bacon Wage Project						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Labor - Normal Working Hours						
Project Design/Development Consultant	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
Tradesman	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
Installer	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
General Laborer	7 a.m. to 5 p.m., M-F	Per Hour			\$ -	
					\$ -	
					\$ -	
Labor - Other Than Normal Working Hours						
Project Design/Development Consultant	Evenings/Weekends	Per Hour			\$ -	
Tradesman	Evenings/Weekends	Per Hour			\$ -	
Installer	Evenings/Weekends	Per Hour			\$ -	
General Laborer	Evenings/Weekends	Per Hour			\$ -	
					\$ -	
					\$ -	
Travel, Per Diem & Mileage						
Travel Time - Round Trip	Travel time rate, round trip from home location to worksite.	Per Hour			\$ -	
Per Diem	Per diem rate - meals and lodging per 24-hour period	Period			\$ -	
Mileage	Mileage rate for company-owned vehicles.	Per Mile			\$ -	
Other Costs Including Average Overall Discount Offered						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Performance & Payment Bond Cost	The Vendor is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.	Percent				
	*This represents the cost the Vendor incurs to provide a performance and payment bond to the Participation Agency for an individual project when it is required.					

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Materials						
Supplies						
Equipment/Tool Rental						
Extended Warranty						
Annual Maintenance Agreements						

3 - Volume Discounts

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

Instructions. Complete the form below if your company is offering additional discounts for a one time purchase OR a group of local agencies in a geographic area combining requirements (estimate annual spend). Note, this is an **optional form**.

Responding Company's Name:

OPTIONAL FORM

Dollar Amount From	Dollar Amount To	Catalog/Product	Additional Discount Offered

Vendor Forms & Signatures

RFP #21.7 – Athletic Equipment & Wall Mats

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 "***Vendor 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 and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | | | |
|--------------------------|----------------|--------------------------|----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 5 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor 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: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional 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 the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor 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 Vendor, 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. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor 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, Vendor 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 Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is 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.

6. 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.

7. 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). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 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. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, 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 Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

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: _____
Vendor 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: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Bid Bond of \$5,000 (Copy)	Submit as PDF
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A – Marketing Plan – Name of Company	Submit as a PDF
	Exhibit B – Letter/Line of Credit – Name of Company	Submit as a PDF
	Exhibit C - State(s) Contractor's License - Name of Company	Submit as PDF
	Exhibit D – Wall Mat Specifications – Name of Company <ul style="list-style-type: none"> Required if proposing Wall Mats. 	Submit as PDF
	Business Type Certificate, if applicable. <ul style="list-style-type: none"> See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Printed Name/Title

Date

Questions for Bid RFP #21.7 - Athletic Equipment and Wall Mats



Question #1



Shouldn't the wall pad specification reference ASTM E84 Class A & NFPA 286? Meeting the performance criteria of 803.1.2.1 when tested per NFPA 286 is considered equivalent to Class A.

Oct 14, 2020 11:08:34 AM CDT

By: H&B Specialized Products, Inc. - janderson@hbsponline.com

Answers

CPC will issue an amendment to correct this error.

Oct 14, 2020 11:58:54 AM CDT

By: ltruax

Archive

Answer

Reject

Ask a Question

View Bid

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Addendum Release Successful on Bid RFP #21.7 - Athletic Equipment and Wall Mats
Date: Wednesday, October 14, 2020 2:15:44 PM

Lisa M Truax:

Bid "RFP #21.7 - Athletic Equipment and Wall Mats"
Status: Release Successful on Sep 28, 2020 8:02:19 AM MDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=133256>

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= 4vJf9DwfWaHL7OUPeDoeug==

Bid RFP #21.7 - Athletic Equipment and Wall Mats Addendum #1 - Addendum

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**
 Bid Number **21.7**
 Title **Athletic Equipment and Wall Mats**
 Start Date **Sep 28, 2020 9:02:19 AM CDT**
 End Date **Oct 27, 2020 10:00:00 AM CDT**
 Agency **Cooperative Purchasing Connection**
 Bid Contact **Lisa M Truax**
 (218) 737-6535
 ltruax@lpsc.org
 1001 E. Mount Faith Avenue
 Fergus Falls, MN 56537

Description

Scope of Work: 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 indoor and outdoor athletic equipment, wall mats, 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. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or specific product categories or manufacturer categories.

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor 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 Vendor 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 Vendor.

CPC intends to award this solicitation to one or more Vendors based on who can offer acceptable athletic equipment, wall mats, 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 the 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.

Vendors 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 Vendor.

Pre-Bid Conference

Date: Oct 13, 2020 9:00:00 AM CDT
 Location: Non-Required Conference Call
 Notes: A web conference will be held allowing Vendors 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://zoom.us/j/91420266446?pwd=V3FKdWtWb1d5N1ZydhBlbk5aYXpJUT09>.

1. Dial-in Number: +1 312 626 6799
2. Meeting ID: 914 2026 6446
3. Password: 955705

No Attachments

Documents

Name	Posting Date	Acceptance
RFP #21.7 - Athletic Equipment & Wall Mats.pdf	Sep 25, 2020 12:19:12 PM CDT	Yes
RFP #21.7 - General Terms and Conditions.pdf	Sep 25, 2020 12:19:15 PM CDT	Yes
RFP #21.7 - Vendor Questionnaire.docx	Sep 25, 2020 12:19:19 PM CDT	Yes
RFP #21.7 - Pricing Schedule.xlsx	Sep 25, 2020 12:19:22 PM CDT	Yes
RFP #21.7 - Vendor Forms & Signatures.pdf	Sep 25, 2020 12:19:27 PM CDT	Yes
RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf	Oct 14, 2020 2:14:52 PM CDT	Yes

Proposals Requested by the:

Cooperative Purchasing Connection



RFP #21.7 – Athletic Equipment & Wall Mats

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 indoor and outdoor athletic equipment, wall mats, 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 Tuesday, October 27, 2020

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

RFP Facilitator:
Lisa Truax,
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction

Proposals for the requested products and/or services are detailed in the Technical Specifications, Section III.

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 has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities, and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

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 joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as K-12 and higher education, municipal, state, tribal, and other public agencies.

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.

Collectively, CPC's participating agencies purchase, on average, over \$75 million annually through its contracted vendors.

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

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses, and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity, and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response 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 of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. Required Securities

Bid Bond: By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$5,000. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately

forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

1. Poor communication; multiple documented failures to correspond with CPC.
2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
4. Delivery issues; consistent and documented failures to deliver the product on time or in proper condition.
5. Lack of on-time reporting and inaccurate quarterly reports.
6. Lack of on-time quarterly administrative fee payments.

Performance Bond (for construction and/or installation related projects): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. 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 Vendor 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 Vendor 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 Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor 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 Vendor will be responsible for providing CPC with a copy of all contracts and bonds following CPC purchasing procedures. Should the Vendor 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 Vendor'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 as a result of the Master Agreement is exclusively between the

Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

C. RFP Timeline:

Date/Time	Event
September 28, 2020	Publication of RFP #21.7 – Athletic Equipment & Wall Mats
October 13, 2020 at 9:00 a.m. CT	Non-Required Conference Call
October 16, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
October 27, 2020, at 10:00 a.m. CT	Deadline for Submission
November 24, 2020	Contact Vendor/Award(s) Made
January 1, 2021	Initial Start of Contract Term

D. Non-Required Conference Call: A web conference will be held allowing Vendors 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://zoom.us/j/91420266446?pwd=V3FKdWtWb1d5N1ZYdHB1bk5aYXpJUT09>.

1. **Dial-in Number:** +1 312 626 6799
2. **Meeting ID:** 914 2026 6446
3. **Password:** 955705

E. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors 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 proposals will 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.

F. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors 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.

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 Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors 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 the postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn, or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor 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.

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.

G. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators and then weighed.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators and then weighed. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.
4. Presentations – At the sole discretion of CPC, a short-list of Vendors may be developed of the highest-rated submissions based on proposal ranking. If CPC chooses, these Vendors would be invited to make a live presentation. If requested by CPC, this presentation will be mandatory to continue in the evaluation process. Details regarding potential presentation dates are outlined within the solicitation.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or most areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Unresponsive, does not meet minimum requirements

Criteria	Points	Vendor
		Average Points Awarded
Qualifications & Experience	80	
Marketing & Partnership	40	
Financials & Level of Support	15	

Warranty	20	
Industry-Specific Information	100	
Exceptions & Deviations	10	
References	15	
Total Technical Points	280	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Proposal		
Pricing Schedule	140	
State Mult. & Time/Material	70	
Volume Discounts	10	
Total Pricing Points	220	0
Total Score	500	0

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 Vendors or, if the short-list process is not used, all qualified Vendors 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 Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor’s previous proposal is considered the Vendor’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.

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

H. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor 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 by Tuesday, November 24, 2020. 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, 2021, through December 31, 2022. There will be an optional yearly renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor 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 Vendor 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 Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. 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 will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

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

Certificate of Insurance: The Vendor 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 Vendor 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 to CPC upon coverage renewal. The Vendor 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 Vendor must provide the COI with their submission.

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

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

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. Scope of Work:** 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 indoor and outdoor athletic equipment, wall mats, 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. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or specific product categories or manufacturer categories.

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor 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 Vendor 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 Vendor.

CPC intends to award this solicitation to one or more Vendors based on who can offer acceptable athletic equipment, wall mats, 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 the 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.

Vendors 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 Vendor.

- B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from January of 2017 through July of 2020, CPC participating agencies have purchased just under \$800 thousand in athletic equipment and wall mats. All quantities or dollar values listed within this solicitation are estimates.

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

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially more than, or substantially below, estimated volumes. Specifically, if actual contract

pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor 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, CPC believes that the program will continue to grow significantly throughout the solicitation term, not to exceed four (4) years.

C. Terms and Conditions:

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.

General:

1. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within 24 hours.

Equipment and Supplies:

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
2. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods. 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.
3. 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.

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. 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.

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 Exhibit C – Wall Mat Specifications. 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.

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 Vendor 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 Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
2. The Vendor must provide a discount price schedule for all categories of products available and offered in this solicitation.
3. New products and services, pertaining to the scope of this solicitation, can be added during 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 Vendor 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 Vendor 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 Vendor in their submission. The Vendor 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 Vendor shall notify CPC in writing via email as follows:
 - a. The request will be typed on the Vendor’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 Vendors to offer their very best prices. If a Vendor 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.

Ordering Methods:

1. 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 Vendor Questionnaire).
2. A PO may be issued to the Vendor 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.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. 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.

Freight and Delivery:

1. 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. This replaces section General Terms & Conditions, Delivery, of this RFP. 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 before any purchase order being issued by the participating agency.
2. 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 the order.
3. 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 Vendor.

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 Vendor must outline all service charges for design and installation. If the Vendor 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. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts, and supplies necessary for the services requested.
3. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.

4. 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.
5. Installation times will be coordinated with the purchasing agency. Vendors 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.
6. All personnel that is working at a participating agency must be bonded and insured and follow any participating agencies' requirements for contractors and subcontractors.
7. Subcontractors.
 - a. The Vendor 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 Vendor will submit to CPC in writing, the reason for removal, and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor 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.
8. 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.

Maintenance Plans:

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

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that can educate, introduce, and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. 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.

Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June). The Vendor will receive a sales report template similar to that shown below. Fiscal quarters are outlined as:

- July – September
- October – December
- January – March
- April – June

Vendor Name April - June 20XX Sales Report								
Purchasing Agency	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount Total USD	Administrative Fee	Member Savings Generated
						\$ -	\$ -	\$ -

Appendix B: New Vendor Implementation Checklist – Sample

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

Task Description	Target Completion	Completed By
1. CPC Vendor 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	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	CPC & Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: Public Purchase - RFP #21.7 - Athletic Equipment and Wall Mats Closed Notification
Date: Tuesday, October 27, 2020 10:00:08 AM

Lisa M Truax:

The bid RFP #21.7 - Athletic Equipment and Wall Mats has closed on Oct 27, 2020 9:00:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=133256>

Thank you for using Public Purchase.

MK= yUZ2Rlwy/SieKMn9FSX0xg==

Notifications Report

Agency Cooperative Purchasing Connection
 Bid Number 133256
 Bid Title Athletic Equipment and Wall Mats

Vendor Name	State	Invitation	Date	Email	Reason
2nd Wind Exercise Equipment Inc	MN	Classification	2020-09-28 08:36:49	tmaynard@2ndwindexercise.com	Bid Notification
AAE	PA	Classification	2020-09-28 08:36:49	DANM@AAESPORTS.COM	Bid Notification
AAE	PA	Classification	2020-10-14 10:58:54	DANM@AAESPORTS.COM	Bid Answer
AAE	PA	Classification	2020-10-14 13:29:00	DANM@AAESPORTS.COM	Addendum Notification
Allstate Peterbilt Group	WI	Classification	2020-09-28 08:36:49	jsemingson@wdlarson.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA	Classification	2020-09-28 08:36:49	TOMS@AAESPORTS.COM	Bid Notification
Bill Fritz Sports Corporation	NC	Classification	2020-09-28 08:36:49	bfritz@billfritzsports.com	Bid Notification
Brigadoon Fitness	IN	Self Invited	2020-10-14 10:58:54	jirehg@brigadoonfitness.com	Bid Answer
Brigadoon Fitness	IN	Self Invited	2020-10-14 13:29:00	jirehg@brigadoonfitness.com	Addendum Notification
BRIGADOON FITNESS INC	IN	Classification	2020-09-28 08:36:49	Kevinf@BrigadoonFitness.com	Bid Notification
Brown & Bigelow, Inc	FL	Classification	2020-09-28 08:36:49	mryba@brownandbigelow.com	Bid Notification
BSN Sports & US Games	TX	Classification	2020-09-28 08:36:49	bsnbid@bsnsports.com	Bid Notification
BSN Sports & US Games	TX	Classification	2020-10-14 10:58:54	bsnbid@bsnsports.com	Bid Answer
BSN Sports & US Games	TX	Classification	2020-10-14 13:29:00	bsnbid@bsnsports.com	Addendum Notification
Clarke Distributing Company	TX	Classification	2020-09-28 08:36:49	don@clarke-distributing.com	Bid Notification
Clarke Distributing Company	TX	Classification	2020-10-14 10:58:54	don@clarke-distributing.com	Bid Answer
Clarke Distributing Company	TX	Classification	2020-10-14 13:29:00	don@clarke-distributing.com	Addendum Notification
Concourse Team Express LLC	TX	Classification	2020-09-28 08:36:49	adam.trevino@teamexpress.com	Bid Notification
Conner Athletic Products	IA	Classification	2020-09-28 08:36:49	jconner@power-lift.com	Bid Notification
ConServ Flag Company	NE	Classification	2020-09-28 08:36:49	conservflag@conservflag.com	Bid Notification
Construction Industry Center	SD	Self Invited	2020-10-14 10:58:54	julie@constructionindustrycenter.com	Bid Answer
Construction Industry Center	SD	Self Invited	2020-10-14 13:29:00	julie@constructionindustrycenter.com	Addendum Notification
Creations Plus	NY	Classification	2020-09-28 08:36:49	bids@econocrafts.com	Bid Notification
Crescent Products Inc.	MN	Classification	2020-09-28 08:36:49	brent@zebramats.com	Bid Notification
Dakota Fence	ND	Classification	2020-09-28 08:36:49	mike@dakotafence.com	Bid Notification
Dynamic Fitness	WI	Classification	2020-09-28 08:36:49	shane@legendfitness.com	Bid Notification
Eastbay, INC	WI	Classification	2020-09-28 08:36:49	frank.white@eastbay.com	Bid Notification
Eastbay, INC	WI	Classification	2020-10-14 10:58:54	frank.white@eastbay.com	Bid Answer
Eastbay, INC	WI	Classification	2020-10-14 13:29:00	frank.white@eastbay.com	Addendum Notification
Eco Works Supply	MN	Classification	2020-09-28 08:36:49	jay@ecoworkssupply.com	Bid Notification
Find Import Corporation	MA	Classification	2020-09-28 08:36:49	vendor@opentip.com	Bid Notification
Fit Supply	TX	Classification	2020-09-28 08:36:49	sales@fitsupply.com	Bid Notification
Flaghouse	NJ	Classification	2020-09-28 08:36:49	john.holt@flaghouse.com	Bid Notification
FlagHouse Inc	NJ	Self Invited	2020-10-14 10:58:54	htannenbaum@flaghouse.com	Bid Answer
FlagHouse Inc	NJ	Self Invited	2020-10-14 13:29:00	htannenbaum@flaghouse.com	Addendum Notification
FlagHouse, Inc	NJ	Classification	2020-09-28 08:36:49	keyaccounts@flaghouse.com	Bid Notification
Flanagan Sales Inc.	MN	Classification	2020-09-28 08:36:49	wecanhelp@flanagansales.com	Bid Notification
FLR Sanders, Inc.	MN	Classification	2020-09-28 08:36:49	sirvine@flrsanders.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2020-09-28 08:36:49	d.stern@gametimesportssystem.com	Bid Notification
Gerrells Sports Center	ND	Classification	2020-09-28 08:36:49	gerrells@gerrells.net	Bid Notification
Gerrells Sports Center	ND	Classification	2020-10-14 10:58:54	gerrells@gerrells.net	Bid Answer
Gerrells Sports Center	ND	Classification	2020-10-14 13:29:00	gerrells@gerrells.net	Addendum Notification
Gilman Gear	CT	Classification	2020-09-28 08:36:49	admin@gilmangear.com	Bid Notification
Gilman Gear	CT	Classification	2020-10-14 10:58:54	admin@gilmangear.com	Bid Answer
Gilman Gear	CT	Classification	2020-10-14 13:29:00	admin@gilmangear.com	Addendum Notification
H&B Specialized Products, Inc.	MN	Classification	2020-09-28 08:36:49	janderson@hbsponline.com	Bid Notification
H&B Specialized Products, Inc.	MN	Classification	2020-10-14 10:58:54	janderson@hbsponline.com	Bid Answer
H&B Specialized Products, Inc.	MN	Classification	2020-10-14 13:29:00	janderson@hbsponline.com	Addendum Notification
Haldeman Homme	MN	Classification	2020-09-28 08:36:49	pfedje@andersonladd.com	Bid Notification
Haldeman Homme	MN	Classification	2020-09-28 08:36:49	srivard@andersonladd.com	Bid Notification
Heartland Chenille & Embroidery	MO	Classification	2020-09-28 08:36:49	stan@dscando.com	Bid Notification
Johnson Health Tech North America, Inc	WI	Classification	2020-09-28 08:36:49	matt.kehoe@matrixfitness.com	Bid Notification
KORNEY BOARD AIDS	TX	Classification	2020-09-28 08:36:49	info@KBACOACH.COM	Bid Notification
Medco Supply	NY	Self Invited	2020-10-14 10:58:54	medcosalessupport@medcosupply.com	Bid Answer
Medco Supply	NY	Self Invited	2020-10-14 13:29:00	medcosalessupport@medcosupply.com	Addendum Notification
MedexSupply Distributors Inc	NY	Classification	2020-09-28 08:36:49	gov@medexsupply.com	Bid Notification
MFAC, LLC	RI	Classification	2020-09-28 08:36:49	mfathletic@mfathletic.com	Bid Notification
N.G.E. Inc.	IA	Classification	2020-09-28 08:36:49	tony@mathoist.com	Bid Notification
Nasco	WI	Classification	2020-09-28 08:36:49	quotes@enasco.com	Bid Notification
Nasco	WI	Classification	2020-10-14 10:58:54	quotes@enasco.com	Bid Answer
Nasco	WI	Classification	2020-10-14 13:29:00	quotes@enasco.com	Addendum Notification

Nasco Education LLC	WI	Classification	2020-09-28 08:36:49	quotes@enasco.com	Bid Notification
North America Procurement Council	CO	Self Invited	2020-10-14 10:58:54	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2020-10-14 13:29:00	sourcemanagement@napc.me	Addendum Notification
Oates Specialties LLC	TX	Classification	2020-09-28 08:36:49	Robert@OatesSpecialties.com	Bid Notification
Oates Specialties LLC	TX	Classification	2020-10-14 10:58:54	Robert@OatesSpecialties.com	Bid Answer
Oates Specialties LLC	TX	Classification	2020-10-14 13:29:00	Robert@OatesSpecialties.com	Addendum Notification
Onvia	WA	Self Invited	2020-10-14 10:58:54	sourcemanagement2@onvia.com	Bid Answer
Onvia	WA	Self Invited	2020-10-14 13:29:00	sourcemanagement2@onvia.com	Addendum Notification
Orthotech Sports Medical Equipment, Inc.	IL	Classification	2020-09-28 08:36:49	tomjohnston@orthotechsports.com	Bid Notification
Orthotech Sports Medical Equipment, Inc.	IL	Classification	2020-10-14 10:58:54	tomjohnston@orthotechsports.com	Bid Answer
Orthotech Sports Medical Equipment, Inc.	IL	Classification	2020-10-14 13:29:00	tomjohnston@orthotechsports.com	Addendum Notification
Palos Sports, Inc.	IL	Classification	2020-09-28 08:36:49	agallagher@palosports.com	Bid Notification
Partac Peat Corporation	NJ	Self Invited	2020-10-14 10:58:54	denise@partac.com	Bid Answer
Partac Peat Corporation	NJ	Self Invited	2020-10-14 13:29:00	denise@partac.com	Addendum Notification
Patterson Medical Supply, Inc	NY	Classification	2020-09-28 08:36:49	Medcosalessupport@medcosupply.com	Bid Notification
Practice Sports, Inc.	NE	Classification	2020-09-28 08:36:49	chad@practicesports.com	Bid Notification
PRO TUFF DECALS	IL	Classification	2020-09-28 08:36:49	ken@protuffdecals.com	Bid Notification
Professional Track and Tennis Inc	NE	Classification	2020-09-28 08:36:49	dillon@protrackandtennis.com	Bid Notification
Promaxima Mfg. Ltd.	TX	Classification	2020-09-28 08:36:49	order@promaxima.com	Bid Notification
Promaxima Mfg. Ltd.	TX	Classification	2020-10-14 10:58:54	order@promaxima.com	Bid Answer
Promaxima Mfg. Ltd.	TX	Classification	2020-10-14 13:29:00	order@promaxima.com	Addendum Notification
Push Pedal Pull	SD	Classification	2020-09-28 08:36:49	jostby@pushpedalpull.com	Bid Notification
PUSH PEDAL PULL	SD	Classification	2020-09-28 08:36:49	tpedersen@pushpedalpull.com	Bid Notification
PUSH PEDAL PULL	SD	Classification	2020-10-14 10:58:54	tpedersen@pushpedalpull.com	Bid Answer
PUSH PEDAL PULL	SD	Classification	2020-10-14 13:29:00	tpedersen@pushpedalpull.com	Addendum Notification
Pyramid Paper Company	FL	Classification	2020-09-28 08:36:49	biddept@pyramidsp.com	Bid Notification
Pyramid Paper Company	FL	Classification	2020-10-14 10:58:54	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2020-10-14 13:29:00	biddept@pyramidsp.com	Addendum Notification
Rocky Mountain Recreation LLC	ID	Classification	2020-09-28 08:36:49	rockymountainrecreationllc@gmail.com	Bid Notification
Rogers Athletic Company	MI	Classification	2020-09-28 08:36:49	mcarmack@rogersathletic.com	Bid Notification
Royal Media Network	MD	Classification	2020-09-28 08:36:49	jojo@royalimagingolutions.com,eddie@royalimagingolutions.com,kristofferson@royalimagingolutions.com,Evado@royalimagingolutions.com,andrei.r@royalimagingolutions.com,john.rick@royalimagingolutions.com,renz@royalimagingolutions.com,arish@royalimagingolutions.com	Bid Notification
Royal Media Network	MD	Classification	2020-10-14 10:58:54	jojo@royalimagingolutions.com,eddie@royalimagingolutions.com,kristofferson@royalimagingolutions.com,Evado@royalimagingolutions.com,andrei.r@royalimagingolutions.com,john.rick@royalimagingolutions.com,renz@royalimagingolutions.com,arish@royalimagingolutions.com	Bid Answer
Royal Media Network	MD	Classification	2020-10-14 13:29:00	jojo@royalimagingolutions.com,eddie@royalimagingolutions.com,kristofferson@royalimagingolutions.com,Evado@royalimagingolutions.com,andrei.r@royalimagingolutions.com,john.rick@royalimagingolutions.com,renz@royalimagingolutions.com,arish@royalimagingolutions.com	Addendum Notification
SA Sport	TX	Classification	2020-09-28 08:36:49	kbates@sasportusa.com	Bid Notification
SCHOOL HEALTH CORP	IL	Classification	2020-09-28 08:36:49	bids@schoolhealth.com	Bid Notification
SCHOOL HEALTH CORP	IL	Classification	2020-10-14 10:58:54	bids@schoolhealth.com	Bid Answer
SCHOOL HEALTH CORP	IL	Classification	2020-10-14 13:29:00	bids@schoolhealth.com	Addendum Notification
School Specialty	WI	Classification	2020-09-28 08:36:49	bidnotices@schoolspecialty.com	Bid Notification
School Specialty	WI	Classification	2020-10-14 10:58:54	bidnotices@schoolspecialty.com	Bid Answer
School Specialty	WI	Classification	2020-10-14 13:29:00	bidnotices@schoolspecialty.com	Addendum Notification
School-Tech, Inc	MI	Classification	2020-09-28 08:36:49	bschallhorn@school-tech.com	Bid Notification
SCR Holding Inc	TX	Classification	2020-09-28 08:36:49	sales@wfathleticsupply.com	Bid Notification
SNA Sports Group	MI	Classification	2020-09-28 08:36:49	info@snsportsgroup.com	Bid Notification
SNA Sports Group	MI	Classification	2020-10-14 10:58:54	info@snsportsgroup.com	Bid Answer

SNA Sports Group	MI	Classification	2020-10-14 13:29:00	info@snastrightsgroup.com	Addendum Notification
Southern Minnesota Inspection Co	MN	Classification	2020-09-28 08:36:49	cplonske@southernminnesotainspection.com	Bid Notification
Southern Minnesota Inspection Co	MN	Classification	2020-10-14 10:58:54	cplonske@southernminnesotainspection.com	Bid Answer
Southern Minnesota Inspection Co	MN	Classification	2020-10-14 13:29:00	cplonske@southernminnesotainspection.com	Addendum Notification
Sport Resource Group	MN	Classification	2020-09-28 08:36:49	chris@sportresourcegroup.com	Bid Notification
Sport Resource Group	MN	Classification	2020-10-14 10:58:54	chris@sportresourcegroup.com	Bid Answer
Sport Resource Group	MN	Classification	2020-10-14 13:29:00	chris@sportresourcegroup.com	Addendum Notification
Sportdecals, Inc.	IL	Classification	2020-09-28 08:36:49	lvetter@sportdecals.com	Bid Notification
Tennis Express	TX	Classification	2020-09-28 08:36:49	team@TennisExpress.com	Bid Notification
The J Paul Company	TX	Classification	2020-09-28 08:36:49	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN	Classification	2020-09-28 08:36:49	bids@gophersport.com	Bid Notification
The Prophet Corporation	MN	Classification	2020-10-14 10:58:54	bids@gophersport.com	Bid Answer
The Prophet Corporation	MN	Classification	2020-10-14 13:29:00	bids@gophersport.com	Addendum Notification
Toledo Physical Education Supply	OH	Classification	2020-09-28 08:36:49	dmetzger@tpesonline.com	Bid Notification
Toledo Physical Education Supply	OH	Classification	2020-10-14 10:58:54	dmetzger@tpesonline.com	Bid Answer
Toledo Physical Education Supply	OH	Classification	2020-10-14 13:29:00	dmetzger@tpesonline.com	Addendum Notification
Tutt Construction	MT	Classification	2020-09-28 08:36:49	jaredtutt@gmail.com	Bid Notification
Upper Midwest Athletic Construction, Inc	MN	Classification	2020-09-28 08:36:49	eric@umathleticconstruction.com	Bid Notification
Vigil Companies, Ltd	MN	Classification	2020-09-28 08:36:49	lizzu@bokoobikes.com	Bid Notification
W.L. Collins Corp., LLC.	MA	Classification	2020-09-28 08:36:49	brendan.sweed@collinssports.com	Bid Notification
Western Services LLC	WY	Classification	2020-09-28 08:36:49	doug_westernservices@vcn.com	Bid Notification

Access Report

Agency Cooperative Purchasing Connection
Bid Number 21.7
Bid Title Athletic Equipment and Wall Mats

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2020-09-29 04:57 AM CDT	2020-09-29 04:57 AM CDT		
Medco Supply	2020-09-28 01:07 PM CDT	2020-10-15 07:38 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Pyramid Paper Company	2020-09-28 10:09 AM CDT	2020-10-14 01:19 PM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Promaxima Mfg. Ltd.	2020-09-28 11:15 AM CDT	2020-10-19 02:04 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Nasco	2020-09-28 02:14 PM CDT	2020-10-08 02:39 PM CDT	RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf RFP #21.7 - Pricing Schedule.xlsx	
North America Procurement Council	2020-09-30 03:54 AM CDT	2020-10-16 03:39 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
BSN Sports & US Games	2020-09-28 10:03 AM CDT	2020-10-14 01:40 PM CDT	RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
SCHOOL HEALTH CORP	2020-09-28 01:37 PM CDT	2020-10-27 09:15 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Brigadoon Fitness	2020-09-28 01:54 PM CDT	2020-09-28 01:54 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
PUSH PEDAL PULL	2020-09-28 09:40 AM CDT	2020-09-28 09:40 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
FlagHouse Inc	2020-10-01 07:30 AM CDT	2020-10-01 07:31 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Nasco Education LLC	2020-10-22 12:41 PM CDT	2020-10-22 12:43 PM CDT		
H2I Group	2020-10-19 02:38 PM CDT	2020-10-26 08:27 AM CDT	RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - Pricing Schedule.xlsx	
The Prophet Corporation	2020-09-28 10:08 AM CDT	2020-10-14 02:37 PM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Onvia	2020-09-28 01:46 PM CDT	2020-10-28 04:03 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
School Specialty	2020-09-28 01:41 PM CDT	2020-09-28 01:41 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Construction Industry Center	2020-10-07 03:30 PM CDT	2020-10-14 04:16 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Oates Specialties LLC	2020-09-28 04:50 PM CDT	2020-09-28 04:50 PM CDT		
SNA Sports Group	2020-09-28 09:41 AM CDT	2020-10-15 12:31 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Royal Media Network	2020-09-28 09:50 AM CDT	2020-10-22 10:43 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf RFP #21.7 - Pricing Schedule.xlsx	
Southern Minnesota Inspection Co	2020-09-28 09:46 AM CDT	2020-09-28 09:49 AM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
2nd Wind Exercise Equipment Inc	2020-09-28 09:42 AM CDT	2020-09-28 09:42 AM CDT		
Dodge Data & Analytics	2020-09-28 08:14 PM CDT	2020-10-28 02:16 AM CDT		

Toledo Physical Education Supply	2020-09-29 03:04 PM CDT	2020-09-29 03:04 PM CDT	RFP #21.7 - Pricing Schedule.xlsx	
Gilman Gear	2020-09-28 10:19 AM CDT	2020-10-14 03:21 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf RFP #21.7 - Pricing Schedule.xlsx	
Sport Resource Group	2020-09-28 09:39 AM CDT	2020-09-28 09:40 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Gerrells Sports Center	2020-09-28 04:40 PM CDT	2020-09-28 04:41 PM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Partac Peat Corporation	2020-10-13 09:34 AM CDT	2020-10-13 09:36 AM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
H&B Specialized Products, Inc.	2020-09-28 10:37 AM CDT	2020-10-27 07:03 AM CDT	RFP #21.7 - Vendor Forms & Signatures.pdf RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf	2020-10-27 07:03 AM CDT
Eastbay, INC	2020-09-28 02:27 PM CDT	2020-09-28 02:28 PM CDT	RFP #21.7 - Pricing Schedule.xlsx	
Bill Fritz Sports Corporation	2020-09-29 08:42 AM CDT	2020-10-21 08:47 AM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Vendor Questionnaire.docx RFP #21.7 - General Terms and Conditions.pdf RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf	
RIDDELL	2020-10-22 08:06 AM CDT	2020-10-22 08:06 AM CDT	RFP #21.7 - Pricing Schedule.xlsx	
Clarke Distributing Company	2020-09-30 09:14 AM CDT	2020-09-30 09:15 AM CDT	RFP #21.7 - Pricing Schedule.xlsx RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
Orthotech Sports Medical	2020-09-28 09:38 AM CDT	2020-09-28 09:38 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats.pdf	
AAE	2020-10-08 10:39 AM CDT	2020-10-15 07:20 AM CDT	RFP #21.7 - Athletic Equipment & Wall Mats_Amended10.14.2020.pdf RFP #21.7 - Athletic Equipment & Wall Mats.pdf RFP #21.7 - Pricing Schedule.xlsx	

Opening Record

RFP #21.7 - Athletic Equipment & Wall Mats

October 27, 2020

10:03 AM CT

Request for Proposal

Date

Time

DocuSigned by:
Mary Juliot
6719FAFF8E18498...

DocuSigned by:
Lisa Truax
9AB8C86EB0B9422...

Mary Juliot, Marketing & Design Specialist

Lisa Truax, Procurement Solutions Coordinator

Company Responding	H & B Specialized Products	[Vendor B]	[Vendor C]
Copy of Bid Bond - \$5,000 <i>Yes/No</i>	Yes		
Certificate of Insurance <i>Yes/No</i>	Yes		
Pricing Schedule <i>Yes/No</i>	Yes		
Vendor Forms & Signatures <i>Yes/No</i>	Yes		
Vendor Questionnaire <i>Yes/No</i>	Yes		
Exhibit A - Marketing Plan <i>Yes/No</i>	Yes		
Exhibit B - Letter/Line of Credit <i>Yes/No</i>	Yes		
Exhibit C - State(s) Contractor's License <i>Yes/No</i>	Yes		
Exhibit D - Wall Mat Specifications <i>Yes/No</i>	Yes		
Business Type Certificate <i>If applicable, submit as PDF</i>	N/A		
Catalogs/Other	N/A		
Qualified Respondent <i>Yes/No</i>	Yes		

Cooperative Purchasing Connection
Tabulation Report RFP #21.7 - Athletic Equipment and
Wall Mats
Vendor: H&B Specialized Products, Inc.

General Comments:

General Attachments: Bid Bond - H-B Specialized Products, Inc..pdf *Confidential, on file with CPC.
Certificate of Insurance - H-B Specialized Products, Inc..pdf
Exhibit A - Marketing Plan - H-B Specialized Products Inc.pdf
Exhibit B - Letter of Credit - H-B Specialized Products, Inc..pdf *Confidential, on file with CPC.
Exhibit C - State Contractor Licenses - H-B Specialized Products, Inc..pdf
Exhibit D - Wall Mat Specification - H-B Specialized Products, Inc..pdf
Exhibit D - Wall Mat Specification - Performance Sports Systems.pdf
RFP 21.7 - Pricing Schedule - H-B Specialized Products Inc.xlsx *Full Price schedule on file with CPC.
RFP 21.7 - Vendor Forms - Signatures.pdf
RFP 21.7 - Vendor Questionnaire - H-B Specialized Products Inc.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2020

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: Tatevik Kohli	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
E-MAIL ADDRESS: tatevik.kohli@marshmma.com		
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: 1241650056

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	7/1/2020	7/1/2021	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 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	7/1/2020	7/1/2021	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7N733359	7/1/2020	7/1/2021	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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 N	N/A	UB7N732191	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Leased / Rented Equip Employment Practices Liability (Includes 3rd Party)			6307N526322 105634625	7/1/2020 7/1/2020	7/1/2021 7/1/2023	Limit \$115,000 Per Claim / Aggregate \$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

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Vendor Questionnaire

RFP #21.7 – Athletic Equipment & Wall Mats

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 Vendor 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 “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements*](#)

Company Information

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

Company Address: 6560 Edenvale Boulevard

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

Website: www.hbsponline.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	Doug Winkelmann	Doug.winkelmann@hbsponline.com	(608) 408-9162
Customer Service Manager	Shawn Banyai	sbanyai@hbsponline.com	(952) 698-5781
Account Manager(s)	Gary Schultz	gschultz@hbsponline.com	(952) 698-5788

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Jami Anderson	Janderson@hbsponline.com	(952) 698-5780

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Dale Mueller	Dale.mueller@hbsponline.com	(952) 698-5787

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Dale Mueller	Dale.mueller@hbsponline.com	(952) 698-5787

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid 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 Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience (80 points)

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

Hauenstein & Burmeister was founded in 1923 manufacturing ammunition storage and evolved through the years. H&B Specialized Products, a division of Hauenstein & Burmeister, was started in the 1980's with a focus on supplying, installing and servicing educational specialties. Hauenstein & Burmeister was deconsolidated in 2005 with H&B Specialized Products, Inc. becoming its own entity.

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

H&B had New Construction revenue of \$7.9MM in 2018 and \$6.3MM in 2019 and Service revenue of \$1.3MM in both 2018 & 2019. 90% of New Construction work is in the education/municipal market and 99% of Service work is in the education/municipal market. This volume of work, coupled with the snapshot of work currently performed with member agencies in #6, clearly illustrates H&B's viability.

3. Describe your current locations, staffing levels, and the number of staff that will be dedicated to the resulting contract if awarded.

H&B's office and warehouse is located in Eden Prairie. There are 9 office staff including 2 project managers, 3 salespeople, 1 service manager, 1 installation coordinator and 1 controller. There are 6 core installers, 3 dedicated service technicians and an additional 10-15 seasonal installers to assist during the peak summer season. All H&B employees will play a role in servicing the contract and its member agencies.

4. Describe your company's logistics (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 CPC participating agencies.

H&B has accounts with both LTL and Dedicated freight carriers as well as UPS & FedEx for ground shipments. Catalog equipment is effectively drop shipped directly from the manufacturers by either LTL carrier or UPS/FedEx – typical lead time for in stock, catalog items is 5-7 business days ARO. Custom engineered products and solutions are shipped dedicated carrier as installation is typically included – lead time varies with complexity, amount of engineering, quantity, required approvals, etc., but averages 4-5 weeks from release for production. With dedicated shipping orders, H&B performs the offload and staging of the material. H&B does warehouse and inventory common consumable products (i.e. winches, safety straps, cable, pulleys, goals, etc.) for emergency situations, however drop shipping directly from the manufacturer is typical.

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

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.

6. Describe the number of agencies your organization, on average, provides athletic equipment and/or wall mats for each year in the states outline in this solicitation?

Sales of athletic equipment and wall pads averages 100 unique agencies on an annual basis. Service averages another 50-75 unique agencies on an annual basis.

7. Is your organization able to service all areas and eligible agencies as outlined in this solicitation? If no, explain why your organization is not able to service a particular area and/or state.

H&B is able to service the entire service area, however, H&B would partner with PSS Dealer Combined Building to service South Dakota.

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the states outlined in this solicitation?

H&B currently has no other contracts. Performance Sports Systems & Keeper Goals both have contracts with TIPS.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the states outlined in this solicitation.

H&B has no other contracts outside the state outlined. Performance Sports Systems & Keeper Goals both have contracts with TIPS nationwide.

10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Publicly bid projects and agency pricing requests not initiated through CPC would be excluded from this contract. The intent of this contract is to allow member agencies to purchase directly without the need for soliciting bids and quotes or going through the design, bid, build delivery process.

Marketing & Partnership (40 points)

1. Describe how your company markets directly to potential customers.

Given the current pandemic, H&B has utilized email blasts and direct phoning to market to our customer base. In a typical year, these strategies are supplemental to attending trade shows, town meetings, custodial days, in-person sales calls, etc.

2. Describe marketing collateral, sales campaigns, events, conferences (virtual/in-person) attended that have been successful for your organization in the past.

H&B's primary marketing collateral is provided directly by its national manufacturers, however, it does produce its own sell sheets, service flyers and mailers. These are distributed via email typically in advance of a particular time need (i.e. preventive maintenance over the summer months) or product release. H&B, as mentioned above attends Custodial Days, Activities Director, School Business Official, Park & Rec and Town Hall shows. AIA, CSI, University, etc. have been eliminated as there is little to no return on the investment.

3. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support/sample materials as Exhibit A - Marketing Plan.

H&B's marketing plan hinges on cooperation and coordination with CPC. H&B is a lean organization which has built an annual book of business averaging \$10MM across all products and services through grass roots marketing efforts and relationship selling. A large percentage of our business is secured through the public bidding process. As such, H&B's customer base extends beyond CPC's member and potential agencies including general contractors, construction managers and architects. This additional customer base is connected to and offers opportunities from member and potential agencies, however, for the purposes of this RFP, the attached Exhibit A - Marketing Plan focuses solely on servicing member and potential agencies.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

H&B will position this contract as a cost and time saving tool for participating and prospective member agencies.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

All H&B staff will be trained and educated about the contract to ensure constant promotion. CPC will provide assistance and material to aid in the training to ensure a complete understanding of the contract as well as the benefits to participating agencies. From a kickoff meeting with CPC staff and resources to promoting CPC while calling on a member or potential agency, promotion is paramount. All staff at H&B need to understand the contract and that constant promotion is needed to make it successful.

Financials & Level of Support (15 points)

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

- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

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

With the 2% CPC fee, the pricing is essentially the same as pricing direct without CPC and the 2% fee.

2. 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.

3. 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.

Warranty (20 points)

1. 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 provides scheduled maintenance if desired and is able to rectify any product issues. A member agency can phone or email H&B's Salesperson or the Service Department directly. With 3 dedicated service technicians, H&B is able to respond in a timely fashion - in many instances, the same day (assuming a replacement product is immediately available).

2. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure. Describe warranty coverage, restrictions/limitations, and any possible travel expenses.

All products listed in the Pricing Schedule have their own warranty period covering replacement for failures in manufacturing or workmanship. All warranties cover product repair or replacement only. Shipping, labor cost (unless approved by manufacturer) and per diem are excluded. H&B offers a Service Warranty

Industry Specific Information (100 points)

1. Provide a narrative description of the products and services you are offering in your proposal.

H&B is providing non-consumable athletic equipment, installation and service. The products and services included in H&B's proposal are designed for multi-sport play and training including basketball, volleyball, football, soccer, lacrosse, futsal, baseball and physical education. Aside from stock items used for service and repair, these products and services are a one-time purchase with a multi-year expected lifespan.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.

H&B offers industry experience unmatched in this market. H&B's sales team offers a consultative, pressure free process designed to provide solutions, especially those the competition is unwilling to solve. H&B also provides the most comprehensive and knowledgeable service staff outfitted with three mobile parts vans with a specific aim to fix, repair or replace as quickly and cost effectively as possible. No one else in the industry is capable of 911 or same day service or offers as comprehensive preventative maintenance not only for athletic equipment, but also for bleachers and operable partitions.

Performance Sports Systems is an industry leader in providing safe gym equipment through its Orange Zone Maintenance & Safety Program which trains and certifies Dealer (H&B) installers in the process of evaluating equipment conditions to identify any issues that may be of concern to the user. H&B is Orange Zone Certified in MN, WI & ND.

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

Using an actual order as an example: 1) H&B is connected to the member agency (in this instance it was an inquiry for wall pads in two wrestling rooms meeting NFPA 286 as a result of a write up by the Fire Marshal), 2) H&B salesperson emailed member agency to discuss options and address the member agency's inquiry of using wrestling mats for wall padding: [Hi Nick](#) –

Thank you for contacting H&B for your wrestling room wall pad needs. I'm sorry to hear you were written up by the Fire Marshal, but given the new code it was inevitable.

I have seen applications where old wrestling mats have been used as wall padding, but I've never been involved in the installation. My concerns would be possible shrinking of the mats over time, aesthetics and lasting adhesion to the wall/substrate. The attached photos of White Bear Lake HS show delamination at the columns and corners as well as "wavy" tops and bottoms). Standard wall pads, in my opinion, look cleaner and allow for replacement of a single panel in the event of damage.

NFPA 286 wall pads run about \$200 per pad installed if purchased through CPC (freight and quantity cause the actual price to vary a bit). Logo pads ADD \$100 per pad (full color, requires hi-res digital artwork). If you're in need of a firm quote, forward the room dimensions and some photos, or I'd be happy to stop up and measure if needed. I wouldn't be able to stop in until late next week or early the week of June 10.

I've attached photos of some recent installs for reference or feel free to stop down at New York Mills as we replaced theirs in 2017.

Feel free to phone or email and let me know how I can help.

3) H&B salesperson traveled 2 hours each way to member agency facility to measure the rooms at no charge, 3) Upon seeing the space, H&B salesperson recommended column pads to cover vertical pipes, 4) H&B salesperson provided a guaranteed price for material only with separate ADDs for removal of existing pads, installation and logos: [Hi Nick](#) –

I apologize for the delay, but my manufacturer took a bit longer than I thought.

Please see attached for pricing of each room separately, both rooms combined and a separate ADD for H&B to demo both rooms (same time as the install of the new). I allowed for toggle anchors in the Lower Room and priced with LTL freight where I'd need you staff to offload and hold until we could be onsite to install (there's a \$300 add to go to dedicated freight with a set drop time if preferred).

Please review and phone or email with any questions or if there's anything else I can do to help.

5) H&B provided three different logo renderings prior to receiving an order, 6) Member agency placed an order late (early September): [Hi Nick](#),

No worries! I was going to remind you once school got going again. Forward it when you can and I'll get it processed asap. We'll have to get creative on scheduling knowing the foam lead time is currently running about 6 weeks.

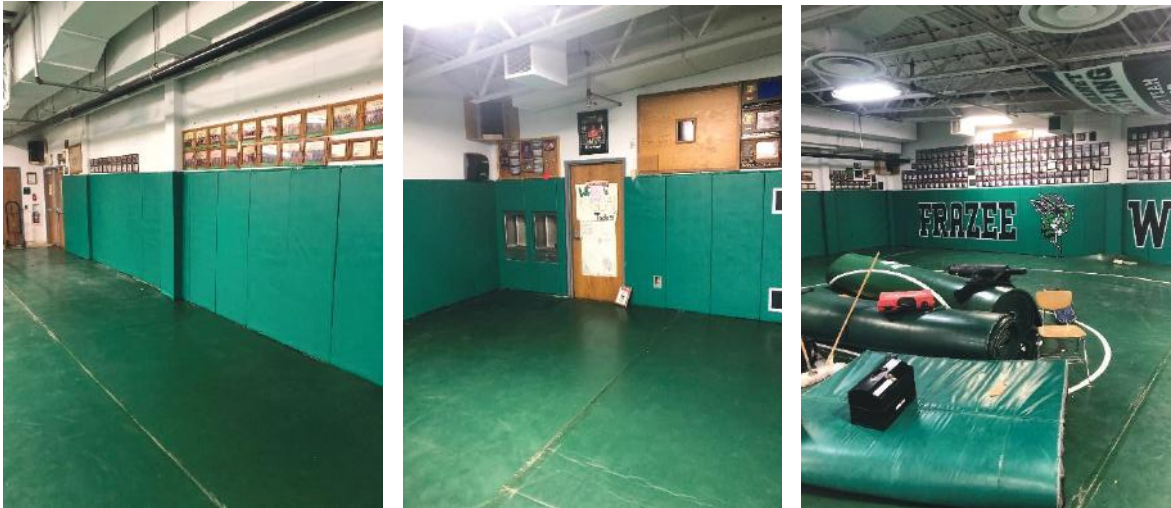
7) H&B coordinated the work with the member agency: [Hi Nick](#) –

The plan would be to demo the Lower room first begging the week of October 28 and complete the install of the new pads in the Lower room in time for the start of wrestling. We'd then move to the Upper room. All of this is dependent on confirmation my manufacturer can get the pads there on time. If not, we'll have to look at a plan B.

Part of getting the pads there in time hinges on getting the logos approved. If we could get some help with the demo I'm fine with eating the extra cost for the logos sent yesterday. The total we'd bill would be \$39,950.

Let me know if this works for you and if the logos are what you and your coaches have in mind or if you'd like to see any changes.

8) H&B completed the work in time for wrestling as promised.



4. Describe your proposed order process (from start to finish) for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Once an order is received, it is entered into H&B's Timberline order processing and project management program. Digital and physical project files are also created to record, manage and coordinate the order. Finally, the order is added to H&B's digital Project Schedule which is used to manage the flow from order reception to project closeout:

- H&B ONSITE DATE
- MANUF. EST SHIP DATE
- REQUESTED INSTALL DATE
- RELEASE FOR FAB. DATE
- STATUS JOB #
- VENDOR NUMBER
- MAIN MANUF
- JOB NAME
- File Rec'd
- MAIN MAT PO
- ADDT'L MAT PO
- SUBMITTAL RECEIVED
- SUBMITTAL SENT TO ARCH, GC, OWNER
- SUBMITTAL RETURNED FROM ARCH, GC, OWNER
- APPROVAL STATUS
- FIELD CHECK DATE
- NOTES
- GC Site Contact
- H&B Installer
- Bid Install Hrs
- Contracts Sent Out

BOND REQUESTED
BOND NUMBER"
WARRANTY SENT
G706 & G706A SENT
G704 SENT
G707 REQS'D
G707 REC'D
G707 SENT
1C-134 SENT
ALL CLOSEOUTS COMPLETE
DATE JOB CLOSED

H&B would utilize Combined Building to service SD. All orders in SD would be processed though Combined Building at the per the pricing schedule and would remit to H&B the 2% CPC fee to be included in H&B's quarterly reporting.

5. 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 net 30 once all work is complete and allows for payment via check only.

6. Describe your delivery policy and lead time required from an agency placing an order to receipt of delivery.

As evidenced above, the member agency has the option of LTL freight requiring offload and temp storage by its staff or paying an added fee for dedicated freight with offload by H&B's installers (assuming installation is included in the order). In stock items ship on Fridays and are typically shipped via UPS or FedEx with a 2-3 business lead time. Manufactured orders vary in lead time, and as a result, scheduling and lead times are discussed during pricing and prior to an order being placed.

7. Describe in detail your proposed exchange and return program(s) and policy(s).

Stock items are returnable/exchangeable provided they are returned in as new condition and are subject to a 15% restocking fee and shipping. Custom products are non-returnable and are subject to submittal and approval documentation ensuring accuracy. Errors caused by H&B are remedied at no cost to the member agency.

8. Describe the duties of your installation team(s), project roles, and any applicable certifications your installers hold.

All H&B installers and service technicians are factory certified. All installers assist in unload of truck and staging of material for installation. Each project has a lead installer whose responsibility is to coordinate the work with the member agency or its representative and any additional trades impacting H&B's scope of work. The lead installer is also responsible for directing work to the other crew members relative to the manufacturer's installation instructions and check lists and coordinating the delivery and pickup of the lift (when applicable). Each install crew also consists of floor assemblers and installers and one installer designated as the layout and lift driver (when applicable).

9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

H&B offers industry leading expertise both in product and solution knowledge as well as installation. There is no upfront cost to a member agency to seek solutions and pricing from H&B including referring a member agency to a different solution provider should H&B be unable to meet the agency's needs. H&B's installers are instrumental in making unique and custom solutions come to completion safely and professionally. H&B treats all customers equally, whether a purchase is made through a contract or not with the belief that, upon order completion, every customer should feel they received the best value, quality product and service possible.

Although not specifically exclusive to CPC and the contract, H&B offers private labeled wall padding featuring 16 oz. vinyl in lieu of the national manufacturer's 14 oz. These pads are not available for publicly bid projects.

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

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 easy coordination and reporting.

Exceptions & Deviations (10 points)

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

H&B is not a professional designer or engineer. Member agencies requesting goods and services which require professional design assistance (i.e. code compliance, certified electrical services, etc.) and/or professional engineering assistance shall do so of their own accord.

2. 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

III. Technical Specifications, page 10, C., General, 1. – H&B nor its suppliers maintain a full inventory of all products offered in pricing schedule. Manufacturing lead times apply.

III. Technical Specifications, page 10, C., Equipment & Supplies, 3. – H&B's suppliers prohibit publishing their pricing. Non-custom, inventoried items can be published online with part numbers and the commensurate discount for member agencies, but list prices will not be included.

III. Technical Specifications, pages 10-11, Athletic Equipment – H&B excludes football tackling apparatus and blocking dummies, wrestling mats, hydrations stations, irrigation, and fencing.

III. Technical Specifications, page 12, Pricing, 6. – H&B reserves the right to price differently to member agencies who do not enter into an order with H&B outside the contract.

III. Technical Specifications, page 12, Ordering Methods, 1. – H&B can not accept electronic (i.e. procurement card) payments.

III. Technical Specifications, page 12, Design Layout..., 2. – Plan review, permit and inspection fees are excluded from this response and will be invoiced at cost if applicable.

References (15 points)

Provide three (3) references that have purchased athletic equipment and wall mats from your company within the last two (2) years. References from the CPC's 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 a reference of your company's past work may affect your evaluation.

Reference #1 – Company Name Service/Product Purchased

Rocori School District
Wrestling Room Wall Pads & Moving/Adding a Second Mat Sling to an Existing
Wrestling Mat Hoist

Year of Purchase Reference Contact Phone Email

2019
Brent Neisinger
(320) 685-4909
neisingerb@rocori.k12.mn.us

"For sure"

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

North Dakota State University
Throw Cage Netting
2019
Stevie Keller
(701) 793-0374
stevie.keller@ndsu.edu

"You bet anytime. I hope things are going well."

Reference #3 – Company Name

School District of Monroe

Service/Purchase Purchased	Gym Divider Curtain
Year of Purchase	2019
Reference Contact	Rich Zentner
Phone	(608) 328-7194
Email	richzentner@monroe.k12.wi.us

“Hello Jami, you could definitely use Monroe Schools or myself as a reference. Thanks and have a great day, Rich”

Additional Requirements

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

1. Exhibit A – Marketing Plan – Name of Company

Submit any supplemental materials that outline your marketing plan as outlined in your response above.

A marketing plan would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor’s website.

2. Exhibit B – Letter/Line of Credit – Name of Company

Attach a letter from a business’s chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. “Credit in the low six (6) figures” or “a credit line exceeding six (6) figures”). The Letter/Line of Credit will be deemed “Confidential”. This letter/line of credit is a requirement to help determine the financial stability of the company. Failure to submit a form of financial health may deem your response as non-responsive.

3. Exhibit C - State(s) Contractor’s License - Name of Company

Submit a PDF copy of your contractor’s license allowing you do to construction type work in CPC’s tri-state area.

4. Exhibit D – Wall Mat Specifications – Name of Company

Submit all applicable requirements meeting the technical specifications as required and outlined in the RFP documents for all wall mats being proposed.



MARKETING PLAN: RFP #21.7 – Athletic Equipment & Wall Mats

H&B Specialized Products, Inc. (H&B) is a distributor, installer and service provider which represents national manufacturers of custom athletic equipment and wall padding in the education and municipal markets. H&B's geographic market is largely dictated by the availability of product lines, preferably through exclusive distribution agreements, and consists primarily of Minnesota, Wisconsin, North Dakota and, on a limited basis, South Dakota. Entry in the market is achieved via three methods 1) Competitive pricing through public bidding, 2) Dedicated sales force concentrated on consultative, direct to owner sales, 3) Partnering with a purchasing cooperative with a membership aligned with H&B's market.

H&B Specialized Products' CPC RFP #21.7 – Athletic Equipment & Wall Mats goal is to increase market presence to member and potential agencies with existing products and services. The goal is to grow agency purchasing by 25% (based on a prior four year average of \$200,000/ year). This will be achieved through coordinated marketing strategies designed to educate member agencies to the availability and benefit of purchasing through the contract:

- H&B website promotion of contract with link to CPC website "Why Purchase Through A CPC Contract":

State Contracts:



<https://www.hbsonline.com>

2/3

- Cost Savings
 - Case study comparison of purchasing with/without the contract
 - Convenience
 - Single point of contact
 - Streamlined delivery process (H&B coordinates all aspects of purchase from supplier)
 - Timeliness
 - Eliminate the need for receiving and comparing multiple bids
 - Expertise
 - Purchaser communicates directly with expert salespeople
 - Product knowledge
 - Solution analysis
 - Prior experience
- H&B website to have links to suppliers/manufacturers websites

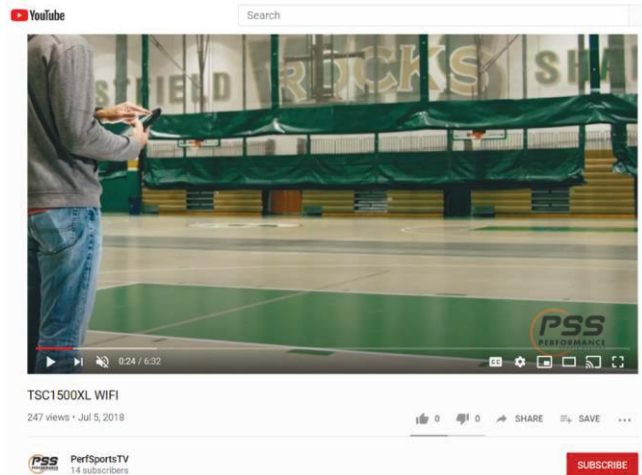
H&B Offers Products By



- H&B to provide supplier/manufacturer literature and collateral as needed



- H&B booth/presence at CPC town hall and vendor events (virtual/hopefully in person)
 - Display CPC flag at booth
 - Label literature with CPC Contract #21.7 sticker
 - Promote CPC purchasing to attendees
- CPC website & social media promoting H&B:
 - Link to H&B/Supplier produced webinars with social media mentions
 - Preventative maintenance & service
 - New products

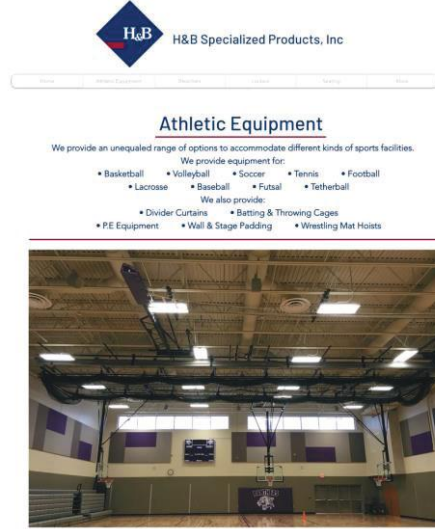


- How to

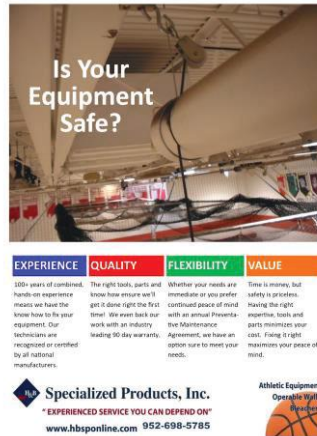


- Add clickable icons of the Contract Categories front and center of the Home Page which link directly to H&B's contract and CPC webpage to better help member and prospective agencies locate the products/services for which it is searching
- Link to H&B's website for actual project/product photos or populate CPC list with

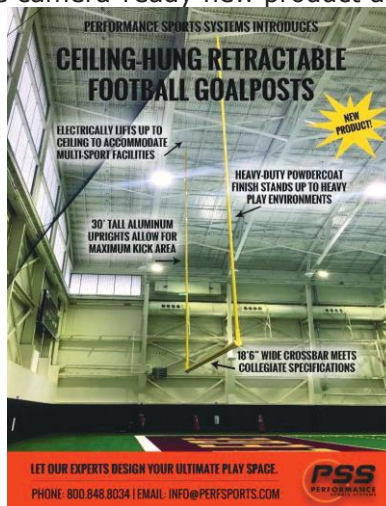
links to photos – pictures are worth a thousand words



- Add Testimonial icon to link to H&B’s website testimonials
 - Video and written testimonials of actual agency purchases/experiences
- CPC Newsletter
 - H&B to provide camera-ready ads



- H&B to provide camera-ready new product ads (when applicable)



- H&B to provide contact information for testimonials
- CPC & H&B booths at various member agency trade shows (virtual/hopefully in person)
- CPC monthly/quarterly email blast promoting all vendors in each of the 12 Categories
 - H&B to provide a camera-ready logo to link to H&B website from the email blast

- H&B to provide a camera-ready ad (as needed)
- H&B email blasts
 - Promotions indicating additional savings purchasing through the contract
 - Seasonal service reminders reminding purchase can be made through the contract
- H&B sales force
 - Dedicated WI salesperson
 - Dedicated service salesperson
 - Consultative expertise
 - Priority is developing and maintaining long term relationships

H&B Specialized Products
6560 Edenvale Boulevard
Eden Prairie, MN 55346
952-374-6110 952-374-6111 fax

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by H&B Specialized Products in this marketing plan is confidential; therefore, reader agrees not to disclose it without the express written permission of H&B Specialized Products.

It is acknowledged by reader that information to be furnished in this marketing plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader, may cause serious harm or damage to H&B Specialized Products.

Upon request, this document is to be immediately returned to H&B Specialized Products.

_____ Signature

_____ Name (typed or printed)

_____ Date

This is a marketing plan. It does not imply an offering of securities.

LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type: **CONTRACTOR**
REGISTRATION Number: **IR651951**

Application No: **287157** Status: **ISSUED**

Expire Date: **12/31/2021** Effect Date: **1/10/2020**

Orig Date: **8/15/2012** Print Date:

Enforcement Action: **NO**

Workplace Experience: **N/A**

Name: **H&B SPECIALIZED PRODUCTS, INC**

Address: **6560 EDENVALE BLVD**
EDEN PRAIRIE , MN 55346

Phone:

A CONTRACTOR REGISTRATION IS NOT A LICENSE!

Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but *it is not intended to provide any level of consumer protection*. To verify the status of licensed residential contractors, remodelers, and roofers, search under the **Residential Contractors** "Discipline" on the license lookup tool

[Another Lookup?](#)

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 33799

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **H&B SPECIALIZED PRODUCTS, INC.** whose address is in EDEN PRAIRIE, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2021, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

H&B SPECIALIZED PRODUCTS, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 12, 2020

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

H&B SPECIALIZED PRODUCTS, INC.

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2021 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 33799

Jami Anderson

From: DOA Wis Build <DOAWisBuild@wisconsin.gov>
Sent: Thursday, April 5, 2018 9:53 AM
Subject: State Building Program Threshold and Bidding Changes

Dear Contractor:

The 2017 Wisconsin Act 237 made numerous changes to project approval thresholds and bidding requirements for state construction projects. In summary, effective April 5, 2018, several approval thresholds, including the threshold for small projects and projects requiring single prime bidding and contracting, have increased to \$300,000.

In addition, effective July 1, 2018, this law creates an exception to single prime contracting for certain construction projects. Under the new law, if 85% or more of the estimated construction cost of a project could be completed by a single trade MEP (mechanical, electrical, plumbing, or fire protection) contractor, the Department may issue a single bid package and contract all work for that construction project directly to a single trade contractor. The State will enter into a single contract for all work with the lowest, qualified, responsible, certified single trade MEP contractor. The changes for single trade contracting take effect for projects advertised for bid after July 1, 2018.

In certain instances, these threshold increases may impact contractor certification levels. Contractors who are currently certified for \$300,000 or more in any division of work may bid on small projects up to the new threshold of \$300,000. Contractors who are currently certified under \$300,000 may only bid on a project up to their current certification level. Beginning July 1, 2018, single trade MEP contractors may bid all work on single trade projects up to their current division of work certification level for that trade. These changes will be automatically updated on WisBuild certification records and should not require any action by the contractor. If you have any questions, please email us at: dfdcertification@wisconsin.gov.

Thank you.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

ELLEN NOWAK
SECRETARY

Division of Facilities Development and
Management
Post Office Box 7866
Madison, WI 53707-7866
Voice (608) 266-2731
Fax (608) 267-2710

April 17, 2018

H&B Specialized Products, Inc.
Attn: Jami Anderson
6560 Edenvale Blvd.
Eden Prairie, MN 55346

Dear Jami:

Thank you for applying for Division of Facilities Development and Management (DFDM) contractor re-certification.

DFDM reviewed your updated application and has issued a re-certification decision.

H&B Specialized Products, Inc. is re-certified to bid in the following division of work up to the following threshold:

<u>Division of Work</u>	<u>Bid Threshold (Per Project)</u>
Other: Small Projects	\$300,000

You are re-certified to bid on projects in the Small Project Program (total project budget of \$300,000 or less).

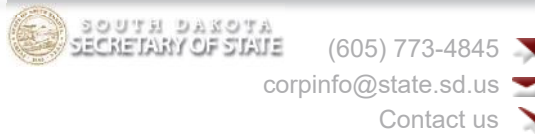
When submitting your bid, please use your company name (H&B Specialized Products, Inc.) as certified. Please do not submit a bid outside of your certified division of work and/or over your certified bid amount threshold (per project) as these bids will be rejected. Your new certification is valid until April 17, 2020. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development and Management

Wisconsin Department of Administration



STEVE BARNETT

Business Services Online > Search For A Business > Business Entity Detail

[Login](#)

Business Entity Detail

Entity details cannot be edited. This detail reflects the current state of the filing in the system.

Return to the [Business Information Search](#).

Available Actions for this Entity:

- [File Annual Report \(after 12/31/2020\) Business Corporation - Foreign](#)
- [Certificate of Good Standing Printer Friendly Version](#)
- [File a Statement of Change](#)
- [Certified Copies Request](#)

Business ID:
FB029469

Name:

Name:
H&B SPECIALIZED PRODUCTS, INC.

Business Type:

Status:

Status:
Good Standing

Initial Filing Date:

Initial Filing Date:
03/21/2005

Formed in:

Formed in:
MINNESOTA

Term of Duration:

Term of Duration:
Perpetual

Next Annual Report Due Date:

Next Annual Report Due Date:
03/01/2021

Inactive Date:

Inactive Date:

Principal Office:

Principal Office:
6560 Edenvale Blvd
Eden Prairie, MN 55346 USA

Mailing Address:

Mailing Address:

6560 Edenvale Boulevard
Eden Prairie, MN 55346 USA

Shares of Stock:

Shares of Stock:

250,000 COMMON \$.01

Registered Agent

Agent Name:

Agent Name:

CORPORATION SERVICE COMPANY

Agent Address:

Agent Physical Address:

503 S PIERRE ST
PIERRE, SD 57501-4522 USA

Agent Mailing Address:

Agent Mailing Address:

PLEASE NOTE: Some historical documents prior to 11/12/2016 may NOT be included in the document link.

Only Certified Copy Requests are guaranteed to show all documents on file.

History

Type	File Date	View All Document Links (Scroll Down)	Detail
2020 Annual Report	01/27/2020	B0128-3700	
Principal Address 1 Changed From: 6560 Edenvale Boulevard To: 6560 Edenvale Blvd			
2019 Annual Report	01/18/2019	B0085-7689	
2018 Annual Report	03/07/2018	B0051-8590	
Principal Address 1 Changed From: 523 SOUTH 8TH STREET To: 6560 Edenvale Boulevard Principal City Changed From: MINNEAPOLIS To: Eden Prairie Principal Postal Code Changed From: 55404-1030 To: 55346			
2017 Annual Report	04/03/2017	B0028-1166	
2016 Annual Report	04/18/2016	*Included in Initial Filing*	
2015 Annual Report	04/22/2015	*Included in Initial Filing*	
2014 Annual Report	02/21/2014	*Included in Initial Filing*	
2013 Annual Report	03/05/2013	*Included in Initial Filing*	
2012 Annual Report	03/20/2012	*Included in Initial Filing*	
2011 Annual Report	03/21/2011	*Included in Initial Filing*	
2010 Annual Report	03/29/2010	*Included in Initial Filing*	
2009 Annual Report	03/30/2009	*Included in Initial Filing*	
Common Amendment	07/14/2008	*Included in Initial Filing*	
2008 Annual Report	03/17/2008	*Included in Initial Filing*	
2007 Annual Report	03/29/2007	*Included in Initial Filing*	
2006 Annual Report	04/20/2006	*Included in Initial Filing*	
Initial Filing	03/21/2005	FB029469	

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[Information Accuracy](#)



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.

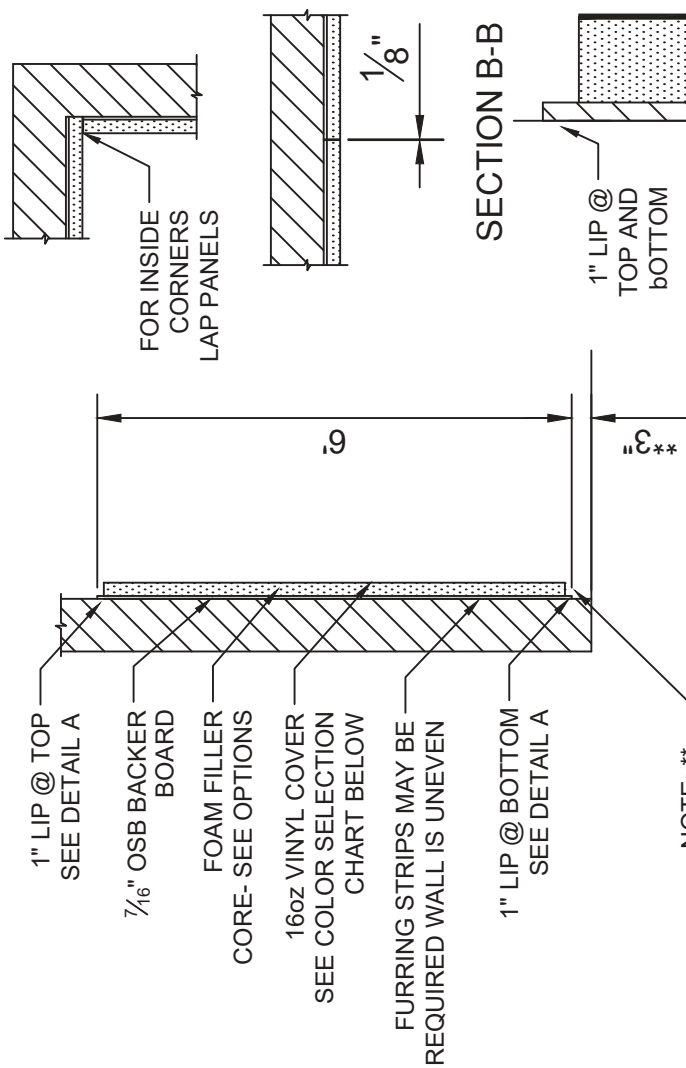
ACCESSORIES

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.



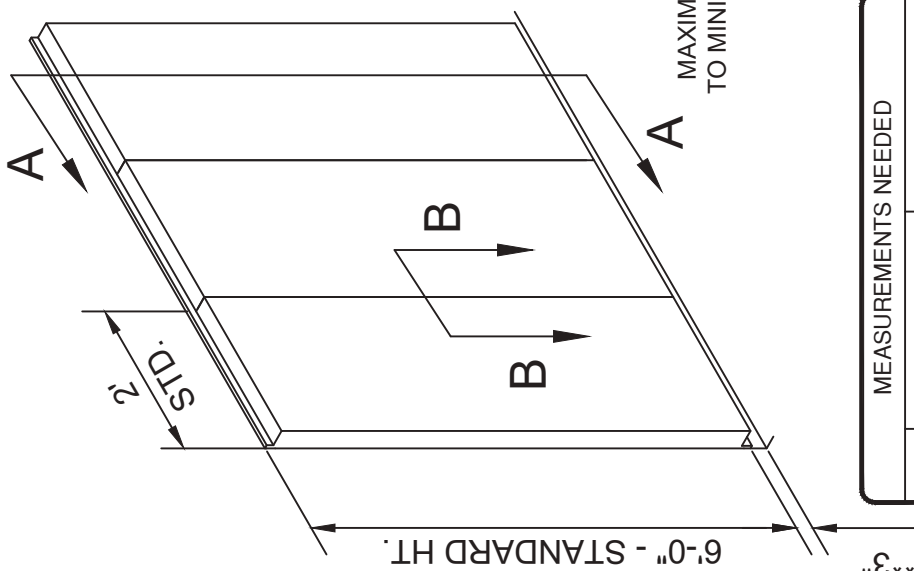
NOTE: **
 MAXIMUM RECOMMENDED DIMENSION
 TO MINIMIZE THE POSSIBILITY OF BODY
 CONTACT WITH WALL

SECTION A-A

SECTION B-B

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 (ORIENTED 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	



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	

DESCRIPTION:

INDOOR WOOD BACKED WALL PAD WITH 1" LIPS TOP & BOTTOM

DATE: 1-14-19

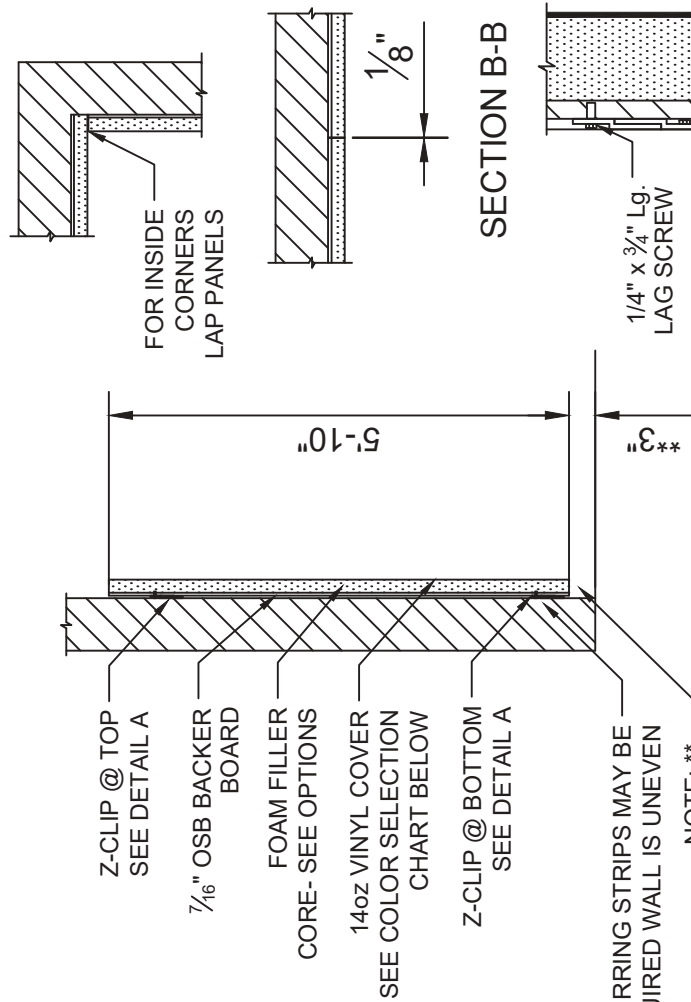
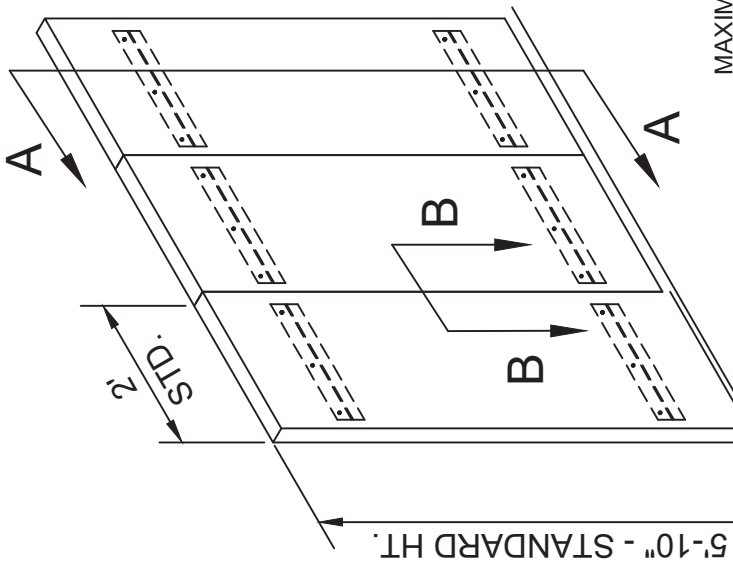
SCALE: NONE

BY: DR

DWG. NO. WPAD-LIP-TB

SHT NO. 1 of 1

H&B Specialized Products, Inc
 6560 Edenvale Blvd, Eden Prairie, MN 55346
 www.hbspnline.com



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

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

14oz. LAMINATED VINYL COLOR SELECTIONS		
SKY BLUE	YELLOW	BLACK
ROYAL BLUE	BEIGE	NAVY
RED	GRAY	KELLY GREEN
WHITE	MAROON	DARK GREEN
ORANGE	PURPLE	.

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 - 7/16" THICK OSB (ORIENTED STRAND BOARD) CUT TO 2'-0" x 5'-10"
 2. FOAM CORE - SEE OPTIONS LISTED ABOVE
 3. VINYL COVER - 14oz 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
 H&B Specialized Products, Inc
 6560 Edenvale Blvd, Eden Prairie, MN 55346
 www.hbspnline.com

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

NO.	DATE	BY	REMARKS	REVISIONS	DRAWN BY:	DR
2						

DATE: 1-14-19

SCALE: NONE

DWG. NO. **WPAD-ZCLIP**

SHT NO. 1 of 1



MODEL 4133

CLASS "A" IMPACT2440FR FIRE RETARDANT WALL PADDING

Wall padding standard size shall be 6' x 2' with 1" 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]. Pads shall be constructed using 2" thick CR SafGuard extra extra firm fire retardant neoprene foam, as manufactured and patented by Chestnut Ridge Foam, Inc. or equal, and meeting ASTM E84 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" oriented strand board.

Cover material shall be 14-ounce polyester laminated vinyl as manufactured by Value Vinyls or equal, 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, maroon, beige, teal and purple.

See model number code chart for specific model number. 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.

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

ACCESSORIES

WALL ATTACHMENT TRIMS AND HARDWARE

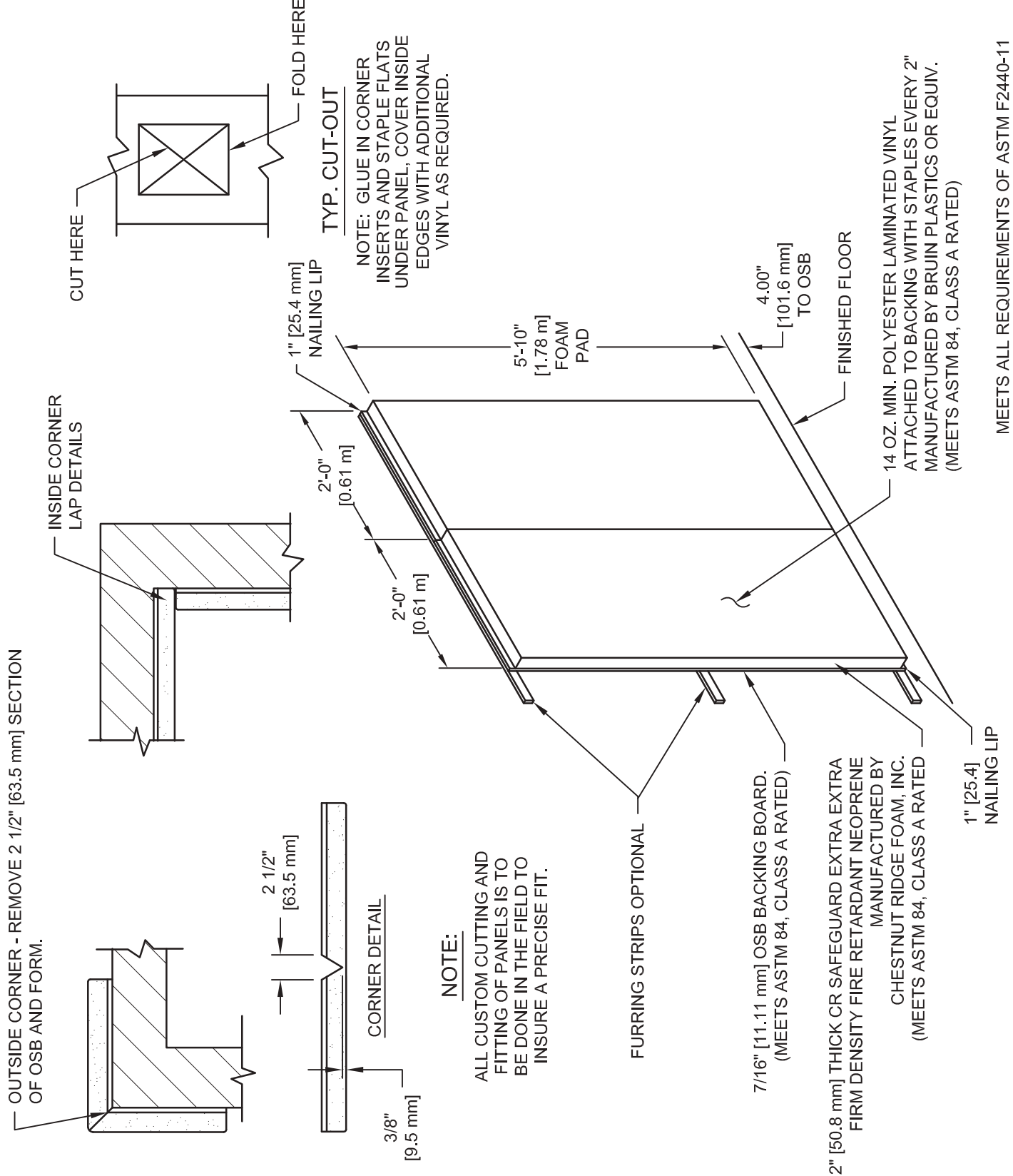
Most wall padding may be attached with special attachment trims and hardware. See the wall padding section in the specification manual.

CERTIFICATIONS:

ASTM E84 Class A Fire Rating

NFPA 286

ASTM F2440-11



REVISION		
REV.	DATE	BY
-	-	-




Gared Holdings, LLC
9200 E. 146th St. Noblesville, IN 46060

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IMPACT2440FR FIRE RETARDANT WALL PADDING

DRAWN	CONNERLEY	DATE	04/17/13	MATERIAL	AS NOTED
APPROVED	CONNERLEY	DATE	04/17/13	FINISH	AS NOTED
FILE LOC. Q:\Final Release\Specifications				DWG. NO.	4133
SIZE	SCALE	SHT. NO.	PART NO.		
A	NOTED	1 OF 1		4133	REV -

1 - Pricing Schedule

*Please note this spreadsheet has multiple workbooks/tabs.

Instructions. Submit below, following the details outlined in the RFP and the intro page of this workbook. **ALL** athletic equipment, wall mats, supplies and accessories that your company offers. The items submitted below must meet the scope and minimum specifications listed in the RFP's Technical Specifications. **Failure to enter ALL products or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.**
****DO NOT** list a percentage discount and note "see attached price list". All items need to be entered in this schedule for ease of evaluation. If your company provides a discount range, enter the minimum discount offered in the category discount column and note any adjustments or increases based on volume in the comments column or use tab 3- Volume Discounts.

This form has been formatted to print to one-page width. 500 rows have been provided, additional rows may be added. Note, this is a required form.

REQUIRED FORM

Responding Company's Name: H&B Specialized Products, Inc.

Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Category Discount	Net Price To Member	FOB-Freight FACTORY - cost will be extra DESTINATION - cost is included in discount	Comments
Wall Pads	NFPA 286 & ASTM F2440 Compliant	H&B	WP-1		SF	\$ 14.00	7%	\$ 13.02	FOB Factory	
Wall Pads	Standard Polyurethane	H&B	WP-2		SF	\$ 6.50	7%	\$ 6.05	FOB Factory	
Wall Pads	ASTM F2440 Compliant	H&B	WP-3		SF	\$ 7.00	7%	\$ 6.51	FOB Factory	
Corner Pads	6"x6"x6" NFPA 286 & ASTM F2440 Compliant	H&B	CP-1		EA	\$ 145.00	7%	\$ 134.85	FOB Factory	
Corner Pads	6"x6"x6" Standard Polyurethane	H&B	CP-2		EA	\$ 90.00	7%	\$ 83.70	FOB Factory	
Corner Pads	6"x6"x6" ASTM F2440 Compliant	H&B	CP-3		EA	\$ 94.00	7%	\$ 87.42	FOB Factory	
Z-Clips	Top and Bottom Wall Attachment Z-Clips	H&B	Z-C		LF	\$ 10.00	7%	\$ 9.30	FOB Factory	
Single Gang Molded Cutout Inserts	Molded Plastic Cutout Inserts For Single Gang - Gray Only	H&B	MPCS		EA	\$ 20.00	7%	\$ 18.60	FOB Factory	
Double Gang Molded Cutout Inserts	Molded Plastic Cutout Inserts For Double Gang - Gray Only	H&B	MPCD		EA	\$ 25.00	7%	\$ 23.25	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Forward Fold/Rear Braced	PSS	3103			\$ 3,500.00	5%	\$ 3,325.00	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Rear Fold/Rear Braced	PSS	3105			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Forward Fold/Front Braced	PSS	3107			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Side Fold/Side Braced	PSS	3109			\$ 2,750.00	5%	\$ 2,612.50	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Stationary/Ceiling Braced	PSS	3111			\$ 2,750.00	5%	\$ 2,612.50	FOB Factory	
Basketball Equipment	Single Post Backstop Series, Stationary/Wall Braced	PSS	3115			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Bent Single Post Backstop Series, Rear Fold/Rear Braced	PSS	3205			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Bent Single Post Backstop Series, Forward Fold/Front Braced	PSS	3207			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Bent Single Post Backstop Series, Side Fold/Side Braced	PSS	3209			\$ 3,200.00	5%	\$ 3,040.00	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 2-3' Extension, Rectangular Board	PSS	2350-2034			\$ 750.00	5%	\$ 712.50	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 2-3' Extension, Rectangular Board for Adjust-A-Goal	PSS	2350-2034A			\$ 1,000.00	5%	\$ 950.00	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 3-4' Extension, Rectangular Board	PSS	2350-3044			\$ 775.00	5%	\$ 736.25	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 3-4' Extension, Rectangular Board for Adjust-A-Goal	PSS	2350-3044A			\$ 1,025.00	5%	\$ 973.75	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 4-6' Extension, Rectangular Board	PSS	2350-4064			\$ 975.00	5%	\$ 926.25	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 4-6' Extension, Rectangular Board for Adjust-A-Goal	PSS	2350-4064A			\$ 1,225.00	5%	\$ 1,163.75	FOB Factory	
Basketball Equipment	Three-Point Wall Mount Series, 6-9' Extension, Rectangular Board	PSS	2350-6094			\$ 1,175.00	5%	\$ 1,116.25	FOB Factory	

2- State Multiplier & Time/Material Rates

*Please note this workbook has multiple tabs.

Instructions. Complete the following schedule for each of the states listed below. Provide your multiplier /factor (wage and transportation) to be applied to the Net Member Price. Complete all information on this form, including all cost actors and service rates for installation, if provided. Failure to enter the required information or changing the format of this REQUIRED FORM will result in your response being deemed non-responsive and will not be considered for evaluation.

Responding Company's Name: **H&B Specialized Products, Inc.**

REQUIRED FORM

Wages - Percentage Added to Catalog						
Project Types	MN Multiplier 0.00%	ND Multiplier .00%	SD Multiplier .00%	WI Multiplier 0.00%	Net Member Price	Notes
Non-Prevailing Wage Project	0%	0%	0%	0%		
Prevailing Wage Project	7%	7%	7%	7%		
Davis Bacon Wage Project	7%	7%	7%	7%		
Product Name	Product Description		Unit of Measure	Standard Rate	Percent Discount	
Labor - Normal Working Hours						
Project Design/Development Consultant	7 a.m. to 5 p.m., M-F	Per Hour				
Tradesman	7 a.m. to 5 p.m., M-F	Per Hour	\$ 80.00	5%	\$ 76.00	N/A
Installer	7 a.m. to 5 p.m., M-F	Per Hour	\$ 75.00	5%	\$ 71.25	
General Laborer	7 a.m. to 5 p.m., M-F	Per Hour	\$ 68.00	5%	\$ 64.60	
Labor - Other Than Normal Working Hours						
Project Design/Development Consultant	Evenings/Weekends	Per Hour				
Tradesman	Evenings/Weekends	Per Hour	\$ 120.00	5%	\$ 114.00	N/A
Installer	Evenings/Weekends	Per Hour	\$ 112.50	5%	\$ 106.88	Time and a Half
General Laborer	Evenings/Weekends	Per Hour	\$ 102.00	5%	\$ 96.90	Time and a Half
Travel, Per Diem & Mileage						
Travel Time - Round Trip	Travel time rate, round trip from home location to worksite.	Per Hour	\$ 75.00	5%	\$ 71.25	6560 Edenvale Blvd, Eden Prairie, MN 55346
Per Diem	Per diem rate - meals and lodging per 24-hour period	Per Day	\$ 150.00	10%	\$ 135.00	6560 Edenvale Blvd, Eden Prairie, MN 55346
Mileage	Mileage rate for company-owned vehicles.	Per Mile	\$ 0.58	0%	\$ 0.58	6560 Edenvale Blvd, Eden Prairie, MN 55346
Other Costs Including Average Overall Discount Offered						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Performance & Payment Bond Cost	The Vendor is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.	\$7.20/\$1,000 up to \$500,000	\$7.20/\$1,000	0%	\$7.20/\$1,000	Acutal Rate - No Discount

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Materials		Per Dollar	\$ 1.00	5%	\$ 0.95	Miscellaneous hardware.
Supplies	Anchors, Hardware, etc.	Per Project	\$ 250.00	10%	\$ 225.00	
Equipment/Tool Rental	Lifts, Core Drills, Augers, etc.	Per Rental	Varies	0%	\$ -	Rental to be invoiced at actual cost.
Extended Warranty					\$ -	To be quoted by manufacturer.
Annual Maintenance Agreements	Visual Inspection, Lubrication, Adjusting, etc. of Basketball Backstops, Gym Divider Curtains, Bleachers, Mat Hoists, Operable Partitions	Per Hour	\$ 175.00	15%	\$ 148.75	Assumes a minimum of (2) items, excludes lift rental (if required), and excludes drive time and per diem (if required).
Tax	Cities & Schools are subject to Use Tax	Percent of Project Cost	Varies by Location	0%	Actual Tax	Tax cannot be discounted.
Factory Engineering/Submittal Drawings	Factory Engineered Field Verification and Production Approval Submittal Drawings	EA	\$ 1,500.00	15%	\$ 1,275.00	

Vendor Forms & Signatures

RFP #21.7 – Athletic Equipment & Wall Mats

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 "***Vendor 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 and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement


Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|----------------------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.



Authorized Signature

10/26/20

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date

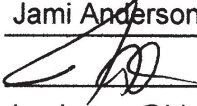
*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor 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: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional 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 the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>H&B Specialized Products, Inc.</u>	Date	<u>10/26/20</u>
Address	<u>6560 Edenvale Boulevard</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@hbsponline.com</u>	Phone	<u>952-698-5780</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, 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. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor 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, Vendor 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 Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is 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.

6. 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.

7. 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). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 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. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, 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 Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	JK
2. Termination for Cause of Convenience	No	JK
3. Equal Employment Opportunity	Yes	JK
4. Davis-Bacon Act	Yes	JK
5. Contract Work Hours and Safety Standards Act	Yes	JK
6. Right to Inventions Made Under a Contract or Agreement	Yes	JK
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JK
8. Debarment and Suspension	Yes	JK
9. Byrd Anti-Lobbying Amendment	Yes	JK
10. Procurement of Recovered Materials	Yes	JK
11. Profit as a Separate Element of Price	Yes	JK
12. General Compliance with Participating Agencies	Yes	JK

H&B Specialized Products, Inc.

Name of Business



Signature of Authorized Representative

Jami Anderson / Vice President

Printed Name/Title

10/26/20

Date

Subcontractor Utilization Form

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

Solicitation Name: RFP #21.7 - Athletic Equipment & Wall Mats

Solicitation Number: RFP #21.7

Vendor Name: H&B Specialized Products, Inc.

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:

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Bid Bond of \$5,000 (Copy)	Submit as PDF
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Pricing Schedule – Name of Company	Submit as an Excel document
X	Vendor Questionnaire – Name of Company	Submit as a PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Exhibit A – Marketing Plan – Name of Company	Submit as a PDF
X	Exhibit B – Letter/Line of Credit – Name of Company	Submit as a PDF
X	Exhibit C – State(s) Contractor's License – Name of Company	Submit as PDF
X	Exhibit D – Wall Mat Specifications – Name of Company <ul style="list-style-type: none"> • Required if proposing Wall Mats. 	Submit as PDF
	Business Type Certificate, if applicable. <ul style="list-style-type: none"> • See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items must be submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents will not be accepted. Double-check your uploaded documents for completion prior to submission.



Authorized Signature

Jami Anderson / Vice President

Printed Name/Title

10/26/20

Date

H&B Specialized Products

[Past Performance/References]

Has the Vendor listed above provided athletic equipment and/or wall mats, or maintenance services for your agency?	Yes	Yes
Person Completing This Survey, include:		
Name	Rich Zentner	Brent Neisinger
Title	Director of Buildings and Grounds School District of Monroe	Director of Buildings and Grounds ROCORI
Agency/Company	richzentner@monroe.k12.wi.us	ISD 750 neisingerb@rocori.k12.mn.us
Email Address	608-328-7194	320.685.4909
Phone Number		
Did the Vendor and their staff meet your agency/company's requested scope of work and work plan?	Yes	Yes
Has the work of the Vendor been consistently thorough, acceptable, and professional?	Yes	Yes
Did the Vendor respond to your agency/company's needs in timely manner?	Yes	Yes
Have or were there any problems with this Vendor's work or conduct?	No	No
Was the attitude of the Vendor and their staff friendly and helpful?	Yes	Yes
Were there any disputes regarding the Vendor's work?	No	No
Would you have for any reason to not contract with this Vendor in the future should you have the opportunity?	No	No
Please rate the Vendor's overall job performance.	5	5
Other Comments.....	It was a pleasure working with them, the only thing was ordering the divider curtain took time, otherwise installation and job performance was excellent. Very professional and work was completed in a timely manner.	Just an overall great experience working with H&B. They are my 'go to' Company for purchasing installing, servicing and general questions on auditorium seating, lockers and nearly anything in a gym/ wrestling room. Truly a performance and customer satisfaction driven Company.

From: [Jami Anderson](#)
To: [Lisa Truax](#)
Subject: RE: RFP #21.7 - Follow Up Questions - H&B Specialized
Date: Wednesday, November 4, 2020 2:20:09 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Lisa –

Please see below for responses (in red). Hopefully this helps clarify, but as always don't hesitate to email or phone my cell with additional questions or the need for more information.

Best Regards,

Jami Anderson
H&B Specialized Products, Inc.
952-412-4427
janderson@hbsponline.com

From: Lisa Truax <ltruax@lcsc.org>
Sent: Wednesday, November 4, 2020 1:31 PM
To: Jami Anderson <janderson@hbsponline.com>
Cc: Lisa Truax <ltruax@lcsc.org>
Subject: RFP #21.7 - Follow Up Questions - H&B Specialized

Hi Jami,
CPC and the evaluation committee have a few follow-up questions about your response to RFP #21.7. Please review and respond via email to the questions below **no later than 1 p.m. CT, Thursday, November 5, 2020.**

Vendor Questionnaire

Qualifications and Experience

1. Question #7 – Please explain how you envision the partnership with the PSS Dealer, Combined Building to service South Dakota will happen. How will they be told or educated on the contract? **H&B is able to administer the contract directly in South Dakota, but Combined Building is PSS's Dealer, and I'm not comfortable taking work from them or confusing their customers. As a result, I feel it's best to allow Combined Building to process and fulfill CPC orders directly without adding any additional cost to member agencies (i.e. commission or spiff to Combined should H&B take the orders). I will facilitate educating Curt Boehmer and his staff on the benefits and requirements of the contract including ensuring the member agencies receive the correct pricing and collecting and remitting the 2% administrative fee. I know this creates a unique situation, but I'm confident a solution can be reached which fits within the auspices of the contract (and ultimately benefits the member agencies).**
2. Question #10 – Please further explain what “agency pricing requests not initiated by

CPC” means. To receive CPC pricing, a member agency is required to request pricing and issue a purchase order through/referencing the contract. H&B is asked to bid to member agencies without referencing or the guarantee of purchasing through the contract. For these requests, H&B reserves the right to price differently than the pricing included in the schedule.

Financials & Level of Support

1. Question #1 – Confirm that the discount offered to CPC's participating agencies is essentially the same you would offer to any other agency. If it is the same, what is the value of the resulting contract? Technically the pricing is less, but the 2% administrative fee results in it essentially being the same as what would be priced to a member agency outside the contract and pricing schedule. Without the 2% fee it would be a 2% savings. H&B’s pricing is very competitive at all times given the competition in the market and my belief that, while I’m in business to make money, member agencies deserve fair pricing while still affording quality products and services.

Industry-Specific Information

1. Question #9 – Please explain why the private label H&B wall padding is not available for publicly bid projects. Are they available through direct buy? If so, what’s the difference in the mode of purchase. H&B can publicly bid projects with the private label padding, but publicly bid projects typically require CAD submittal drawings for approval/review by an architect. Unfortunately, H&B has limited CAD capabilities and resources. Additionally, publicly bid projects typically include other products (i.e. basketball backstops, divider curtains, volleyball equipment, etc.), and it makes sense to include PSS’s wall pads to consolidate freight.

Lisa Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org





Evaluation Committee Report

RFP #21.7 - Athletic Equipment & Wall Mats

Description of Solicitation

CPC issued a Request for Proposal (RFP) for Athletic Equipment and Wall Mats on September 28, 2020. The solicitation intends to secure 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 indoor and outdoor athletic equipment, wall mats, installation, maintenance, and repair services, at consortium level discounted pricing.

The solicitation was due on October 27, 2020. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

The members of the Evaluation Committee were Julia Dangerfield, CPC Program Representative; Lori Mittelstadt, CPC Finance Assistant; and Suzi Ruper, Member Services Coordinator at Northeast Service Cooperative.

During the solicitation process, 81 companies were notified of the RFP opportunity via Public Purchase. 35 of those companies accessed and downloaded the RFP documents via Public Purchase. Only one (1) proposal was received by the submission deadline. The submission was from H&B Specialized Products. H&B Specialized Products proposal was reviewed for compliance with the mandatory requirements set forth in the RFP. The proposal was found to be compliant and deemed responsive.

The Evaluation Committee was able to conduct their technical evaluation the week of November 2, 2020, and the pricing evaluation during the week of November 9, 2020.

Evaluation Scoring Results

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

Evaluation Committee Discussion & Overview

Upon review of the Vendor's responses, the evaluation committee did require clarifications regarding the Vendor's response. The evaluation committee requested clarification on the following topics:

1. How the Vendor envisioned the partnership with the PSS Dealer, Combined Building, who would be servicing South Dakota and how they would be educated on the contract details.
2. To clarify what the Vendor's response "agency pricing requests not initiated by CPC" means.
3. To clarify financials and level of support for the contract.
4. To clarify why the Vendor's private label wall mats were not available for publicly bid projects.

The evaluation committee agreed on the following:

1. The Vendor's qualifications and experience in the athletic and wall mat industry are significant. The Vendor sets a high standard for customer service, logistics, and customer retention.

2. The Vendor can service all athletic equipment and wall mats, providing an ability to service their competitors' equipment which leads to sales and repeat business for the Vendor.
3. The Committee had some concern over the size of the H&B team and the coverage of CPC's service area and beyond (i.e. Wisconsin). The Vendor is willing to partner with a South Dakota dealer to provide coverage across the service area. There is some concern about how that partnership process will work and how they will learn the intricacies of the contract.
4. The Vendor shows support for the contract in their marketing materials, plan, outreach, and will lead with the CPC contract when able. The Vendor has pivoted and adjusted their marketing since the pandemic hit.
5. The Vendor is limited in social media presence; relying on relationships, face-to-face, referrals, etc.
6. The Vendor has a strengthened relationship with building contractors and architects.
7. The Committee had some concern about the contract not having any additional pricing value as it's essentially the same without the administrative fee as to what would be offered to a regular public agency; it seems the only value is the convenience of not having to go out for competitive procurement.
8. The Vendor has a solid warranty plan along with a dedicated service department and technicians providing for quick turn around and response time.
9. The Vendor has a robust order, tracking, installation, and project management system which allows for good customer service and communication with clients and the client knowing where their project is at in the process.
10. The Vendor's knowledge of the industry is impressive, sighting an example of a project installation, logistics, communications, etc.
11. The Vendor completed the pricing form completely and accurately, providing discounts that range from 0% to 7% discount off list price. Of the entire product offering, approximately 25 items have a 0% discount listed.
12. The Vendor's wage/labor rates, mileage, per diem, and travel charges are straightforward and in line with current market rates.
13. The Vendor is offering an additional volume discount of 1% when purchasing over \$15,000 in product.

Recommendation

After a thorough analysis of the Vendor proposals, the Evaluation Committee recommends that the contract be awarded to H&B Specialized Products.

The evaluation committee agreed that H&B Specialized Products met the scope of the solicitation while being able to deliver on all aspects of broad-based product offering at a competitive price, with the ability to provide service, maintenance, and installation services.

DocuSigned by:

Julia Dangerfield

06FEF9942B2A4B5...

Julia Dangerfield, Program Representative
Cooperative Purchasing Connection

DocuSigned by:

Lori Mittelstadt

DD897E94AF8243D...

Lori Mittelstadt, Finance Assistant
Cooperative Purchasing Connection

DocuSigned by:

Suzi Ruper

A07905D14032417...

Suzi Ruper, Member Services Coordinator
Northeast Service Cooperative

DocuSigned by:

Lisa Truax

9AB8C86EB0B9422...

Lisa Truax, Procurement Solutions Coordinator

1 Attachment/Exhibit A
Scoring Spreadsheet

cc: Procurement File

Exhibit A

Master Score Sheet

Criteria	Points
Qualifications & Experience	80
Marketing & Partnership	40
Financials & Level of Support	15
Warranty	20
Industry-Specific Information	100
Exceptions & Deviations	10
References	15
Total Technical Points	280
Proceed to Pricing Evaluation?	Yes/No
Pricing	
Pricing Schedule	140
State Mult. & Time/Material	70
Volume Discounts	10
Total Pricing Points	220
Total Score	500

		H&B Specialized Products
Criteria	Points	Average Points Awarded
Qualifications & Experience	80	72
Marketing & Partnership	40	34
Financials & Level of Support	15	13
Warranty	20	18
Industry-Specific Information	100	88
Exceptions & Deviations	10	7
References	15	9
Total Technical Points	280	242
Proceed to Pricing Evaluation?	Yes/No	Yes
Pricing Proposal		
Pricing Schedule	140	135
State Mult. & Time/Material	70	67
Volume Discounts	10	9
Total Pricing Points	220	210
Total Score	500	452

November 23, 2020

H&B Specialized Products, Inc.
Attn: Jami Anderson, Vice President
6506 Edenvale Boulevard
Eden Prairie, MN 55346

Award Decision, RFP #21.7 - Athletic Equipment & Wall Mats

Dear Jami Anderson:

The Cooperative Purchasing Connection (CPC), using the criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

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

Regards,



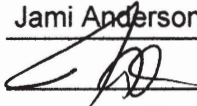
Lisa M. Truax | Procurement Solutions Coordinator
Cooperative Purchasing Connection

Contract Offer & Award

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

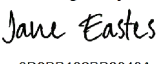
Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional 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 the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>H&B Specialized Products, Inc.</u>	Date	<u>10/26/20</u>
Address	<u>6560 Edenvale Boulevard</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@hbsponline.com</u>	Phone	<u>952-698-5780</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, 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. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<small>DocuSigned by:</small>  <small>6D9BB132BB3040A...</small>		
Name Printed or Typed	<u>Jane Eastes, Executive Deputy Director</u>		
Awarded this	<u>23rd</u>	day of	<u>November, 2020</u>
Contract Number	<u>21.7 - HBS</u>		
Contract to Commence	<u>January 1, 2021</u>		