

## **Bid Checklist**

**Proposal:** RFP 18.4 - Hardwood & Synthetic Flooring (Dakotas)

**Awarded Vendor(s):** FLR Sanders

**Award Date:** 12/12/2018      **Contract Number:** 18.4 - HSF

- Copy of Public Notice/Legal Ad(s)
- Copy Of Release (via Public Purchase)
- Copy of Bid Specifications (includes Q&A, addenda if issued)
- Copy of Closing (via Public Purchase)
- Notification Report
- Access Report (via Public Purchase)
- Opening Record
- Copy of Bids Received
- Evaluation Compilation/Executive Summary
- Copy of Award Letter
- Copy of Rejection Letter
- Copy of Signed Contract(s)
- Board Acceptance of Bid



**Classified Advertising Invoice**

**Bismarck Tribune**  
PO BOX 540  
Waterloo, IA 50704-0540  
888-418-6474

*MAM*

LAKES COUNTRY SERVICE COOP

1001 E MOUNT FAITH  
FERGUS FALLS MN 56537

Customer: 60058870  
Phone: (218) 737-6535  
Date: 11/13/2017

Date	Order #	Type	Order Amt
11/13/17	20914789	INV	108.00

Amount Paid	CK #:
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CREDIT CARD PAYMENT (circle one)



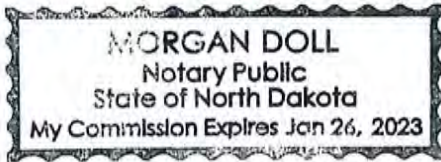
Card #: \_\_\_\_\_  
Exp Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Credit card users: Fax to 319-291-4014

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

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 a credit card payment to remittance address located in the upper right corner. You may also send the coupon to a secure fax at 319-291-4014.

Date	Date	Times Run	Description	Lines	Class Code	Order Amt	Net Amt Due
11/06/17	11/13/17	2	RFP 18.4 - Hardwood & Syntheti Bismarck Tribune PO:Advertisement	27.00	Legals	108.00	108.00

**Affidavit of Publication**  
State of North Dakota ) SS County of Burleigh  
Before me, a Notary Public for the State of North Dakota personally appeared Bill 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: 11/6 + 13. Signed Bill Friday sworn and subscribed to before me this 15th day of November 2017.  
[Signature]  
Notary Public in and for the State of North Dakota



**Notice to Bidders**  
Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its participating service cooperatives covering North Dakota, and South Dakota until: 10:00 a.m. CDT, Thursday, December 7, 2017. Notice is hereby given that proposals will be accepted for RFP 18.4 - Hardwood & Synthetic Flooring (Athletic, Recreational & Auditorium). Conformity with technical specifications, RFP forms, terms of delivery and other conditions shall be imposed. Specifications and forms may be obtained by registering (free) with the Cooperative Purchasing Connection via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Proposals must be submitted/uploaded to Public Purchase prior to 10:00 a.m. CDT on Thursday, December 7, 2017. The Cooperative Purchasing Connection reserves the right to award the contract to one respondent, make multiple awards, or reject any or all proposals. 11/6 & 13 - 20914789

Please return invoice or put order number on check. Thank You.

Remarks	Total Due: 108.00
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**Bismarck Tribune**  
[www.bismarcktribune.com](http://www.bismarcktribune.com)  
PO BOX 540  
Waterloo, IA 50704-0540

Terms: PAYMENT IS DUE UPON RECEIPT OF INVOICE

**AFFIDAVIT OF PUBLICATION**

2562056

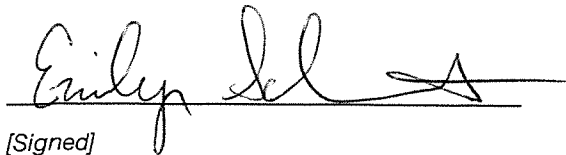
STATE OF NORTH DAKOTA,  
COUNTY OF CASS

**Emily Schnaidt**, *The Forum*, being duly sworn, states as follows:

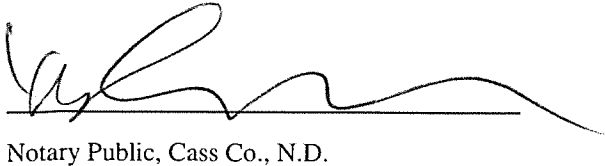
1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.

2. The newspapers listed on the exhibits published the advertisement of: **NOTICE TO BIDDERS**; 2 (two) times: *November 6 & 13, 2017*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

  
[Signed]

Subscribed and sworn to before me this  
13<sup>th</sup> day of November, 2017.

  
Notary Public, Cass Co., N.D.

KRIS ADAMSON  
Notary Public  
State of North Dakota  
My Commission Expires Jan. 6, 2021

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10:00 a.m. CDT, Thursday, December 7, 2017.  
Notice is hereby given that proposals will be accepted for RFP 18.4 - Hardwood & Synthetic Flooring (Athletic, Recreational & Auditorium).  
Conformity with technical specifications, RFP forms, terms of delivery and other conditions shall be imposed. Specifications and forms may be obtained by registering (free) with the Cooperative Purchasing Connection via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).  
Proposals must be submitted/uploaded to Public Purchase prior to 10:00 a.m. CDT on Thursday, December 7, 2017. The Cooperative Purchasing Connection reserves the right to award the contract to one respondent, make multiple awards, or reject any or all proposals.  
(November 6, 13, 2017) 2562056

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Cc:** [Melissa Mattson](#)  
**Subject:** Release Successful on Bid RFP #18.4 - Hardwood & Synthetic Flooring  
**Date:** Tuesday, November 7, 2017 9:49:46 AM

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Lisa M Truax:

Bid "RFP #18.4 - Hardwood & Synthetic Flooring"  
Status: Release Successful on Nov 7, 2017 8:49:37 AM MST

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=86764>

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

Thank you for using Public Purchase.

MK= Crmnkz9jiBDR4dpoNIdSlg==

Proposals Requested by the:

## **Cooperative Purchasing Connection**

Servicing participating agencies in North Dakota & South Dakota



# **RFP 18.4 – Hardwood & Synthetic Flooring**

**Due: 10:00 a.m. CT on Thursday, December 7, 2017  
Cooperative Purchasing Connection**

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

**RFP Facilitator:**

Lisa Truax, Bid & Contract Facilitator  
Cooperative Purchasing Connection  
1001 East Mount Faith Avenue,  
Fergus Falls, MN 56537  
1-218-737-6535 (direct)  
[ltruax@lcsc.org](mailto:ltruax@lcsc.org)

**Published in:**  
Star Tribune  
Fargo Forum  
Bismarck Tribune  
November 6 & 13, 2017

# RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

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# RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

## I. Instructions to Respondents

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

In Minnesota, the service cooperatives, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. The Service Cooperatives currently provide purchasing contracts to over 1,400 participating agencies in Minnesota and South Dakota through a joint powers group, the Cooperative Purchasing Connection. Participating service cooperatives included in this solicitation include:

- **Southwest/West Central Service Cooperative (SW/WC)**, Marshall, MN, which serves agencies in South Dakota

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC, Fergus Falls MN) to provide purchasing contracts to its participating agencies. NDESC currently serves approximately 200 agencies across the state of North Dakota.

Together, these cooperatives operate a joint purchasing program under the name of Cooperative Purchasing Connection. In this Request for Proposal (RFP), the Southwest/West Central Service Cooperative (SW/WC) and the North Dakota Educators Service Cooperative will be referred to as the Cooperative Purchasing Connection (CPC). CPC's participating agencies purchase on average, over \$45,000,000 annually, through its partnered 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. Responding Vendor Qualifications

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

Respondents must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Respondents 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 respondents failing to demonstrate their abilities or capacity solely based on information provided in the bid 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 states of North Dakota and South Dakota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

the awarded 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 awarded 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 awarded vendor will abide by the terms stated in this RFP and in the awarded vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the awarded vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidating damages, not as a penalty. Loss of the bond may include, but is not limited to: poor customer service, poor quality of product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) contract terms.

**Performance Bond (for construction and/or installation related projects):** All performance bonds, required on all projects valued at twenty-five thousand dollars (\$25,000) or more in North Dakota and South Dakota. All performance bonds are to 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.

Upon execution of a contract between a CPC eligible participating agency and the awarded vendor for a project, a performance bond will be provided to the participating agency within 10 business days.

The awarded vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the eligible participating agency and the awarded vendor by a surety company authorized to do business in that state. This bond will protect all persons supplying labor and material to the awarded vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the awarded 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 awarded vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed. A copy of the bond must be provided to CPC via email ([info@purchasingconnection.org](mailto:info@purchasingconnection.org)) within 10 business days of the receipt of the contract. Work will not commence between the awarded vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC. The awarded vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the awarded 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 awarded 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.

### C. RFP Submission

**Public Purchase:** All of CPC's solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides respondents/vendors with automatic notification of open solicitations, automatic notification of answered questions and issued



## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

addenda, and a way to electronically submit your organization's solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the RFP process.

**Submission of Proposals:** It is the responsibility of the respondent to be certain that the proposal being submitted has been uploaded to Public Purchase by the due date and time, as described in the Technical Specifications. All proposals MUST be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the due date and time, the Public Purchase system and CPC will not accept the proposal. If any issues occur during the upload of the proposal, respondents/vendors should contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or utilize the chat function within Public Purchase for immediate technical support. If the data in the submission is password protected, the password must be provided with the proposal. Oral or hardcopy proposals are invalid and will not receive consideration.

**Interpretations:** Requests for additional information, including Instructions to Respondents or Technical Specifications shall be asked via the Public Purchase platform for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions and/or by issuing an addenda.

### D. RFP Particulars

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the RFP 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 upon CPC's response via the Public Purchase platform. Addenda are logged and tracked within the Public Purchase system. If such confirmation is not received, the respondent may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and respondents 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 due date and time of the proposal, except an addendum withdrawing the proposal or one which includes postponement of the date of receipt of proposals.

**Correction of RFP Documents:** Upon examination of the RFP documents, respondents 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, via the Public Purchase platform, no later than ten (10) business days prior to the RFP opening. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum. Such addenda will be sent to respondents via the Public Purchase platform. All changes are logged and tracked automatically by the Public Purchase system. If such confirmation is not received, the respondent may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and respondents shall not rely upon such interpretations, corrections and changes.

**Late Submissions:** Proposals will not be allowed to be submitted and/or uploaded after the RFP due date and time set by CPC (see Technical Specifications). It is the respondent's responsibility to ensure that RFP responses are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or cancelled by the respondent for a period of one hundred-twenty (120) days following the due date and time of the proposal, as each responder so agrees in submitting a proposal. Prior to the due date and time of the proposals, any proposal submitted may be modified or withdrawn within the Public Purchase system. Withdrawn proposals may be resubmitted online via Public Purchase up to the due

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

date and time designated for the proposal provided that they are fully in conformance with these Instructions to Respondents.

**Opening of Proposals:** The properly identified proposals which have been submitted on time will be opened after the RFP due date and time. A summary of the proposals will be made available for public inspection during normal business hours in the RFP Facilitator’s office (Fergus Falls, MN) free of charge during normal business hours. Those requesting a copy (electronic or hard copy) of the RFP responses will need to pay a twenty-five (\$25.00) service fee for that compilation.

### E. Solicitation Evaluation

All qualified proposals will be reviewed by CPC. At the completion of the evaluation, finalists may be asked to provide a presentation and/or possible demonstration. Whether or not a presentation shall be performed is wholly within the discretion of CPC. CPC will select the proposal(s) which best fulfills the requirements and represents the best value to participating agencies as determined by CPC. No single factor will determine the final award decision.

Proposals will be evaluated using a three (3)-step process:

1. Initial Review – CPC shall perform an initial responsiveness review to determine compliance of the solicitation requirements. Respondents that do not meet the solicitation requirements shall be deemed non-responsive and/or non-responsible to this solicitation and will receive no further consideration.
2. Proposal Content and Cost Proposals – All proposals that meet initial review guidelines will be evaluated based on the evaluation criteria as shown below. The cost proposal will not be conducted until after the technical evaluation has been completed. A 550 point scale will be used to create the evaluation and recommendation. During the evaluation, a 1-10 scale will be utilized and multiplied by the weight assigned.
3. Short List (Presentations) – At the sole discretion of CPC, a “short list” of respondents may be developed of the highest rated submissions based on proposal ranking. If CPC chooses, these respondents would be invited to make a live presentation, which will be included in the final evaluation. See RFP timeline for presentation information, dates, etc.

Guidance	Factor
10	Outstanding, far exceeds minimum requirements in most areas
9-8	Excellent, insightful response
7-6	Above average, exceeds minimum requirements in many or all areas
5-4	Average, meets minimum requirements, exceeds minimum requirements in some areas
3-2	Slightly below average, meets minimum requirements
1-0	Well below average, barely meets minimum requirements
0	Totally unresponsive, does not meet minimum requirements

Factor	Points	Weight
Vendor Information (25 points)	25	5%
Qualifications & Experience (80 points)	80	15%
Marketing & Partnership (45 points)	45	8%
Financials & Level of Support (65 points)	65	12%
Project Personnel (30 points)	30	5%
Assessment, Design & Layout (50 points)	50	9%
Delivery & Installation (55 points)	55	10%
Miscellaneous (20 points)	20	4%

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

References (30 points)	30	5%
Pricing (150 points)	150	27%
	550	100%

Criteria	Possible Points	Points Awarded	Multiplier	Factor Points	Total Points
Vendor Information (25 points)	0-10		0	25	0
Qualifications & Experience (80 points)	0-10		0	80	0
Marketing & Partnership (45 points)	0-10		0	45	0
Financials & Level of Support (65 points)	0-10		0	65	0
Project Personnel (30 points)	0-10		0	30	0
Assessment, Design & Layout (50 points)	0-10		0	50	0
Delivery & Installation (55 points)	0-10		0	55	0
Miscellaneous (20 points)	0-10		0	20	0
References (30 points)	0-10		0	30	0
Total Technical Points					<b>0</b>
Pricing (150 points)	150				0
Total Score					<b>0</b>

**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.

**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 this request. The awarded vendor(s) acknowledges that the contract offer and award (Form G – Contract Offer & Award) binds the awarded vendor(s) to all terms and conditions stated in the proposal until a contract has been signed by both parties.

### F. Contract Award

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

## III. Technical Specifications

**A. Purpose Statement/Objective:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to serve as a partnered vendor through this solicitation. Qualified respondents shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. CPC is pursuing to develop a program for participating agencies to have the ability to purchase a broad line of quality grade hardwood and synthetic flooring products, accessories and installation services at consortium level discounted pricing.

**B. Scope of Work:** It is CPC’s intention to solicit proposals for hardwood and synthetic flooring products, accessories and installation services on behalf of its participating agencies. CPC, upon

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

review, analysis, and evaluation of the qualified respondents, is looking to collaborate with a qualified vendor(s) proposal that will provide a broad-line of quality hardwood and synthetic flooring products, accessories and installation services. Respondents must possess the necessary resources to acquire, perform, and deliver hardwood and synthetic flooring products, materials, and labor to participating agencies. CPC will require that respondents provide the scope of the work as indicated in these technical specifications as a full turnkey solution. However, CPC is aware that some vendors may only specialize in only providing and installing hardwood and/or synthetic flooring systems or striping, lining, and marketing of these facilities. Under the terms of this solicitation, CPC reserves the right to accept or reject any responses that do not offer a turnkey solution.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates vendor(s) from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through our purchasing procedures. CPC will work closely with the awarded vendor(s) to market this 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 awarded vendor(s).

CPC intends to award this RFP to one or more vendors based on manufacturer/brand who can offer acceptable products that can be of benefit to all of the participating agencies of CPC. When responding, identify the proposed manufacturer/brand. Manufacturers may respond directly and may identify regional suppliers to execute the contract as long as pricing is consistent in all CPC service areas and designated suppliers/resellers adhere to the terms outlined in this RFP.

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.
4. Installation.
5. Guaranteed pricing discounts firm for the duration of the contract term.

Vendors who meet the enclosed specifications, that would like to pursue a partnership, must complete the provided documents in their indicated format to be considered as a qualified respondent.

- C. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Hardwood and Synthetic Flooring is a new category and is being solicited from the request of participating agencies in North and South Dakota. With CPC's intent to market the contract to participating and potential agencies, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed two (2) years.
- D. RFP Timeline:** Below is CPC's timeline for RFP 18.4 – Hardwood & Synthetic Flooring. Questions regarding the RFP must be submitted electronically via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). If any issues are encountered during submission, respondents should contact [support@publicpurchase.com](mailto:support@publicpurchase.com). For immediate assistance use the Public Purchase chat function to solve any technical issues.

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

Date/Time	Event
November 6, 2017	Publication of RFP 18.4 – Hardwood & Synthetic Flooring
November 20, 2017 at 9:00 a.m. CT	Non-Required Conference Call
November 22, 2017 at 10:00 a.m. CT	Deadline for Respondents to Submit Questions
<b>December 7, 2017 at 10:00 a.m. CT</b>	<b>Deadline for RFP Submission</b>
December 14, 2017	Vendor Presentations (if necessary); Location TBD
December 18, 2017	Contact Awarded Vendor(s)/Award(s) Made
January 1, 2018	Initial Start of Contract Term

- E. Non-Required Conference Call:** A web conference will be held on Monday, November 20, 2017, at 9:00 a.m. CT to allow respondents to ask questions relating to this RFP. Respondents are encouraged to participate and address any questions, concerns and/or issues they may have. Respondents participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace. **To register for the non-required conference call, please visit: <https://www.anymeeting.com/462-699-568>.**
- a. **Dial-in Number:** 716-273-1030
  - b. **Attendee PIN:** 858 9785#
- F. RFP Submission:** CPC requires that responses be submitted electronically via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). If any issues are encountered during the submission, respondents/vendors should contact [support@publicpurchase.com](mailto:support@publicpurchase.com). For immediate assistance use the Public Purchase chat function to solve any technical issues.

**For RFP 18.4 – Hardwood & Synthetic Flooring, your submission must reflect the following submitted and correctly labeled documents. Failure to submit the required documents in their completion may result in being considered as non-responsive. Any documents with inserted images of completed documents will not be accepted.**

Document Title	How to be Submitted
Performance Bond of \$5,000 (Copy)	Submit as PDF.
Form A – Addendum Acknowledgement – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form B – Questionnaire – Name of Company	Submit as a Word document.
Form C – Pricing Schedule – Name of Company	Submit as an Excel document.
Form D – Subcontractor Utilization Form – Name of Company	Submit as a PDF.
Form E – Uniform Guidance EDGAR Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form F – Contract Offer and Award – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form G – Proposal Checklist – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form H – Assurance of Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>

- G. Vendor Presentations:** Vendors submitting proposals may be asked to make a formal presentation of their proposal to CPC, if necessary, on Thursday, December 14, 2017. Exact presentation location, time, and details will follow.

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

- H. Notification of Intent to Award:** RFP award notification will be made by Monday, December 18, 2017. The actual award is subject to approval by the Board of Directors.
- I. Contract Term:** The term of the contract resulting from this RFP will be from January 1, 2018, through December 31, 2018. There will be an optional yearly renewal for a period lasting no longer than two (2) additional one year terms, based on successful performance. CPC evaluates and reviews all contract agreements semi-annually. CPC has established a set of performance criteria that will be used in the awarded vendor(s) semi-annual evaluation. Performance criteria will include:
- a. Contract start-up and communication
  - b. Partnership responsiveness with CPC
  - c. Customer service, quality, and delivery
  - d. Volume, sales, and competitiveness
  - e. Marketing
- J. Administrative Fee:** The awarded vendor(s) will be required to pay a two (2.0%) percent administrative fee on the total gross sales to CPC's participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the RFP, continuing support of the contract, and marketing the contract to participating and potential agencies through direct mail, email notifications, and personal on-site visits. Administrative fees shall be paid to Lakes Country Service Cooperative on a quarterly basis, within 20 business days after the end of each fiscal quarter.
- K. Sales Reports Required of the Awarded Vendor(s):** The awarded vendor(s) will provide CPC with quarterly reports listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within that quarter, the administrative fee calculations, and the correlating savings incurred by agencies. CPC may also request reports on commonly purchased items or top selling items to create or update a market basket. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, listing the following information:
- a. Name of service cooperative region
  - b. Name of purchasing agency
  - c. Address of purchasing agency
  - d. Date of sale
  - e. Manufactures' list price
  - f. CPC net member price (discounted price)
  - g. Administrative fee generated by sale
  - h. Savings generated by sale
- L. Specific Terms and Conditions:**
1. Respondent must have access to a full inventory of the awarded product line(s).
  2. Respondent must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 hours.
  3. Demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training and support program on the operation and use of the hardwood and synthetic flooring contract. Services offered must be appropriate and adequate to ensure a successful program.
  4. Respondent must consult and work with participating agencies to assess and evaluate their existing indoor athletic, recreational, and auditorium hardwood and synthetic flooring systems. Such systems can be found within gymnasiums, locker rooms, weight training rooms, multipurpose rooms, auditoriums and related facilities to determine and develop a comprehensive solution to maintain, repair, renovate, resurface, or replace an existing flooring system to a condition that meets or exceeds federal, state, local and/or industry standards.

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5. When required, comply with current state or local jurisdiction, building permits that may be required.
6. Perform the necessary work required to restore, repair, and renovate an existing member's hardwood flooring system to good working conditions and meet or exceed the member's requirements, manufacturer's specifications, industry standards and other governing agencies' rules, regulations, and requirements.
7. Comply with the Americans with Disabilities Act (ASA) (42 USC Section 12101 et. seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
8. Hold and maintain a valid contractor's license to supervise others, to construct, alter, repair, add to, subtract from, improve, move, or demolish any athletic facility covered by this RFP.
9. Product and/or category terms and conditions:
  - a. Equipment and Supplies
    - i. All products and related accessories that can be purchased must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer's authorized dealers.
    - ii. All products and related accessories must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
    - iii. Provide the necessary manpower, supplies, materials, and equipment to properly and professionally strip, line, and provide the entire event markings required for all of the athletic/recreational events to be held on and/or within the facility.
    - iv. Provide the necessary athletic event hardware, equipment, and accessories to properly conduct the identified events in accordance with the states' organizations that govern and oversee those athletic/sport activities identified.
    - v. Offer flooring system products and materials shall be guaranteed to the extent that it:
      1. Has been manufactured, shipped, stored, and applied in accordance with industry and manufacturer's specifications and instructions.
      2. Will hold fast and/or adhere to the sub-flooring system as designed and intended.
      3. Will perform as specified in these specifications.
      4. Will not de-laminate, bubble, warp, blister, fade, crack, or wear excessively during the required guarantee period as indicated herein and under normal use and intended purpose.
    - vi. Acquire and perform the required site work to prepare the member's project site to have a hardwood flooring system installed. Such work may include, but is not limited to: clearing, demolishing, scraping, removing, filling, leveling, sanding, or new construction to prepare the sub-floor or existing floor for installation of the hardwood flooring system.
    - vii. 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.
  - b. Pricing
    - i. All pricing should include the two percent (2%) administrative fee.
    - ii. Contract discounts and percentages must be held firm during the initial contract period, unless reductions are made to accommodate one-time bulk replacements or special promotions. The awarded vendors(s) may offer a reduced spot discount to

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- any participating agency at any one time in the case of large projects or to secure business. However, the awarded vendor(s) cannot reduce the current contract discounts and percentages to a participating agency beyond a single large project until following the steps outlined in Article 5.a. 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.
- iii. Provide a discount price schedule (Form C – Pricing Schedule) for all categories of product available and offered in this RFP. A copy of the proposed product list, price list, and catalog list used in preparation of this response must be submitted at the time of the proposal.
  - iv. New products and items, pertaining to the scope of this RFP, can be added during the course of the contract term with notice to CPC. These items shall meet or exceed all the specifications and requirements established in the contract. CPC may direct the vendor to remove any items that do not meet the intent or are otherwise in conflict with the contract requirements.
  - v. 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 applying the same pricing method used by the vendor in their original response. The vendor must be able to verify the pricing calculation.
  - vi. When an equipment manufacturer revises its reference product price list to add or delete models and accessories that result in revised contract pricing, the vendor shall notify CPC in writing via email as follows:
    - 1. Request is to be typed on vendor's letterhead and emailed to CPC;
    - 2. It is filed with CPC at a minimum of 30 calendar days before the effective date of the proposed change;
    - 3. It clearly identified the items impacted by the change;
    - 4. The change will not produce a higher profit margin than that on the original contract;
    - 5. It is accompanied by documentation acceptable to the Bid & Contract Facilitator to warrant the change.
    - 6. 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 vendor's contract nor charged to the participating agency.
  - vii. CPC expects respondents to offer their very best prices. If a respondent offers lower prices to any CPC 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.
  - viii. CPC understands the basic cost of the products and/or services listed on a published price list indicates the cost of obtaining, manufacturing, and preparing the products and/or services to be shipped to the project site. It is also understood that the cost incurred by the awarded vendor(s) to deliver, store, and install the product and/or service to an individual project site will differ depending on the CPC state that the project site is located and the distance from the awarded vendor(s) home location. Therefore, each of the participating CPC states is listed in Form C.3 – State Multiplier. The multiplier/factor should be applied, if any, to the CPC net member price shown Form C to arrive at the individual CPC state price.
    - 1. Example: if the published price of the product is \$10.00 per sq. foot and the CPC discount is 20%. The CPC net price to member would be ( $\$10.00 \times .20 = 2.00$ )



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- amount of CPC discount and  $\$10.00 - \$2.00 = \$8.00$  net price to CPC member for that particular item. If a state multiplier/factor of 1.02% is bid, the arrived CPC state price is  $\$8.16$  per sq. foot ( $\$8.00 \times 1.02 = 8.16$ ).
- ix. Provide bid pricing to CPC members for all change orders required of a project. All change orders should be reflective of the pricing listed in Form C along with the applicable state multiplier, if any.
  - x. Assess and determine existing site conditions and members' expectations for the flooring system to be provided. Develop a proposed solution for conform and meet the members' expectations while ensuring the following:
    - 1. The sub-flooring systems are level and adequate to support and facilitate the proposed hardwood flooring system. Moisture barriers must be adequate for proposed site condition and environment.
    - 2. The flooring solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
    - 3. Provide consulting, refinishing, and maintenance services for the various existing wood floor systems that may exist within educational and public athletic, recreational, performing arts, and multi-purpose facilities.
    - 4. Provide training and support services that include a complete and comprehensive guide on how to upkeep and maintain the solution installed throughout its stated life cycle. All training and assistance provided must be in accordance with OSHA, EPA industry, and manufacturer's guidelines and standards.
    - 5. Provide after the sale, ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.
- c. Freight and Delivery
- i. 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 III. 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, including the two percent (2.0%) administrative fee. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
  - ii. CPC participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. CPC participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Vendors shall demonstrate they have informed the customers of this responsibility prior to order placement. The vendor will pay return shipping and give full credit on any defective product. All products must be 100% guaranteed.
  - iii. Invoice and ship all items directly to CPC's participating agencies. A packing slip must be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. CPC participating agencies shall be notified of an anticipated availability date.
  - iv. 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 awarded vendor(s).
- d. Design Layout and/or Installation Services
- i. Pricing for design layout and/or installation is either by hourly rate or percentage of project cost. The respondent must outline the option that applies to their response in Form C – Pricing Schedule. If the respondent charges for installation by a method

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- other than hourly or percentage, a complete explanation and breakdown of how charges are calculated must be included with the proposal.
- ii. Possession of and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in its response to this solicitation. An awarded vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
    1. A copy of a valid contractor's license must be submitted to CPC as it pertains to North Dakota and South Dakota.
    2. Confirm that any and all contractors and subcontractors performing under this contract hold and maintain appropriate licensure.
  - iii. Possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
  - iv. Installation times must be coordinated with the purchasing agency. All areas will be kept clean and free of debris. The awarded vendor(s) must provide the purchasing agency with a list of participating agency required responsibilities for installation, prior to the start of installation.
  - v. All personnel that are working in participating agencies' must be boned and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
  - vi. Use of Subcontractors.
    1. Awarded vendor(s) shall 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 respondent's response to the RFP.
    2. If a subcontractor is removed from the contract at any time during the contract term, the awarded vendor(s) must submit to CPC in writing, the reason for removal and effective date.
    3. To add a subcontractor at any time during the contract term, the vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
    4. The awarded vendor(s) is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.
    5. CPC reserves the right to require that a subcontractor be removed from the contract.
    6. Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.
    7. All services must be 100% guaranteed. Any service provided, which does not meet the end users' expectations must either be redone until the end users' expectations are met, or the charges for the services are refunded to the end user.
  - i. Quality assurance for new, replacement, repair, and renovation of hardwood flooring systems
    1. Inspect existing floor area including the concrete slab and sub-floor to determine current conditions and to determine the scope of work with the CPC member for either:
      - a. Installing a new or replacement flooring system.
      - b. To repair or renovate a flooring system, bring up to industry standards and in compliance with all codes.
      - c. Inspect for proper tolerance and dryness and report any discrepancies to the member.

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- d. The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer's standards, which were utilized to establish the conditions.
    2. Flooring shall be delivered to the premises and be allowed to acclimate the flooring to building conditions on the job-site in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed eight percent (8.0%).
    3. All skids of flooring bundles should be opened and spread out to acclimate the flooring to environmental conditions in the building when applicable.
    4. Installation shall be handled directly by a factory certified installer with the appropriate license if required.
    5. Materials provided shall incorporate the latest manufacturer's design improvements and materials current at the time of shipment, provided that such improvements and materials are consistent with the intent of these specifications.
  - ii. Project submittals new, replacement, repair, and renovation of hardwood flooring systems.
    1. Provide a description to the member of all site preparation, materials, and supplies to be furnished even if provided by others.
    2. Samples of material and color charts for striping for the architect and/or member to develop the color scheme.
    3. List all deviations from manufacturer's specifications, if any.
    4. Upon completion, provide the member with a written record certifying that the proposed work has been completed and inspected to ensure that it is in accordance and compliance with all federal, state, manufacturer, and industry standards.
    5. Detail a breakdown of all costs associated with the design of, manufacturing of, delivery of, installation of, and warrant of the hardwood flooring system.
  - iii. Design criteria new, replacement, repair, and renovation of hardwood flooring systems.
    1. All hardwood flooring systems must be tested and meet or exceed all athletic performance requirements according to the International Standard DIN 18032, Part 2.
    2. Independent DIN testing laboratory shall have Scientific Boy Membership in the International Association of Sports Surface Sciences (ISSS). Test equipment shall have been calibrated and certified through the ISSS.
    3. DIN testing engineer shall be an ISO 17025 System member rated for each test conducted.
  - iv. Materials.
    1. The hardwood flooring systems being installed must be manufactured by manufacturers specializing in hardwood flooring must have at least ten (10) years' experience in manufacturing hardwood athletic flooring and hold a proven record for customer satisfaction.
    2. All components and materials must meet or exceed all local and state building codes, industry standards, MFMA and CPSC standards.
    3. Flooring shall be Northern Hard Maple standard strip flooring. 25/32" thick x 3 1/4", 2 1/2", 2 1/4", or 1 1/2" wide; third grade and better, grade marked and stamped as produced by the manufacturer.
    4. Concrete slab surface vapor barrier shall be a minimum of six (6) mil. polyethylene.

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5. Wall base shall be 4" x 3" x 4" heavy-duty molded, vented, rubber or vinyl cove base with pre-molded outside corners as supplied the flooring manufacturer.
- v. Finish for new, replacement, repair, and renovation of hardwood flooring systems.
  1. Materials shall be reasonably free from toxicity and objectionable odors. Container labeling must be in accordance with federal regulations governing the handling of hazardous materials.
  2. Seal and finish product must be approved by the MFMA "Athletic Flooring Sealer and Finish Specifications and Conformance List #29 Effective 01-01-2011". Listed on the MFMA Floor Sealer and Finish List shall serve as evidence of approval.
  3. All floor finish must be applied in accordance to the manufacturer's instructions.
- vi. Subfloor types to include, but not limited to:
  1. Resilient Pre-Engineered Fixed Panel Subfloor System, Resilient Fixed Plywood Sleeper with Continuous Subfloor System, Double Plywood Subfloor System, and Sleeper and Sleeper with Plywood Subfloor Systems.
    - a. Subfloor sleepers shall be factory-drilled engineered sleepers with resilient pads spaced per flooring manufacturers design.
    - b. Subfloor panels shall be 15/32" x 4' x 8' APA (or flooring manufacturer approved equivalent) Rated Sheathing, Exposure 1, minimum 4-ply or per flooring manufacturer design.
    - c. Cushioning pad(s) shall be supplied and installed per manufacturer's instructions.
    - d. Cushioned Sleepers shall be 2" x 3" x 4' nominal KD Hemlock, Spruce, Pine or Fir with pads as supplied by flooring manufacturer.
    - e. Subfloor anchoring system shall be per flooring manufacturer design.
    - f. Flooring fasteners shall be 2" barbed cleats or 15-gauge coated staples, unless otherwise specified by flooring manufacturer.
  2. Basket Weave Subfloor Systems and Basket Weave with Pads Subfloor System
    - a. Basket Weave: Wooden subfloor shall be 1" x 6" nominal KD Gym Grade Hemlock, Spruce, Pine or Fir, S2S or S4S as supplied by flooring manufacturer.
    - b. Install 1" x 6" subfloor diagonally to the long dimension of the room at a 25 degree angle or 45 degree angle. The ends of the 1"x 6" shall be butted or spaced per the flooring system manufacturer's instructions and side spacing 2" or 6" between adjoining 1" x 6" with or without pads and spaced per the manufacturer's instructions. Maintain a 2" expansion void at the walls and at all vertical obstructions.
    - c. The top layer of 1" x 6" subfloor shall be laid in the opposite direction to the first layer, at a 25 degree or 45 degree angle to the long dimension of the room so that no end joints fall over any end joints of the first layer. The ends of the second layer of 1"x 6" shall be butted or spaced per the flooring system manufacturer's instructions and side spacing 2" between adjoining 1" x 6". Secure the two layers at each intersection using nails or staples. Maintain a 2" expansion void at the walls and at all vertical obstructions.
- vii. Installation of subfloor.
  1. The wood flooring shall not be installed until all masonry, plastering, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all

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- openings must be closed in; permanent heating and air conditioning installed and working.
2. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the flooring system. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions which will prevail when the building is occupied. Care should be taken to maintain humidity within the range of 35% to 50%.
  3. Cover entire concrete slab with surface vapor retarder, lapping joints a minimum of 6" or as specified by the vapor retarder manufacturer.
- viii. Floor types for new and replacement application to include, but not limited to:
1. Resilient Pre-Engineered Fixed Panel System and Resilient Fixed Plywood Sleeper with Continuous Floor System.
    - a. Install pre-engineered subfloor panels per manufacturer's instructions, perpendicular or diagonal to the finished flooring in a brick pattern. Space subfloor panels according to flooring manufacturer's recommendation. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas are subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position.
    - b. Install subfloor sleepers perpendicular to the finished flooring staggering joints, spacing subfloor panels according to manufacturer's recommendation. Sleepers shall be spaced per floor manufacturers design.
    - c. Install subfloor system using concrete anchors per flooring manufacturer's instructions. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below bleachers in the extended position. Provide 2" expansion voids at the perimeter and at all vertical obstructions.
    - d. Attach subfloor panels to the sleepers using 1-1/4" nails or staples 12" o.c., spacing plywood 1/4" on all sides and edges, end joints staggered 4' and breaking on the sleepers. Provide 2" expansion voids at the perimeter.
    - e. Install maple flooring parallel to main playing court by nailing or stapling per manufacturer's instructions.
    - f. Space joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
  2. Double Plywood Floor System
    - a. Install first layer of subfloor plywood opposite the direction of the maple flooring, 1/4" spacing all edges and breaking joints 4' - Provide 2" expansion voids at perimeter and all vertical obstructions. If required by the flooring system manufacturer, install solid blocking under bleachers in the stacked position and where portable backstops or other areas subjected to high loads as shown on architectural drawings. If required by the flooring system manufacturer, install recommended blocking below

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

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- c. Space joints between flooring strips to allow for intermediate expansion, in accordance with local humidity conditions.
  - d. Provide 2” expansion voids at the perimeter and at all vertical obstructions.
- ix. Floor sanding.
  - 1. Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer’s instructions.
  - 2. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface.
  - 3. Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.
  - 4. Final sanding shall be with 100 or 120 grit sandpaper.
  - 5. Screen with a 120-grit disc to eliminate chatter, stop marks and sanding patterns.
  - 6. Tack the floor in accordance with MFMA and product manufacturer’s instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
  - 7. On scrubbed floors, apply patch coat of finish, if required in heavily worn areas. Allow patch coats to dry, abrade and tack, in accordance with product manufacturer’s instructions.
- x. Finishing.
  - 1. Inspect entire area of floor to insure that surface is acceptable for finishing, completely free from sanding dust.
  - 2. Apply seal and finish per finish manufacturer’s instructions.
  - 3. Paint game lines as shown on drawings, between seal and first coat of finish. Game line paint shall be compatible with finish.
- xi. Base and threshold installation.
  - 1. Install vented cove base by anchoring to walls with base cement, screws or anchors.
  - 2. Miter inside corners, and use pre-molded outside corners.
  - 3. Metal threshold at doorway to comply with flooring manufacturer or industry standards.
- xii. Flooring renovation, refinishing, and repair projects.
  - 1. Repairs must match wood and construction in the floor or stage.
  - 2. Replacement flooring shall not be installed until all masonry removal of damaged flooring and the repair of any sub-floor conditions that exist is completed. The building must be reasonably dry; heating, air conditioning and ventilation systems must be working and the area closed to the public.
  - 3. Remove damaged or worn wood, as needed.
  - 4. Repair or renovate the subfloor as needed.
  - 5. Dispose of old wood in accordance with local and state laws. Do not dispose of wood until the member examines it.
  - 6. Examine moisture barrier. If damaged or worn, replace with 6-mil polyethylene membrane.
  - 7. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the new flooring sections. Moderate room temperature of sixty-five (65) degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the

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- building is occupied. Care should be taken to maintain humidity within the range of 35% to 50%.
8. Prior to refinishing, floor shall be scrubbed, stripped, or sanded, as requested or required by the member.
- xiii. Finish.
1. On scrubbed floors, apply coat of finish to floor in accordance with product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
  2. On stripped or sanded floors, apply a coat penetrating sealer. Use penetrating stain, if required by the member.
  3. Allow sealer or stain to dry in accordance with product manufacturer's instructions.
  4. Upon completion of any striping or line markings, the awarded vendor(s) shall obtain written acceptance and approval of the markings by the member as being complete and meeting their requirements.
    - a. Facility markings and layouts must meet and comply with the governing bodies for any athletic and activity event states in the scope of work for the member's project.
  5. Prepare floor for second coat of penetrating sealer or stain, or a coat of finish, in accordance with product manufacturer's instructions.
  6. Ensure there is no draft and that floor remains free of dust, dirt and debris during product application and drying.
  7. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
  8. After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.
- xiv. New floors, refinishing, and renovation projects:
1. The awarded vendor(s) will consult with the member to determine if the floor is to be sealed and finished with solvent-based or water-based products.
  2. Follow proper floor sanding requirements in accordance with MFMA and the manufacturer's instructions.
  3. Follow proper floor finishing requirements in accordance with MFMA and the manufacturer's instructions.
  4. When striping and/or game lines must be accurately applied after the first seal coat, after buffing and vacuuming. Layout will be in accordance with drawings. Awarded vendor(s) must confirm and will be held responsible for ensuring that any/all game lines use current rules of associations having jurisdiction. Lines shall be straight with sharp edges using colors and patterns approved by the owner. Use proper floor lining paint that is compatible with the seal and finish coating products.
  5. Allow seal coat and/or game lines to dry in accordance with manufacturer's instructions.
  6. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
  7. Apply two or three coats of finish, allow proper drying time and follow proper abrading procedures between coats in accordance with MFMA and product manufacturer's instructions.
  8. Ensure there is no draft and that the floor remains free of dust, dirt, and debris during product application and drying.



## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

9. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
10. After finishing the floor, ensure that it is closed to traffic and activities in accordance with product manufacturer's instructions.
- xv. All unused materials and debris are to be removed from premises.
- xvi. Upon completion of the work, the awarded vendor must present the member with all documents necessary to close out the project, but not limited to:
  1. Certificate of occupancy;
  2. Maintenance manuals;
  3. Two (2) copies of "as built" project drawings;
  4. One (1) copy of each procedure of using and maintaining the materials and equipment installed;
  5. Executed warranties on installed products and equipment; and
  6. SDS sheets for any supplied materials.
- e. Warranty
  - i. Awarded vendor(s) must ensure that all products and supplies purchased by a participating agency are warranted against any defects in design, workmanship and as suitable use intended for a period equal to the original manufacturer's warranty period. All equipment and supplies must carry, at a minimum, a 12-month manufacturer's warranty. The awarded vendor(s) must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms. Equipment warranties must be clearly and visibly stated.
  - ii. Perform and complete any warranty work required in accordance with this RFP's specifications.
  - iii. The awarded vendor(s) may offer and extended warranties or maintenance agreements, if available, at an additional cost to members. Extended warranties or maintenance agreements must be offered as a separate line item.
- f. Maintenance Plans
  - i. Upon completion of floor installation, the owners, attendants or individuals in charge are responsible for the upkeep of the building and are to see that the care and maintenance instructions of the MFMA and the flooring manufacturer are followed.
  - ii. Respondents may offer pricing for maintenance for all equipment list under this RFP, and include it in pricing proposals to participating agencies if requested. Pricing must be provided with the respondent's response in Form C – Pricing Schedule.
- g. Advertising and Marketing
  - i. Provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies. Vendors must assist in developing marketing materials that support the contract. A vendor must demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training and support program on the operation and use of the contract agreement. Services offered must be appropriate and adequate to ensure a successful partnership related to the contract agreement.
  - ii. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

## IV. General Terms & Conditions

The terms and conditions are intended to indicate the minimum requirements for the submission of a response.

**Assignment:** Any contract awarded under the conditions of this RFP shall be for the use of organizations eligible for participation in the Cooperative Purchasing Connection consortium. In addition, any eligible agency outside of the tri-state area may participate (piggyback) with this contract at its discretion, with the consent of the awarded vendor(s). An awarded vendor(s) must seek approval from CPC prior to utilizing the contract outside of CPC's tri-state area. CPC has connections with partnering consortiums across the United States. CPC will work with the awarded vendor(s) to make such connections should the vendor want to piggyback the contract as a vehicle for additional sales outside of CPC's tri-state area. All requirements of this RFP will apply to all participating eligible agencies. Agencies outside of the tri-state area participating in this RFP contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold the agencies of the Cooperative Purchasing Connection harmless from any disputes, disagreements, or actions which may arise as a result of using this RFP contract.

**Audit:** In accordance with applicable law, the awarded vendor will agree that a member(s) of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will give at least three days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Vendor(s):** The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the RFP process.

**Byrd Anti-Lobbying Amendment:** If a project, as a result of this RFP, is in excess of \$100,000, the awarded vendor(s) certify 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 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. Awarded vendor(s) will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Awarded

vendor(s) will ensure compliance herewith by Seller's subcontractors.

**Collusion:** Collusion between respondents is 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. 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 North Dakota Century Code Chapter 47-25.1 and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be clearly 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."

**Construction Related Products and Services (*construction related solicitations only*):** In North Dakota, CPC will consider and determine if the qualified responses resulting from the RFP are able to meet the necessary requirements for construction related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once CPC and the awarded vendor(s) are able to confirm that business is able to be conducted in North Dakota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the awarded vendor(s) must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

**Debarment or 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

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

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.

**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 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:** 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 are able to search for and purchase items. Essentially, Express is a one-stop shop for many of CPC's commodity based contracts. Awarded vendor(s) do not have to have an e-commerce site to be included in Express. Over the span of two years, participating agencies have purchased over \$4.7 million in commodity type goods through Express. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. A demonstration of Express will be available to all respondents who participate in the non-required conference call. CPC will work with the awarded vendor(s) to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express within a timely manner.

**Federal Requirements:** The awarded vendor(s) 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 awarded vendor(s) agree to post wage rates at the work site and submit a copy of their payroll to the CPC participating agency for their files. In addition, to comply with the Copeland Act, the awarded vendor(s) must submit weekly payroll records to the participating agency. The awarded vendor(s) must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to CPC participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the awarded vendor(s). In projects that are not federally funded, the awarded vendor(s) must agree to meet any federal, state, or local requirements as necessary. In addition, if 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 awarded vendor(s) 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 awarded vendor(s) 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.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term

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

**Insurance:** The awarded vendor(s) shall purchase, maintain and provide certification from insurer(s) 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.

**Leasing and Rental Agreements:** The awarded vendor(s) may allow CPC participating agencies to enter into a rental, lease, or lease purchase agreements, providing such agreements are in compliance with North Dakota and South Dakota 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 awarded vendor(s) and the participating agency. The awarded vendor(s) agrees that leases will be in compliance 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 awarded vendor(s) should attempt to work with CPC’s current leasing vendor. The current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the awarded vendor(s) be required to utilize their own financial leasing company, this should be noted/requested as an exception in Form B – Questionnaire.

**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 on a regular basis.

CPC does require all awarded vendor(s) to provide marketing support in the form of a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format. CPC may assist in the development of these materials if requested by an awarded vendor(s), 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’s intent is to undertake every effort to increase opportunity for utilization of minority and women owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the awarded vendor(s) agree 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. It is the desire of CPC to promote wherever possible equitable opportunities for minority and women owned business to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the awarded vendor(s) each quarter. Those agencies not renewing their participation should not receive CPC agency pricing/discounts.

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

**Patent Indemnification:** By accepting this order, the respondent agrees to save and hold harmless CPC, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any action, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to the purchasing agency under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to CPC's purchasing agencies; and further, respondent agreed to defend CPC at respondent's expense in such actions, claims, or proceedings, provided that CPC shall give the respondent prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and physically received by the RFP Facilitator no later than 4:00 p.m. CST on the third (3) business day prior to the opening of proposals. Other protests 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. 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.

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

**Quarter:** Quarters are defined as the periods from Q1: July 1 through September 30, Q2: October 1 through December 31, Q3: January 1 through March 31, and Q4: April 1 through June 30.

**Participating Agency:** A participating agency shall be defined in accordance with the, 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, or nonprofit organization that has been deemed eligible for participation.

**Recalls:** The awarded vendor(s) shall notify CPC and their participating agencies immediately of any product recalls. The awarded vendor(s) 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 awarded vendor(s).

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to the Request for Proposals (RFP).

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

**Safety Data Sheet SDS:** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance in a safe manner, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

**Sales Representation and Marketing:** The awarded vendor(s) agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information.

**Sales Tax:** Sales tax shall not be included in the prices quoted on the proposal form.

**Severability:** the invalidity, in whole or in part, of any provision of this solicitation shall not void or affect the validity of any other provision of this solicitation.

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**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, respondents 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 respondent's letterhead attached to the pricing form. Respondents 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 an evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination for Cause or Convenience:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or in 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 date upon which such termination becomes effective, giving 30 calendar days' written notice to the awarded vendor(s). A participating agency, that purchases

from the awarded vendor(s) may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) calendar days' advance written notice to the awarded vendor(s). The participating agency will only be required to pay the awarded vendor(s) for good and services delivered prior to the terminating and not otherwise returned in accordance with the awarded vendors' return policy. If the participating agency has paid the awarded vendor(s) for good and services not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s).

**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 ability to integrate with CPC's Express online marketplace (if applicable).

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

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## V. Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June). The awarded vendor(s) will receive a sales report template similar to that shown below. Reports are due quarterly, 20 business days after the end of the quarter. Quarters are outlined as:

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

Vendor Name											
January - March 20XX Sales Report											
Region	Customer Name	City	State	Inv Number	Inv Date	Inv Total USD	CPC Fee	Member Savings			
<b>TOTALS</b>						\$	-	\$	-	\$	-

## RFP 18.4 – HARDWOOD & SYNTHETIC FLOORING

### VI. Appendix B: New Vendor Implementation Checklist

The following implementation checklist will commence once CPC has received a signed copy of the contract from the awarded vendor(s). Implementation and contract start up is included as part of the semi-annual and/or annual evaluations that CPC conducts in regards to renewals to a contract term.

Task Description	Target Completion After Fully Executed Contract
<b>1. CPC Vendor Orientation</b> Discuss expectations Establish contacts, people and roles Discuss reporting process and requirements Discuss sales and ordering process Outline kick off plan; marketing needs Establish Webinar training date	One Week
<b>2. Vendor/Supplier Login Established – Express (if applicable)</b> Complete supplier initiation form Complete supplier product template Create user account and user ID – communicate to supplier	One Week
<b>3. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks
<b>4. Web Development/Express Store (if applicable)</b> Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test and Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks
<b>5. Marketing - CPC</b> General announcement One page sales sheet Vendor profile page Email signature logo Email communication announcement eConnect newsletter <i>*All materials will be approved by vendor prior to disbursement</i>	Three Weeks
<b>6. Marketing – Awarded Vendor(s)</b> General announcement; press release Sales/Account team handbook; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks
<b>7. Management Strategies</b> Review kickoff and roll out plan Discuss and establish target communication strategy	Eight Weeks
<b>8. Semi-Annual Evaluation and/or Annual Evaluation</b>	6 months or 11 months



# Form A - Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement 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.

**Acknowledgement:** 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

---

**If NO addenda were issued:**

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

---

Authorized Signature

---

Date

## Form B – Questionnaire

**Instructions.** Please complete the questionnaire below by placing your company’s answers in the correlating response column.

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

Questions	Response
<b>Vendor Information</b>	
1. Provide your company contact information.	Company Name: Address: City, State Zip: Phone: Toll Free Customer Number:
2. Provide the following company contacts that will be working with this contract if awarded. Include name, email and phone number: <ul style="list-style-type: none"> <li>• General Manager</li> <li>• Contract Manager</li> <li>• Sales Manager</li> <li>• Customer Service Manager</li> <li>• Account Manager(s)</li> </ul>	
3. Who will be responsible for receiving updated membership lists? Include name, email and phone number.	
4. Who will be responsible for submitting sales reports and payment of administrative fees to CPC? Include name, email and phone number.	
5. Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number.	
<b>Qualifications &amp; Experience</b>	
6. Provide a brief background of your organization, including the year it was founded (1-2 paragraph max.).	
7. Provide a brief background of the products/services you provide and how you see a partnership being implemented with schools, higher education, cities, counties, and nonprofits (1-2 paragraphs max.).	
8. Provide evidence of what your organization is doing to remain viable in the hardwood and synetic flooring market.	
9. Describe what generally differentiates your company from your key competitors.	
10. Please describe your customer retention (i.e. customers who are served that continue to be repeat customers).	
11. How many clients/customers does your organization, on average, provide material	

<p>and/or material and installation services for each year.</p>	
<p>12. Please identify the areas or regions in North Dakota and South Dakota that your company is not able to service. Please designate why your company is not able to service a particular region and/or state.</p>	
<p>13. Please list other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in North Dakota and South Dakota?</p>	
<p>14. CPC, as an agency for our participating agencies, will not enter into a contract with vendor that has an existing contract that would be more advantageous than a CPC contract to provide products and services to CPC participating agencies. Provide a list of governmental, educational, or cooperative contracts that your company holds in the states of North Dakota and South Dakota.</p>	
<p>15. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the states of North Dakota and South Dakota.</p>	
<p>16. How would a contract with CPC be more advantageous in pricing of products and services compared to other governmental, educational, and cooperative contracts your company may have?</p>	
<p>17. Does your company offer any "added value" to CPC and its participating agencies when purchasing through your company? Describe these added value items or unique attribute your company has to offer.</p>	
<p>18. In comparing previous contracts your company has completed similar to those offered in response to this RFP, do you see any areas where your organization possesses experience, services, personnel, or other service reputation that should be considered with your ability to provide on time quality products, services and other resources that you think should be considered? If yes, fully describe these attributes and resources and hoe they are utilized to benefit CPC's</p>	

participating agencies if awarded this contract.	
19. Please 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).	
<b>Marketing &amp; Partnership</b>	
20. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	
21. Does your company market directly to potential customers? If so, how?	
22. Does your company have a dedicated marketing person/team with which CPC can communicate and obtain marketing materials and images? If so, please include their contact information in your response.	
23. Is your company willing to provide printed copies of marketing materials to our regional CPC representatives?	
24. Does your company have the ability to participate in conference tradeshow in North Dakota and South Dakota? If so, how does your company plan to position the CPC contract at those tradeshow, if awarded? Please list any conference tradeshow that you've attended in those states within the last three years.	
25. Is your company available for educational presentations at each of the regional service cooperatives?	
26. Please describe how your company will position this contract to CPC's participating agencies, if awarded.	
27. If awarded, how does your company plan to inform and train your account managers, financial/reporting personnel, sales and customer service representatives on the details and promotion of the contract?	
28. If awarded, how does your company plan to deploy this contract within your sales team and communicate the value to agencies in the Dakotas?	
<b>Financials &amp; Level of Support</b>	
29. What are your payment terms?	
30. Does your company accept payment by procurement card? If so, is the participating agency	

assessed a fee for purchasing with a procurement card?															
31. Does your company offer any prompt payment discounts? If so, please describe.															
32. Please list the percentage of your revenue that is derived from the following: <ul style="list-style-type: none"> <li>• Hardwood Flooring Sales</li> <li>• Synthetic Flooring Sales</li> <li>• Service &amp; Maintenance</li> </ul>															
33. Please provide your company's last three years total gross sales to agencies within CPC's service area.		2015	2016	2017 YTD											
	K-12														
	Higher Ed														
	Cities/Counties/OGAs														
	Total														
34. 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? If so, please document thoroughly and list any contract in which your company and any subcontractors have been found guilty or liable, or which may affect the performance of the services.															
35. Has your company been disbarred and or suspended in doing business within the United States? If so, please list what states, the reason for debarment and/or suspension and it's effective dates.															
<p>36. Please indicate the level of support your company will offer on this contract category.</p> <p><b><u>If your company is notified of a Bid or Request for Proposal being issued by a CPC participating agency in lieu of using the CPC contract, the Bid/RFP pricing you submit will be one of the following (check only one box):</u></b></p> <p>Individual entities can include specific schools or cities/counties. Other purchasing consortiums can include state purchasing cooperatives and large national purchasing cooperatives.</p>	<table border="1"> <tr> <td data-bbox="493 1283 565 1371"></td> <td data-bbox="565 1283 1546 1371">Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <i><b>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</b></i></td> </tr> <tr> <td data-bbox="493 1371 565 1440"></td> <td data-bbox="565 1371 1546 1440">CPC prices shall be two percent (2%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="493 1440 565 1509"></td> <td data-bbox="565 1440 1546 1509">CPC prices shall be three percent (3%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="493 1509 565 1579"></td> <td data-bbox="565 1509 1546 1579">CPC prices shall be four percent (4%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="493 1579 565 1648"></td> <td data-bbox="565 1579 1546 1648">CPC prices shall be five percent (5%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="493 1648 565 1717"></td> <td data-bbox="565 1648 1546 1717">CPC prices shall be ten percent (10%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="493 1717 565 1787"></td> <td data-bbox="565 1717 1546 1787">Other</td> </tr> </table> <p>If OTHER, please explain how the pricing submitted differs from individual entities or other purchasing consortiums:</p>		Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <i><b>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</b></i>		CPC prices shall be two percent (2%) lower than our best price to individual entities.		CPC prices shall be three percent (3%) lower than our best price to individual entities.		CPC prices shall be four percent (4%) lower than our best price to individual entities.		CPC prices shall be five percent (5%) lower than our best price to individual entities.		CPC prices shall be ten percent (10%) lower than our best price to individual entities.		Other
	Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <i><b>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</b></i>														
	CPC prices shall be two percent (2%) lower than our best price to individual entities.														
	CPC prices shall be three percent (3%) lower than our best price to individual entities.														
	CPC prices shall be four percent (4%) lower than our best price to individual entities.														
	CPC prices shall be five percent (5%) lower than our best price to individual entities.														
	CPC prices shall be ten percent (10%) lower than our best price to individual entities.														
	Other														

<p>37. If awarded, how many staff members will be dedicated to working directly with CPC's participating agencies? How many staff members will be dedicated to sales, delivery, installation, training, maintenance and support? Of those mentioned, please include the average tenure in their job duties.</p>	
<p>38. Please explain the certifications and/or trainings your installers possess and adhere to.</p>	
<p>39. List the products and services that your company normally performs with its' own forces.</p>	
<p>40. Subcontractors. List the products and services that will be provided by subcontractors.</p> <p>How does your company plan to educate the subcontractor(s) on staying compliant with the terms and conditions of the RFP/contract.</p>	
<p>41. At times there are issues with installation personnel adhering to the rules and regulations of the agency (i.e. no smoking on grounds, keeping grounds free of debris). Please describe what measures are taken to ensure all agencies' rules and regulations are kept.</p>	
<p>42. Describe your company's quality assurance and control process for products and services that will be provided to CPC and its participating agencies under this RFP.</p>	
<p><b><i>Assessment, Design &amp; Layout</i></b></p>	
<p>43. Assessment, Design and Layout: Please describe how your company would work with a participating agency to assess and design a flooring concept? How do you match flooring to the needs of the agency? What factors are considered when working with an agency?</p> <p>Please note any costs associated with assessment, design and layout in Form C – Pricing Schedule.</p>	
<p>44. Describe all delivery and installation services that your company offers.</p>	
<p>45. Describe any assessment, design and layout services that your company offers.</p>	
<p>46. Describe the sales process that your company would take with an educational agency (i.e. school)? Will this process</p>	

<p>differ from a city, county or nonprofit agency? If so, please describe both processes.</p>	
<p>47. Explain the process, from placing the order and until the order is delivered to the CPC participating agency, to include, but not limited to delivery, shipment from manufacturers, installation and training.</p>	
<b><i>Delivery &amp; Installation</i></b>	
<p>48. Inventory: where are your company's distribution hubs located? What is the service/fill rate of inventory from those locations?</p>	
<p>49. At times there are issues with service and/or deliveries. Please describe your process for addressing issues with participating agencies.</p>	
<p>50. Describe the examination, preparation, installation, and cleaning process that your company provides as a turnkey flooring solution.</p>	
<p>51. Installation Teams: Please describe the duties of your installation teams, project roles, and any applicable certifications your installers hold.</p>	
<p>52. Please describe your warranty process and/or any protection plans that your company may offer participating agencies. Please note, all extended warranty options (other than standard warranties) and protection plans must be noted in Form C - Pricing Schedule - Services.</p>	
<p>53. Describe your training programs, including a description of the type of documentation that will be provided, how training will be conducted and how various shifts will be accommodated.</p>	
<b><i>Miscellaneous</i></b>	
<p>54. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	
<p>55. List any exceptions that your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:</p> <ul style="list-style-type: none"> <li>• RFP section number and page number</li> <li>• Describe the exception</li> <li>• Explanation of why this is an issue</li> </ul>	

- Proposed alternative to meet the needs of CPC

**References**

56. Please provide three references that have purchased products and/or services that are applicable to the scope of this RFP. A contact name, phone number and email will be required.

**Any reference that cannot be confirmed will result in loss of points.**

<b>Reference #1 - Company Name:</b>	
<b>Product/Service Purchased:</b>	
<b>Year of Purchase:</b>	
<b>Reference Contact</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Reference #2 - Company Name:</b>	
<b>Product/Service Purchased:</b>	
<b>Year of Purchase:</b>	
<b>Reference Contact</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Reference #3 - Company Name:</b>	
<b>Product/Service Purchased:</b>	
<b>Year of Purchase:</b>	
<b>Reference Contact</b>	
<b>Phone Number</b>	
<b>Email Address</b>	



# Form C - 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:**

- C.1 - Base Pricing**
- C.2 - Volume Discounts**
- C.3 - State Multiplier**

### **C.1 - Category/Manufacturer Discount - *required***

*Complete the form for all flooring products, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested.*

### **C.2 - Volume Discounts - *optional***

*Complete the form for all additional volume discounts that your company is offering to participating agencies based on the size of the project.*

### **C.3 - State Multiplier - *required***

*Enter the multiplier/factor to be applied to the base product cost provided to arrive at the net member price for the product on C.3.*

# Form C.1 - Base Pricing

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all flooring products, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to participating agencies in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. In the tab marked C.3 - State Multiplier, enter the multiplier to be added, if any, to the base bid price to calculate that particular state's bid price. Additional rows may be added. Please note this is a **required form**.

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

**REQUIRED FORM**

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Cost Factors</b>						
Performance and payment bond - bonding rate (percent of project)			Percent			\$ -
Bonding capacity - total amonth of capacity available			Dollar Amount			
CPC discounts offered on individual manufacturer's published price			Percent			
Alternative methods of costing - percent of overhead/markup to cost			Percent			
<b>Installation of New or Replacement Maple Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project. A complete quoted system shall include: vapor barrier, subfloor materials, maple, installation, sanding, two (2) coats of sealer, and two (2) coats of finish.</b>						
<b>Resilient Pre-Engineered Fixed Panel System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Double Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper w/ Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Basket Weave Systems</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Basket Weave w/ Pads System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Installation of New or Replacement Synthetic Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project.</b>						
<b>Synthetic Flooring</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Taping, Painting &amp; Line Striping</b>						
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
<b>Plywood Subfloor Repair or Replacement for:</b>						
Resilient Pre-Engineered Fixed Panel System			Per Sq. Ft.			\$ -
Resilient Fixed Plywood Sleeper With Continuous Floor System			Per Sq. Ft.			\$ -
Double Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper and Sleeper with Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper Floor System			Per Sq. Ft.			\$ -
Basket Weave Systems			Per Sq. Ft.			\$ -
Basket Weave with Pads System			Per Sq. Ft.			\$ -
<b>Floor Prep and Removal Services to Include Labor and Materials</b>						
Vapor Barrier			Per Sq. Ft.			\$ -
Hardwood Floor and Subfloor Removal			Per Sq. Ft.			\$ -
Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Non-Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Disposal of construction or demolition materials			Per Sq. Ft.			\$ -
<b>Repair &amp; Renovation of Floorin to Include Hardwood Flooring, Materials, and Labor</b>						
Solvent base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Solvent base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Water base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Water base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Cost to apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
<b>Floor Refinishing - Cost Per Coat or Application</b>						
Solvent Base Product - refinish existing hardwood			Per Sq. Ft.			\$ -
Solvent Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - refinish existing hardwood floors			Per Sq. Ft.			\$ -
Water Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
<b>Periodic Cleaning &amp; Recoating</b>						
Solvent Base Product - periodic scrub and recoating of hardwood gymnasium floors			Per Sq. Ft.			\$ -
Water Base Product - periodic scrub and recoat of hardwood floors			Per Sq. Ft.			\$ -
<b>Repair &amp; Renovation and/or Refinishing of Stage Floor</b>						
Solvent Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Solvent Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -
Water Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -
Water Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Water Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -
<b>Materials and Labor to Install the Following:</b>						
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
<b>Labor Only to Apply Owners Supplied Materials</b>						
Solvent Based Stains and Sealers			Per Sq. Ft.			\$ -
Water Based Stains and Sealers			Per Sq. Ft.			\$ -
Wall cove base			Linear Ft.			\$ -
Outside corners			Each			\$ -
Aluminum thresholds (5")			Linear Ft.			\$ -
Aluminum thresholds (6")			Linear Ft.			\$ -
Aluminum thresholds (7")			Linear Ft.			\$ -
Aluminum thresholds (8")			Linear Ft.			\$ -
<b>Other Accessories and/or Materials</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

## Form C.2 - Volume Discounts

\*Please note this workbook has multiple tabs.

**Instructions.** Please complete the form below if your company is offering additional discounts on a purchase of hardwood or synthetic flooring beyond the pricing offered in Form C.1 - Base Pricing. Please note that the pricing listed on this form is considered the Net Price to Member. If a multiplier/factor has been listed in Form C.3 - State Multiplier, that factor will be applied to the offered volume pricing found on this form. Please note this is an **optional form**.

**Responding Company's Name:**

**OPTIONAL FORM**

Type of System	Cost Per Sq. Ft. for 6,000 to 8,000 Sq. Ft.	Cost Per Sq. Ft. for 8,000 to 10,000 Sq. Ft.	Cost Per Sq. Ft. for 10,000 to 12,000 Sq. Ft.	Cost Per Sq. Ft. for 12,000 to 14,000 Sq. Ft.	Cost Per Sq. Ft. for 14,000 to 16,000 Sq. Ft.	Cost Per Sq. Ft. for 16,000 to 18,000 Sq. Ft.	Cost Per Sq. Ft. for 18,000+ Sq. Ft.
<b>Resilient Pre-Engineered Fixed Panel Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Double Plywood Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Sleeper Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Sleeper w/ Plywood Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Basket Weave Systems</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Basket Weave w/ Pads System</b>							
First grade hard Maple - 25/32" x 1 1/2"							
First grade hard Maple - 25/32" x 2 1/4"							
Second grade hard Maple - 25/32" x 1 1/2"							
Second grade hard Maple - 25/32" x 2 1/4"							
Third grade hard Maple - 25/32" x 1 1/2"							
Third grade hard Maple - 25/32" x 2 1/4"							
<b>Synthetic Flooring</b>							

# Form C.3 - State Multiplier

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

**Instructions.** For each of the states listed below, provide your multiplier/factor to be applied to the base product cost provided to arrive at the price for the product. For further clarification, please review the Standard Terms and Conditions found in the Technical Specifications of this RFP.

**Responding Company's Name:** 0

**REQUIRED FORM**

Project types		North Dakota Multiplier	South Dakota Multiplier
		0.00%	0.00%
Non-prevailing wage project:			
Prevailing wage project:			
Davis Bacon wage project:			

# Form D - Subcontractor Utilization

RFP Name: \_\_\_\_\_

RFP Number: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

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

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: \_\_\_\_\_

## **Form E - Uniform Guidance “EDGAR” Certification Form** **2 CFR Part 200**

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 and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, the Cooperative Purchasing Connection (CPC) will consider and may list the response as the vendors is unable to comply. A “No” response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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### **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 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 not year provided as the date of termination, 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 effected 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.

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### **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.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 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, 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, 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](http://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 USC 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 or she is otherwise entitled.

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#### **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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week 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 work week. The requirements of the 40 USC 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.

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#### **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.

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## **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, 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.

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## **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 CPC 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 statutory or regulatory authority other than Executive Order 12549.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 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 USC 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.

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## **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 recover, 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, 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 vendors 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.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards		
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		

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By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Form F – Contract Offer & Award

## OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all 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 of 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 Cooperative Purchasing Connection 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 until a contract has been signed by both parties.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contract Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE COOPERATIVE PURCHASING CONNECTION

Contract Term: It is the Cooperative Purchasing Connection's intent to award a contract for Outdoor Furniture and Site Furnishings. The contract term may be renewed annually, up to three (3) additional terms.

\_\_\_\_\_  
CPC Authorized Signature

18.4 – HSF  
Contract Number

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## Form G – Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Please take a moment to review the checklist provided 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:**

Document Title	How to be Submitted
Performance Bond of \$XX,XXX (Copy)	Submit as PDF.
Form A – Addendum Acknowledgement – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form B – Questionnaire – Name of Company	Submit as a Word document
Form C – Pricing Schedule – Name of Company	Submit as an Excel document
Form D – Subcontractor Utilization Form – Name of Company	Submit as a PDF.
Form E – Uniform Guidance EDGAR Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form F – Contract Offer and Award – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form G – Proposal Checklist – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form H – Assurance of Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>

**IMPORTANT: Forms MUST be submitted electronically in the format indicated for the proposal to receive consideration. MS Word documents with inserted images of completed documents will not be accepted. Please double check your uploaded documents for completion prior to submission.**

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

\_\_\_\_\_  
Date

# Form H – Assurance of Compliance

## Construction & Installation

The respondent has carefully checked the accuracy of all items including description, price per unit, and listed total price per item in this proposal. In addition, the respondent accepts the general provisions of the proposal, including delivery timelines, and all responsibilities of delivery as outlined.

The respondent is aware of any detailed and special conditions. This form establishes the minimum criteria that a “responsible contractor” must meet to be awarded a contract resulting from this solicitation, this criteria includes:

- Compliance with workers’ compensation and unemployment compensation requirements, registration with the Department of Revenue and DEED, and has a valid federal tax identification number (or Social Security number, if an individual);
- Compliance with: minimum wages, overtime, prevailing wages, timely payment of wages to employees, no misrepresentation of employment relationship, Fair Labor Standards Act, and U.S. federal prevailing wage, all according to existing statutes, and the bill specifies when a violation occurs;
- Compliance with (an no violations in past three years) of 181.723 (independent contractors); and chapter 326B (construction codes and licensing);
- No current tax liens or tax delinquencies;
- Not currently debarred by the federal government, the state, or a municipality;
- Subcontractors or vendors the awarded vendor(s) intends to use have verified that they meet the clauses mentioned above.

CPC members are not obligated to verify any of the information in the contractor certification and have no liability if they reasonably rely on the certification statement in awarding the contract, or if they decline to award the contract based on a reasonable determination that the awarded vendor(s)/contractor failed to verify compliance.

In submitting this proposal, it is understood that the respondent is submitting a signed statement under oath verifying the respondent as a “responsible contractor”. CPC reserves the right to reject any or all proposals, and it is agreed that this proposal may not be withdrawn during a period of one hundred-twenty (120) days from the time of the opening date.

Company Name: \_\_\_\_\_

Authorized Agent’s Signature: \_\_\_\_\_

Agent’s Name (printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - RFP #18.4 - Hardwood & Synthetic Flooring Closed Notification  
**Date:** Thursday, December 7, 2017 10:00:08 AM

---

Lisa M Truax:

The bid RFP #18.4 - Hardwood & Synthetic Flooring has closed on Dec 7, 2017 9:00:00 AM MST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=86764>

Thank you for using Public Purchase.

MK= rTvmT5+OIJVXFkx7QuXB3A==



## Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

18.4

Bid Title

Hardwood & Synthetic Flooring

Vendor Name	State	Date	Email	Reason
2nd Wind Exercise Equipment Inc	MN	2017-11-07 09:07:38	aschowalter@2ndwindexercise.com	Bid Notification
Acoustical Surfaces Inc	MN	2017-11-07 09:07:38	garrett@acousticalsurfaces.com	Bid Notification
A & K Construction	WI	2017-11-07 09:07:38	rsherley@aandkbuilding.com	Bid Notification
Bill Fritz Sports Corporation	NC	2017-11-07 09:07:38	bfritz@billfritzsports.com	Bid Notification
Dynamic sports Construction, Inc.	TX	2017-11-07 09:07:38	melissa@dynamicssportsconstruction.com	Bid Notification
Dynamic Sports Construction, Inc.	TX	2017-11-07 09:07:38	janisv@dynamicssportsconstruction.com	Bid Notification
Fibrwrap Construction Services, Inc.	IL	2017-11-07 09:07:38	kevin@fibrwrapconstruction.com	Bid Notification
Flaghouse	NJ	2017-11-07 09:07:38	john.holt@flaghouse.com	Bid Notification
FLR Sanders, Inc.	MN	2017-11-07 09:07:38	lhollister@flrsanders.com	Bid Notification
Game Time Sports Systems, LLC	IL	2017-11-07 09:07:38	d.stern@gametimesportssystem.com	Bid Notification
Haldeman Homme	MN	2017-11-07 09:07:38	pfedje@andersonladd.com	Bid Notification
Haldeman Homme	MN	2017-11-07 09:07:38	srivard@andersonladd.com	Bid Notification
HD SUPPLY FACILITIES MAINTENANCE, LTD.	CA	2017-11-07 09:07:38	HDS-FMBIDS@HDSUPPLY.COM	Bid Notification
Interstate Companies Inc	WY	2017-11-07 09:07:38	jeff.singer@istate.com	Bid Notification
JWood Sports Flooring	WI	2017-11-07 09:07:38	caj.jwood@gmail.com	Bid Notification
Kiefer U.S.A.	IL	2017-11-07 09:07:38	estimating@kieferusa.com	Bid Notification
K&K Fabrication, Inc.	MN	2017-11-07 09:07:38	tom@kkfab.com	Bid Notification
Legacy Building Solutions, Inc.	MN	2017-11-07 09:07:38	tjurek@legacybuildingsolutions.com	Bid Notification
MJK Construction, Inc.	WY	2017-11-07 09:07:38	michaeljk@vcn.com	Bid Notification
Nasco	WI	2017-11-07 09:07:38	quotes@enasco.com	Bid Notification
Nilfisk, Inc.	MN	2017-11-07 09:07:38	tina.barthel@nilfisk.com	Bid Notification
Practice Sports, Inc.	NE	2017-11-07 09:07:38	chad@practicesports.com	Bid Notification
Promaxima Mfg. Ltd.	TX	2017-11-07 09:07:38	order@promaxima.com	Bid Notification
PUSH PEDAL PULL	SD	2017-11-07 09:07:38	tpedersen@pushpedalpull.com	Bid Notification
Pyramid Paper Company	FL	2017-11-07 09:07:38	biddept@pyramidsp.com	Bid Notification
Rocking-O Buildings & Livestock Equipment	IA	2017-11-07 09:07:38	rocking-o@outlook.com	Bid Notification
Rocky Mountain Recreation LLC	ID	2017-11-07 09:07:38	rockymountainrecreationllc@gmail.com	Bid Notification
Royal Media Network	MD	2017-11-07 09:07:38	jojo@royalimagingolutions.com,eddie@royalimagingolutions.com,jay.rick@royalimagingolutions.com,arlyn@royalimagingolutions.com,james@royalimagingolutions.com,fred@royalimagingolutions.com,ron@royalimagingolutions.com	Bid Notification
Royal Media Network Inc.	MD	2017-11-07 09:07:38	lorence@royalimagingolutions.com	Bid Notification
Shaw Industries, Inc.	GA	2017-11-07 09:07:38	julia.hall@shawinc.com	Bid Notification
Southern Minnesota Inspection Co	MN	2017-11-07 09:07:38	cplonske@southernminnesotainspection.com	Bid Notification
SwedeBro, Inc.	MN	2017-11-07 09:07:38	chanson@swedebro.com	Bid Notification
The J Paul Company	TX	2017-11-07 09:07:38	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN	2017-11-07 09:07:38	bids@gophersport.com	Bid Notification
Weis Builders, Inc	MN	2017-11-07 09:07:38	scottfenske@weisbuilders.com	Bid Notification
West Plains Engineering, Inc.	SD	2017-11-07 09:07:38	mike.sigman@westplainsengineering.com	Bid Notification

# Access Report

Agency

Cooperative Purchasing Connection

Bid Number

18.4

Bid Title

Hardwood & Synthetic Flooring

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Norcostco Inc	2017-11-12 09:34 PM CST	2017-11-12 09:34 PM CST		
JWood Sports Flooring	2017-11-15 10:06 AM CST	2017-11-15 10:17 AM CST	Form H - Assurance of Compliance Construction.pdf Form D - Subcontractor Utilization.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form A - Addendum Acknowledgement.pdf Form C - Pricing Schedule.xlsx RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Kiefer U.S.A.	2017-11-08 08:32 AM CST	2017-11-08 08:44 AM CST	Form C - Pricing Schedule.xlsx RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Shaw Industries, Inc.	2017-11-07 10:21 AM CST	2017-11-07 12:45 PM CST	Form H - Assurance of Compliance Construction.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form D - Subcontractor Utilization.pdf Form C - Pricing Schedule.xlsx Form A - Addendum Acknowledgement.pdf Form B - Questionnaire.docx RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Dynamic sports Construction, Inc.	2017-11-07 10:15 AM CST	2017-12-06 02:09 PM CST	RFP 18.4 - Hardwood & Synthetic Flooring.pdf Form H - Assurance of Compliance Construction.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form D - Subcontractor Utilization.pdf Form C - Pricing Schedule.xlsx Form B - Questionnaire.docx Form A - Addendum Acknowledgement.pdf	2017-12-06 02:03 PM CST
Nasco	2017-11-07 10:16 AM CST	2017-11-07 10:17 AM CST		
SO	2017-11-08 04:37 AM CST	2017-11-10 09:11 PM CST	RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Dodge Data & Analytics	2017-11-10 06:45 AM CST	2017-11-10 06:45 AM CST		
FLR Sanders, Inc.	2017-11-07 10:32 AM CST	2017-12-07 09:41 AM CST	Form H - Assurance of Compliance Construction.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form D - Subcontractor Utilization.pdf Form C - Pricing Schedule.xlsx Form B - Questionnaire.docx Form A - Addendum Acknowledgement.pdf RFP 18.4 - Hardwood & Synthetic Flooring.pdf	2017-12-07 09:38 AM CST
Birddog Consulting	2017-11-21 02:38 PM CST	2017-11-21 02:38 PM CST		
Onvia	2017-11-07 01:32 PM CST	2017-11-22 05:59 AM CST	Form H - Assurance of Compliance Construction.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form D - Subcontractor Utilization.pdf Form C - Pricing Schedule.pdf Form B - Questionnaire.pdf Form A - Addendum Acknowledgement.pdf RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Royal Media Network	2017-11-07 10:09 AM CST	2017-11-07 10:09 AM CST		
JDR Management	2017-11-26 11:55 PM CST	2017-12-01 05:01 PM CST	Form D - Subcontractor Utilization.pdf RFP 18.4 - Hardwood & Synthetic Flooring.pdf Form G - Proposal Checklist w Construction.pdf Form C - Pricing Schedule.xlsx Form A - Addendum Acknowledgement.pdf Form B - Questionnaire.docx Form H - Assurance of Compliance Construction.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form F - Contract Offer & Award.pdf	

Advanced Starlight International	2017-11-15 12:20 PM CST	2017-11-20 07:42 AM CST	Form H - Assurance of Compliance Construction.pdf Form G - Proposal Checklist w Construction.pdf Form F - Contract Offer & Award.pdf Form E - Uniform Guidance EDGAR Compliance.pdf Form D - Subcontractor Utilization.pdf Form C - Pricing Schedule.pdf Form B - Questionnaire.pdf Form A - Addendum Acknowledgement.pdf RFP 18.4 - Hardwood & Synthetic Flooring.pdf	
Haldeman Homme	2017-11-07 10:27 AM CST	2017-11-07 10:27 AM CST	RFP 18.4 - Hardwood & Synthetic Flooring.pdf	

# Opening Record

## RFP 18.4 - Hardwood & Synthetic Flooring

December 7, 2017

Date

11:18 AM CT

Time

<b>Company Responding</b>	<b>Dynamic Sports Construction, Inc</b>	<b>FLR Sanders, Inc.</b>	
<b>Copy of Bid Bond</b>	X	X	
<b>Form A - Addendum Acknowledgement</b>	X	X	
<b>Form B - Questionnaire</b>	X	X	
<b>Form C - Pricing</b>	X	X	
<b>Form D - Subcontractor Utilization Form</b>	X	X	
<b>Form E - Uniform Guidance "EDGAR"</b>	X	X	
<b>Form F - Contract Offer &amp; Award</b>	X	X	
<b>Form G - Proposal Checklist</b>	X	X	
<b>Form H - Assurance of Compliance</b>	X	X	
<b>Other:</b>		<b>ND Contractors License</b>	
<b>Notes:</b>	<b>Pricing Form &amp; Questionnaire submitted as PDF.  Synthetic Flooring only.</b>	<b>Questionnaire submitted as PDF.  System Flooring Info Sheets &amp; Specs.</b>	
<b>Qualified Respondent:</b>	<b>Yes</b>	<b>Yes</b>	

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Dynamic Sports Construction, Inc.

301 Sonny Drive, Leander, TX 78641

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306 - 3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Cooperative Purchasing Connection

1001 E. Mount Faith Ave., Fergus Falls, MN 56537

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100

Dollars (\$ 5,000 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP 18.4 - Hardwood & Synthetic Flooring

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of December, 2017

Attest:

By: Melina

(Witness)

Dynamic Sports Construction, Inc.

(Principal)

(Seal)

By: Wm, President

(Title)

Witness:

By: Amy Coonts

Amy Coonts, Surety Witness (Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: Sheryll Shaw

Attorney-in-Fact Sheryll Shaw

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



1705 17th Street, Suite 100  
Denver, CO 80202  
Phone 303.534.4567

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Bradley J Jeffress; Brandi J Tetley; Jennifer L Clampert; Kristen L McCormick; Michael Lischer Jr;  
Nicole L McCollam; Robert J Reiter; Robert L Cohen; Sarah Finn; Sheryll Shaw; Sue E Wood

of Denver and State of Colorado their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**THREE MILLION (\$3,000,000.00) DOLLARS**

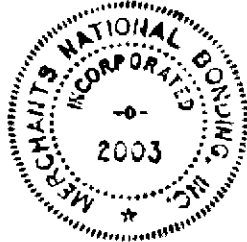
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of February, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 25th day of February, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of December, 2017



William Warner Jr.  
Secretary

## Form A – Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement 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.

**Acknowledgement:** 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):

- Addendum No. 1  
 Addendum No. 2  
 Addendum No. 3  
 Addendum No. 4

- Addendum No. 5  
 Addendum No. 6  
 Addendum No. 7  
 Addendum No. 8

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

---

Authorized Signature


---

Date

---

**If NO addenda were issued:**

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

  
Authorized Signature

12.6.17

---

Date

## Form B – Questionnaire

**Instructions.** Please complete the questionnaire below by placing your company's answers in the correlating response column.

**Responding Company's Name: Dynamic Sports Construction, Inc.**

Questions	Response
<b>Vendor Information</b>	
1. Provide your company contact information.	Company Name: Dynamic Sports Construction, Inc. Address: 301 Sonny Dr. City, State Zip: Leander, TX 78641 Phone: 512-260-6722 Toll Free Customer Number: 1-800-517-0015
2. Provide the following company contacts that will be working with this contract if awarded. Include name, email and phone number: <ul style="list-style-type: none"> <li>• General Manager</li> <li>• Contract Manager</li> <li>• Sales Manager</li> <li>• Customer Service Manager</li> <li>• Account Manager(s)</li> </ul>	General Manager, Sales Manager and Account Manager: Robert Wolessky <a href="mailto:bobw@dynamicsportsconstruction.com">bobw@dynamicsportsconstruction.com</a> 512-260-6722 Contract Manager: Melissa Lowdermilk: <a href="mailto:melissa@dynamicsportsconstruction.com">melissa@dynamicsportsconstruction.com</a> 512-260-6722 Customer Service: Marilyn Stones: <a href="mailto:accounting@dynamicsportsconstruction.com">accounting@dynamicsportsconstruction.com</a> 512-260-6722
3. Who will be responsible for receiving updated membership lists? Include name, email and phone number.	Melissa Lowdermilk: <a href="mailto:melissa@dynamicsportsconstruction.com">melissa@dynamicsportsconstruction.com</a> 512-260-6722
4. Who will be responsible for submitting sales reports and payment of administrative fees to CPC? Include name, email and phone number.	Melissa Lowdermilk: <a href="mailto:melissa@dynamicsportsconstruction.com">melissa@dynamicsportsconstruction.com</a> 512-260-6722
5. Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number.	Melissa Lowdermilk: <a href="mailto:melissa@dynamicsportsconstruction.com">melissa@dynamicsportsconstruction.com</a> 512-260-6722
<b>Qualifications &amp; Experience</b>	
6. Provide a brief background of your organization, including the year it was founded (1-2 paragraph max.).	Since its founding on January 13, 2004, Dynamic Sports Construction, Inc. ("Dynamic") has amassed an impressive list of functional, and custom athletic surfaces which include basketball/volleyball courts, gymnasiums, cafeterias, weight/yoga/dance rooms, multipurpose rooms, indoor and outdoor running tracks, tennis courts and more. Dynamic has had the same owners since inception and uses full time employees on each job.
7. Provide a brief background of the products/services you provide and how you see a partnership being implemented with schools, higher education, cities, counties, and nonprofits (1-2 paragraphs max.).	Dynamic's many satisfied clients consist of private schools, public schools, universities, city governments, churches, recreation centers, and nonprofits. We are excited about every custom installation because we know how green our products are and that they have passed stringent air quality tests. The use of our environmentally friendly products can assist in the attainment of a LEED certification for your projects. Dynamic is also proud to say our sports surfacing products are 100% Made in the USA in an ISO-9001:2000 certified facility. With this partnership, you can be assured you have a clean and healthy environment, the best price offered and great longevity for your athletic surface.
8. Provide evidence of what your organization is doing to remain viable in the	Dynamic is always striving to provide the latest technology and lowest cost to our customers.



hardwood and synectic flooring market.	Dynamic does not engage in high dollar marketing, lavish trade show events or pay for high profile installations. These are costs that add nothing to the quality or value of our product, but rather, drive up the cost to an end user. We are committed to providing quality flooring and great customer service
9. Describe what generally differentiates your company from your key competitors.	Dynamic's products are 100 percent environmentally friendly, safe, free from dangerous heavy metals, and have ultra-low VOC's. Dynamic is an ethically-run company with great Customer Service. In addition, our employees have solid expertise in their respective areas. We are not a dealer of sports surfacing
10. Please describe your customer retention (i.e. customers who are served that continue to be repeat customers).	Dynamic ensures every customer is happy with their project, so it is not out of the ordinary to see them again. Our products are built to last though, so the repeat business may take 10+ years. Dynamic has many repeat customers due to our quality of work and our ability to have one on one interactions with our customers.
11. How many clients/customers does your organization, on average, provide material and/or material and installation services for each year.	On the average, Dynamic provides services, products or installations to over 150 customers per year all across the US.
12. Please identify the areas or regions in North Dakota and South Dakota that your company is not able to service. Please designate why your company is not able to service a particular region and/or state.	We are able to provide service in all regions of North Dakota and South Dakota
13. Please list other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in North Dakota and South Dakota?	We are currently under contract with The Interlocal Purchasing System (TIPS).
14. CPC, as an agency for our participating agencies, will not enter into a contract with vendor that has an existing contract that would be more advantageous than a CPC contract to provide products and services to CPC participating agencies. Provide a list of governmental, educational, or cooperative contracts that your company holds in the states of North Dakota and South Dakota.	none
15. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the states of North Dakota and South Dakota.	We are currently under contract with The Interlocal Purchasing System (TIPS) and Choice Partners .
16. How would a contract with CPC be more advantageous in pricing of products and services compared to other	We are not a dealer of a product. Due to this we are able to recommend what we truly believe to be the best system for each specific application versus having to push what we are limited to selling; Dynamic provides our systems in a single step streamlined method of distribution which allows us to provide even better value to our

governmental, educational, and cooperative contracts your company may have?	customers. Antiquated multi-step methods of distribution do nothing more than add to the cost of a product;
17. Does your company offer any "added value" to CPC and its participating agencies when purchasing through your company? Describe these added value items or unique attribute your company has to offer.	As an added benefit, Dynamic will include a maintenance training session for each installation. In addition, if the agency chooses to pay with a credit card, Dynamic will absorb the credit card processing fee.
18. In comparing previous contracts your company has completed similar to those offered in response to this RFP, do you see any areas where your organization possesses experience, services, personnel, or other service reputation that should be considered with your ability to provide on time quality products, services and other resources that you think should be considered? If yes, fully describe these attributes and resources and how they are utilized to benefit CPC's participating agencies if awarded this contract.	<p>Dynamic was formed in 2004 with a primary purpose of not trying to be all things to all people but rather to be a focused supplier and installer of indoor sports flooring systems. Dynamic's business plan (which has remained unchanged since our inception almost 13 years ago) is to supply and install our systems in a streamlined single step method of distribution that utilizes our own regionally based employee crews to perform our work. It is not Dynamic's goal or desire to have a large sales force to call on customers but rather to have a very deep and experienced installation team that is located regionally.</p> <p>Simply put Dynamic's business model is based upon putting our resources and energy into our installation expertise so that we are able to supply our products on a consistent basis and with great service if an issue does arise after we are complete. Dynamic will always get outsold by our competition (which we are not embarrassed about) but we are confident we are able to provide products, solutions and innovation that others cannot match.</p>
19. Please 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).	none
<b>Marketing &amp; Partnership</b>	
20. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	Dynamic would continue to be your ethical and economical choice in this specialized market. Dynamic is not a distributor, but rather sells our own flooring and track products as part of our single step streamlined method of distribution. Sales and marketing strategies would include marketing at trade shows and on our websites.
21. Does your company market directly to potential customers? If so, how?	Yes, by the use of our website and at trade shows
22. Does your company have a dedicated marketing person/team with which CPC can communicate and obtain marketing materials and images? If so, please include their contact information in your response.	Melissa Lowdermilk can provide marketing materials, brochures, samples, or any images needed. She can be reached at <a href="mailto:Melissa@dynamicssportsconstruction.com">Melissa@dynamicssportsconstruction.com</a> or at the main number 512-260-6722.

23. Is your company willing to provide printed copies of marketing materials to our regional CPC representatives?	Yes, Dynamic has a vast array of professional product brochures available for the DynaSport® line that may be shared with your regional CPC representatives. Some of our products include: DynaCourt®, DynaForce®, DynaTurf®, DynaFit™, DynaSelect™, DynaSteed™, DynaFlex®, DynaDeco™, and more. You may also visit our website at <a href="http://www.dynamicsportsconstruction.com">www.dynamicsportsconstruction.com</a> for more information.
24. Does your company have the ability to participate in conference tradeshows in North Dakota and South Dakota? If so, how does your company plan to position the CPC contract at those tradeshows, if awarded? Please list any conference tradeshows that you've attended in those states within the last three years.	Dynamic has the ability to participate in conference tradeshows in Minnesota, North Dakota and South Dakota if desired.  If awarded, Dynamic would display evidence of a partnership with CPC.  Dynamic has not attended any conference trade shows in Minnesota, North Dakota and South Dakota during the last three years.
25. Is your company available for educational presentations at each of the regional service cooperatives?	Yes, One of our knowledgeable employees would be able to give educational presentations at each of the regional service cooperatives with advance notice.
26. Please describe how your company will position this contract to CPC's participating agencies, if awarded.	If awarded this contract, Dynamic would proudly advise CPC's participating agencies about our partnership agreement.
27. If awarded, how does your company plan to inform and train your account managers, financial/reporting personnel, sales and customer service representatives on the details and promotion of the contract?	If awarded the contract, Dynamic will ensure the necessary employees are fully trained in all aspects of this partnership.
28. If awarded, how does your company plan to deploy this contract within your sales team and communicate the value to agencies in the Dakotas?	Dynamic, will let all our customers in the Dakotas know that we are part of CPC as well as advise them to our website that will information about CPC. We will be able to attend local trade shows that we will be able to also advise our customers about CPC.
<b>Financials &amp; Level of Support</b>	
29. What are your payment terms?	Net 30
30. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?	Yes, Dynamic accepts credit and procurement cards for the payment of products and services. There is no fee passed on to the user. Dynamic absorbs the related fees for credit card processing.
31. Does your company offer any prompt payment discounts? If so, please describe.	Dynamic does not offer any prompt payment discounts at this time.
32. Please list the percentage of your revenue that is derived from the following:	Hardwood: 0% Synthetic: 70% Service & Maintenance: 5%

<ul style="list-style-type: none"> <li>• Hardwood Flooring Sales</li> <li>• Synthetic Flooring Sales</li> <li>• Service &amp; Maintenance</li> </ul>																								
<p>33. Please provide your company's last three years total gross sales to agencies within CPC's service area.</p>		<table border="1"> <thead> <tr> <th></th> <th>2015</th> <th>2016</th> <th>2017 YTD</th> </tr> </thead> <tbody> <tr> <td>K-12</td> <td>600</td> <td>37,491</td> <td>0</td> </tr> <tr> <td>Higher Ed</td> <td>34,590</td> <td>4,171</td> <td>0</td> </tr> <tr> <td>Cities/Counties/OGAs</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Total</td> <td>35,190</td> <td>41,662</td> <td>0</td> </tr> </tbody> </table>		2015	2016	2017 YTD	K-12	600	37,491	0	Higher Ed	34,590	4,171	0	Cities/Counties/OGAs	0	0	0	Total	35,190	41,662	0		
	2015	2016	2017 YTD																					
K-12	600	37,491	0																					
Higher Ed	34,590	4,171	0																					
Cities/Counties/OGAs	0	0	0																					
Total	35,190	41,662	0																					
<p>34. 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? If so, please document thoroughly and list any contract in which your company and any subcontractors have been found guilty or liable, or which may affect the performance of the services.</p>	no																							
<p>35. Has your company been disbarred and or suspended in doing business within the United States? If so, please list what states, the reason for debarment and/or suspension and it's effective dates.</p>	no																							
<p>36. Please indicate the level of support your company will offer on this contract category.</p> <p><b><u>If your company is notified of a Bid or Request for Proposal being issued by a CPC participating agency in lieu of using the CPC contract, the Bid/RFP pricing you submit will be one of the following (check only one box):</u></b></p> <p>Individual entities can include specific schools or cities/counties. Other purchasing consortiums can include state</p>	<p>Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <b><i>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</i></b></p> <p>CPC prices shall be two percent (2%) lower than our best price to individual entities.</p> <p>CPC prices shall be three percent (3%) lower than our best price to individual entities.</p> <p>X CPC prices shall be four percent (4%) lower than our best price to individual entities.</p> <p>CPC prices shall be five percent (5%) lower than our best price to individual entities.</p> <p>CPC prices shall be ten percent (10%) lower than our best price to individual entities.</p> <p>Other</p> <p>If OTHER, please explain how the pricing submitted differs from individual entities or other purchasing consortiums:</p>																							

purchasing cooperatives and large national purchasing cooperatives.	
<b>Project Personnel</b>	
37. If awarded, how many staff members will be dedicated to working directly with CPC's participating agencies? How many staff members will be dedicated to sales, delivery, installation, training, maintenance and support? Of those mentioned, please include the average tenure in their job duties.	Dynamic is able to manage and staff all projects successfully as it has the benefit of using full time employees not subcontractors. Dynamic can dedicate no less than 3 qualified employees to consult with on development and technical issues as well as assist with product selection. All installation teams have over 20 years of combined experience along with the President of the company
38. Please explain the certifications and/or trainings your installers possess and adhere to.	1) Dynamic supplies and installs all of our own products. Dynamic owns all the right to the DynaSport® product line. Dynamic is not a distributor of the products, but rather sells and installs them as part of a single step streamlined method of distribution. All of our Field Personnel have been properly trained to perform work per the specifications and contract.
39. List the products and services that your company normally performs with its' own forces.	We supply and install 100% of our floors with our own certified employees
40. Subcontractors. List the products and services that will be provided by subcontractors.  How does your company plan to educate the subcontractor(s) on staying compliant with the terms and conditions of the RFP/contract.	none
41. At times there are issues with installation personnel adhering to the rules and regulations of the agency (i.e. no smoking on grounds, keeping grounds free of debris). Please describe what measures are taken to ensure all agencies' rules and regulations are kept.	Dynamic's full time employees are trained to conduct themselves in a professional manner adhering to all of the rules and regulations set by the specific project in addition to our own stringent rules of conduct. Dynamic has an established Safety Program in place that all employees must adhere to. In addition, Dynamic has a Drug Free Policy in place that must be followed as well.
42. Describe your company's quality assurance and control process for products and services that will be provided to CPC and its participating agencies under this RFP.	Dynamic Owns all the rights to the DynaSport® flooring system and installs it direct using only our own full-time employee crews – we do not use subcontract installers or sell our system through a multi-step method of distribution. We certify that all of our installation crew employees are approved to install our DynaSport® product line. Also for example: <b>For Example our DynaForce® product has been tested by a 3<sup>rd</sup> party for VOC Emission and LEED Certification for quality control purposes.</b>
<b>Assessment, Design &amp; Layout</b>	

<p>43. Assessment, Design and Layout: Please describe how your company would work with a participating agency to assess and design a flooring concept? How do you match flooring to the needs of the agency? What factors are considered when working with an agency?</p> <p>Please note any costs associated with assessment, design and layout in Form C – Pricing Schedule.</p>	<p>We are not limited to product configurations by exclusivity, dealer or territorial agreements and allows for swift manufacturing and shipping. Dynamic has a broad product portfolio with the ability to help configure and design a facility to not only maximize use but to maintain reasonable installation cost and also allows for product design and development on as needed basis. Our products are 100% made in the USA in an ISO- 9011:2000 certified facility.</p>
<p>44. Describe all delivery and installation services that your company offers.</p>	<p>Dynamic is able to supply and install all types of Synthetic Athletic Surfaces. We work with our manufactures to insure timely delivery and installation of our products.</p>
<p>45. Describe any assessment, design and layout services that your company offers.</p>	<p>We offer inhouse shopping drawings that can be adjusted to the design of your flooring. Drawing can show court layouts, colors, logos, lettering and even events such as four square or hopscotch</p>
<p>46. Describe the sales process that your company would take with an educational agency (i.e. school)? Will this process differ from a city, county or nonprofit agency? If so, please describe both processes.</p>	<p>Dynamic's Sales process is to listen to the needs of the customer and to provide a functional system that cater to those needs. Our sales staff is available throughout all steps, from design to install to answer all of the customers needs. This process does not differ from a city, county or nonprofit agency as all agencies are equal important.</p>
<p>47. Explain the process, from placing the order and until the order is delivered to the CPC participating agency, to include, but not limited to delivery, shipment from manufacturers, installation and training.</p>	<p>Upon confirmation of a contract or PO, the order will be placed one we receive approval of project design layout and colors. Dynamic has materials manufactured specifically for a project, and delivery is coordinated with our manufacture to deliver on site in a timely manner to ensure the project is completed per the contract timeline.</p>
<p><b>Delivery &amp; Installation</b></p>	
<p>48. Inventory: where are your company's distribution hubs located? What is the service/fill rate of inventory from those locations?</p>	<p>Dynamic's inventory hubs are located in:  Central Texas, with a 20% fill rate  Pennsylvania, with a 65% fill rate  Georgia, with a 10% fill rate  St. Louis, Missouri, with a 5% fill rate</p>
<p>49. At times there are issues with service and/or deliveries. Please describe your process for addressing issues with participating agencies.</p>	<p>Dynamic will make every effort to ensure an on-time delivery of materials needed to complete the project in a timely manner. If a delay is anticipated, Dynamic will reach out to their contact at the agency and keep them informed.</p>
<p>50. Describe the examination, preparation, installation, and cleaning process that your company provides as a turnkey flooring solution.</p>	<p>Dynamic's full time employees offer a full service, turnkey solution when providing a quality athletic surface. They handle all of the inspections, site preparation, installation, post-construction items, protection of the surrounding areas, clean up and restoration of the work site to a clean and usable site.</p>
<p>51. Installation Teams: Please describe the duties of your installation teams, project roles, and any applicable</p>	<p>All Dynamic installation teams, including a project foreman, provide onsite project management and installation team supervision.</p> <p>Dynamic foremen possess at a minimum OSHA 10 or OSHA 30 certifications.</p>

<p>certifications your installers hold.</p>					
<p>52. Please describe your warranty process and/or any protection plans that your company may offer participating agencies. Please note, all extended warranty options (other than standard warranties) and protection plans must be noted in Form C - Pricing Schedule – Services.</p>	<p>Warranties are managed from Dynamic's corporate office. Warranty claims are reviewed by a Dynamic Project Manager and coordinated through them. Dynamic Does offer extended warranties, at the request of the owner.</p>				
<p>53. Describe your training programs, including a description of the type of documentation that will be provided, how training will be conducted and how various shifts will be accommodated.</p>	<p>All of Dynamic's installers can demonstrate a thorough knowledge of installation practices in this specialized field and are ready to serve the needs of the agencies at any time. All of our installation teams have over 25 years of combined experience, training on new products are done at our main office in Texas and on the field training.</p>				
<p><b>Miscellaneous</b></p>					
<p>54. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	<p>none</p>				
<p>55. List any exceptions that your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:</p> <ul style="list-style-type: none"> <li>• RFP section number and page number</li> <li>• Describe the exception</li> <li>• Explanation of why this is an issue</li> <li>• Proposed alternative to meet the needs of CPC</li> </ul>	<p>none</p>				
<p><b>References</b></p>					
<p>56. Please provide three references that have purchased products and/or services that are applicable to the scope of this RFP. A contact name, phone number and email will be required.</p> <p><b><u>Any reference that cannot be confirmed will result in loss of points.</u></b></p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Reference #1 – Company Name:</b></p> <p><b>Product/Service Purchased:</b></p> <p><b>Year of Purchase:</b></p> <p><b>Reference Contact</b></p> <p><b>Phone Number</b></p> <p><b>Email Address</b></p> </td> <td style="width: 50%; vertical-align: top;"> <p>Redfield Armory</p> <p>DynaForce</p> <p>2014</p> <p>Shane Jordan</p> <p>605-450-1280</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p><b>Reference #2 – Company Name:</b></p> <p><b>Product/Service Purchased:</b></p> <p><b>Year of Purchase:</b></p> <p><b>Reference Contact</b></p> <p><b>Phone Number</b></p> <p><b>Email Address</b></p> </td> <td style="vertical-align: top;"> <p>Erik Ramstad MS</p> <p>DynaTrack</p> <p>2013</p> <p>Scott Moum</p> <p>701-857-4428</p> <p>Scott.moum@sendit.nodak.edu</p> </td> </tr> </table>	<p><b>Reference #1 – Company Name:</b></p> <p><b>Product/Service Purchased:</b></p> <p><b>Year of Purchase:</b></p> <p><b>Reference Contact</b></p> <p><b>Phone Number</b></p> <p><b>Email Address</b></p>	<p>Redfield Armory</p> <p>DynaForce</p> <p>2014</p> <p>Shane Jordan</p> <p>605-450-1280</p>	<p><b>Reference #2 – Company Name:</b></p> <p><b>Product/Service Purchased:</b></p> <p><b>Year of Purchase:</b></p> <p><b>Reference Contact</b></p> <p><b>Phone Number</b></p> <p><b>Email Address</b></p>	<p>Erik Ramstad MS</p> <p>DynaTrack</p> <p>2013</p> <p>Scott Moum</p> <p>701-857-4428</p> <p>Scott.moum@sendit.nodak.edu</p>
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<p><b>Reference #2 – Company Name:</b></p> <p><b>Product/Service Purchased:</b></p> <p><b>Year of Purchase:</b></p> <p><b>Reference Contact</b></p> <p><b>Phone Number</b></p> <p><b>Email Address</b></p>	<p>Erik Ramstad MS</p> <p>DynaTrack</p> <p>2013</p> <p>Scott Moum</p> <p>701-857-4428</p> <p>Scott.moum@sendit.nodak.edu</p>				

	<b>Reference #3 – Company Name:</b>	University of South Dakota – Dakota Doma
	<b>Product/Service Purchased:</b>	ISS 1000
	<b>Year of Purchase:</b>	2007
	<b>Reference Contact</b>	Jennette Hubert
	<b>Phone Number</b>	605-677-8840
	<b>Email Address</b>	



# Form C.1 - Base Pricing

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all flooring products, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to participating agencies in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. In the tab marked C.3 - State Multiplier, enter the multiplier to be added, if any, to the base bid price to calculate that particular state's bid price. Additional rows may be added. Please note this is a **required form**.

**Responding Company's Name:** Dynamic Sports Construction, Inc.

**REQUIRED FORM**

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Cost Factors</b>						
Performance and payment bond - bonding rate (percent of project)			Percent			\$ -
Bonding capacity - total amount of capacity available			Dollar Amount			
CPC discounts offered on individual manufacturer's published price			Percent			
Alternative methods of costing - percent of overhead/markup to cost			Percent			
<b>Installation of New or Replacement Maple Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project. A complete quoted system shall include: vapor barrier, subfloor materials, maple, installation, sanding, two (2) coats of sealer, and two (2) coats of finish.</b>						
<b>Resilient Pre-Engineered Fixed Panel System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Double Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Sleeper w/ Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Basket Weave Systems</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Basket Weave w/ Pads System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.			\$ -
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.			\$ -
<b>Installation of New or Replacement Synthetic Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project.</b>						
<b>Sythetic Flooring</b>						
DynaForce® 6mm 500-2,500sf			Per Sq. Ft.	\$14.78	5%	\$ 14.04
DynaForce® 8mm 500-2,500sf			Per Sq. Ft.	\$15.04	5%	\$ 14.29
DynaForce® 10mm 500-2,500sf			Per Sq. Ft.	15.28	5%	\$ 14.52
DynaForce® 12mm 500-2,500sf			Per Sq. Ft.	15.54	5%	\$ 14.76
DynaForce® 16mm 500-2,500sf			Per Sq. Ft.	16.85	5%	\$ 16.01
DynaTurf® 2mm resurface 500-2,500sf			Per Sq. Ft.	8.68	5%	\$ 8.25
DynaTurf® 6mm resurface 500-2,500sf			Per Sq. Ft.	9.96	5%	\$ 9.46
DynaFit™ 3/8" 500-2,500sf			Per Sq. Ft.	12.23	5%	\$ 11.62
DynaCourt® 1/4" 500-2,500sf			Per Sq. Ft.	16.78	5%	\$ 15.94
DynaCourt® 9mm 500-2,500sf			Per Sq. Ft.	19.15	5%	\$ 18.19
DynaForce® 6mm 2,501-4,999sf			Per Sq. Ft.	10.11	5%	\$ 9.60
DynaForce® 8mm 2,501-4,999sf			Per Sq. Ft.	10.34	5%	\$ 9.82
DynaForce® 10mm 2,501-4,999sf			Per Sq. Ft.	10.59	5%	\$ 10.06
DynaForce® 12mm 2,501-4,999sf			Per Sq. Ft.	11.81	5%	\$ 11.22
DynaForce® 16mm 2,501-4,999sf			Per Sq. Ft.	11.98	5%	\$ 11.38
DynaTurf® 2mm resurface 2,501-4,999sf			Per Sq. Ft.	5.78	5%	\$ 5.49
DynaTurf® 6mm resurface 2,501-4,999sf			Per Sq. Ft.	6.39	5%	\$ 6.07
DynaFit™ 3/8" 2,501-4,999sf			Per Sq. Ft.	9.11	5%	\$ 8.65
DynaCourt® 1/4" 2,501-4,999sf			Per Sq. Ft.	14.89	5%	\$ 14.15
DynaCourt® 9mm 2,501-4,999sf			Per Sq. Ft.	16.24	5%	\$ 15.43
DynaForce® 6mm 5,000-10,000sf			Per Sq. Ft.	7.08	5%	\$ 6.73
DynaForce® 8mm 5,000-10,000sf			Per Sq. Ft.	7.29	5%	\$ 6.93
DynaForce® 10mm 5,000-10,000sf			Per Sq. Ft.	7.5	5%	\$ 7.13
DynaForce® 12mm 5,000-10,000sf			Per Sq. Ft.	7.72	5%	\$ 7.33
DynaForce® 16mm 5,000-10,000sf			Per Sq. Ft.	8.78	5%	\$ 8.34
DynaTurf® 2mm resurface 5,000-10,000sf			Per Sq. Ft.	4.52	5%	\$ 4.29
DynaTurf® 6mm resurface 5,000-10,000sf			Per Sq. Ft.	6.01	5%	\$ 5.71
DynaFit™ 3/8" 5,000-10,000sf			Per Sq. Ft.	6.68	5%	\$ 6.35
DynaCourt® 1/4" 5,000-10,000sf			Per Sq. Ft.	7.84	5%	\$ 7.45
DynaCourt® 9mm 5,000-10,000sf			Per Sq. Ft.	8.97	5%	\$ 8.52
DynaForce® 6mm 10,001 and over sf			Per Sq. Ft.	6.04	5%	\$ 5.74
DynaForce® 8mm 10,001 and over sf			Per Sq. Ft.	6.2	5%	\$ 5.89
DynaForce® 10mm 10,001 and over sf			Per Sq. Ft.	6.31	5%	\$ 5.99
DynaForce® 12mm 10,001 and over sf			Per Sq. Ft.	6.4	5%	\$ 6.08
DynaForce® 16mm 10,001 and over sf			Per Sq. Ft.	7.95	5%	\$ 7.55
DynaTurf® 2mm resurface 10,001 and over sf			Per Sq. Ft.	4.35	5%	\$ 4.13
DynaTurf® 6mm resurface 10,001 and over sf			Per Sq. Ft.	4.44	5%	\$ 4.22
DynaFit™ 3/8" 10,001 and over sf			Per Sq. Ft.	6.01	5%	\$ 5.71
DynaCourt® 1/4" 10,001 and over sf			Per Sq. Ft.	6.93	5%	\$ 6.58
DynaCourt® 9mm 10,001 and over sf			Per Sq. Ft.	7.95	5%	\$ 7.55
<b>Taping, Painting &amp; Line Striping</b>						
Simple Mascot Logo			Each	\$ 3,145.00	5%	\$ 2,987.75
Complex Mascot Logo			Each	\$ 3,955.00	5%	\$ 3,757.25
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each	\$ 225.00	5%	\$ 213.75

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Lettering - Adder per 1" over 24" (painted)			Each	\$ 25.00	5%	\$ 23.75
Lettering - 24" tall reversed stencil			Each	\$ 325.00	5%	\$ 308.75
Lettering - Adder per 1" over 24"			Each	\$ 50.00	5%	\$ 47.50
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each	\$ 2,655.00	5%	\$ 2,522.25
Stenciled Logo - over 10' diameter			Each	\$ 2,955.00	5%	\$ 2,807.25
Blended Logo - up to 10' diameter			Each	\$ 3,054.00	5%	\$ 2,901.30
Blended Logo - over 10' diameter			Each	\$ 3,745.00	5%	\$ 3,557.75
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each	\$ 1,500.00	5%	\$ 1,425.00
Badminton Court Lines			Each	\$ 925.00	5%	\$ 878.75
Volleyball Court Lines			Each	\$ 925.00	5%	\$ 878.75
Painted Borders (2')			Each	\$ 1,500.00	5%	\$ 1,425.00
Painted Borders (3')			Each	\$ 1,600.00	5%	\$ 1,520.00
Painted Borders (4')			Each	\$ 1,700.00	5%	\$ 1,615.00
Painted Border, additional foot			Each	\$ 100.00	5%	\$ 95.00
Painted Keys			Each	\$ 850.00	5%	\$ 807.50
Painted 3 Point Area			Each	\$ 1,250.00	5%	\$ 1,187.50
<b>Plywood Subfloor Repair or Replacement for:</b>						
Resilient Pre-Engineered Fixed Panel System			Per Sq. Ft.			\$ -
Resilient Fixed Plywood Sleeper With Continuous Floor System			Per Sq. Ft.			\$ -
Double Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper and Sleeper with Plywood Floor System			Per Sq. Ft.			\$ -
Sleeper Floor System			Per Sq. Ft.			\$ -
Basket Weave Systems			Per Sq. Ft.			\$ -
Basket Weave with Pads System			Per Sq. Ft.			\$ -
<b>Floor Prep and Removal Services to Include Labor and Materials</b>						
Vapor Barrier			Per Sq. Ft.			\$ -
Hardwood Floor and Subfloor Removal			Per Sq. Ft.			\$ -
Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Non-Concrete Subfloor Preparation			Per Sq. Ft.			\$ -
Disposal of construction or demolition materials			Per Sq. Ft.			\$ -
<b>Repair &amp; Renovation of Floorin to Include Hardwood Flooring, Materials, and Labor</b>						
Solvent base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Solvent base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Water base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Water base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.			\$ -
Cost to apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
<b>Floor Refinishing - Cost Per Coat or Application</b>						
Solvent Base Product - refinish existing hardwood			Per Sq. Ft.			\$ -
Solvent Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - refinish existing hardwood floors			Per Sq. Ft.			\$ -
Water Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Simple Mascot Logo			Each			\$ -
Complex Mascot Logo			Each			\$ -
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each			\$ -
Lettering - Adder per 1" over 24" (painted)			Each			\$ -
Lettering - 24" tall reversed stencil			Each			\$ -
Lettering - Adder per 1" over 24"			Each			\$ -
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each			\$ -
Stenciled Logo - over 10' diameter			Each			\$ -
Blended Logo - up to 10' diameter			Each			\$ -
Blended Logo - over 10' diameter			Each			\$ -
Colored Logo - up to 10' diameter			Each			\$ -
Colored Logo over 10' diameter			Each			\$ -
Basketball Court Lines			Each			\$ -
Badminton Court Lines			Each			\$ -
Volleyball Court Lines			Each			\$ -
Painted Borders (2')			Each			\$ -
Painted Borders (3')			Each			\$ -
Painted Borders (4')			Each			\$ -
Painted Border, additional foot			Each			\$ -
Painted Keys			Each			\$ -
Painted 3 Point Area			Each			\$ -
<b>Periodic Cleaning &amp; Recoating</b>						
Solvent Base Product - periodic scrub and recoating of hardwood gymnasium floors			Per Sq. Ft.			\$ -
Water Base Product - periodic scrub and recoat of hardwood floors			Per Sq. Ft.			\$ -
<b>Repair &amp; Renovation and/or Refinishing of Stage Floor</b>						
Solvent Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Solvent Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Solvent Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -
Water Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.			\$ -

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Water Base Product - Sanding and refinishing stage floor			Per Sq. Ft.			\$ -
Water Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.			\$ -
Water Base Product - Chemical stripping and refinishing			Per Sq. Ft.			\$ -
<b>Materials and Labor to Install the Following:</b>						
Wall cove base			Linear Ft.	\$ 3.35	5%	\$ 3.18
Outside corners			Each	\$ 6.00	5%	\$ 5.70
Aluminum thresholds (5")			Linear Ft.	\$ 10.25	5%	\$ 9.74
Aluminum thresholds (6")			Linear Ft.	\$ 11.00	5%	\$ 10.45
Aluminum thresholds (7")			Linear Ft.	\$ 12.00	5%	\$ 11.40
Aluminum thresholds (8")			Linear Ft.	\$ 15.00	5%	\$ 14.25
<b>Labor Only to Apply Owners Supplied Materials</b>						
Solvent Based Stains and Sealers			Per Sq. Ft.			\$ -
Water Based Stains and Sealers			Per Sq. Ft.			\$ -
Wall cove base			Linear Ft.	\$ 1.50	5%	\$ 1.43
Outside corners			Each	\$ 2.00	5%	\$ 1.90
Aluminum thresholds (5")			Linear Ft.	\$ 15.00	5%	\$ 14.25
Aluminum thresholds (6")			Linear Ft.	\$ 15.00	5%	\$ 14.25
Aluminum thresholds (7")			Linear Ft.	\$ 15.00	5%	\$ 14.25
Aluminum thresholds (8")			Linear Ft.	\$ 15.00	5%	\$ 14.25
<b>Other Accessories and/or Materials</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

# Form C.3 - State Multiplier

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

**Instructions.** For each of the states listed below, provide your multiplier/factor to be applied to the base product cost provided to arrive at the price for the product. For further clarification, please review the Standard Terms and Conditions found in the Technical Specifications of this RFP.

**Responding Company's Name:** Dynamic Sports Construction, Inc.

**REQUIRED FORM**

<b>Project types</b>	<b>North Dakota Multiplier</b>	<b>South Dakota Multiplier</b>
Non-prevailing wage project:	0.00%	0.00%
Prevailing wage project:	10.00%	10.00%
Davis Bacon wage project:	15.00%	15.00%

# Form D - Subcontractor Utilization

RFP Name: Hardwood and Synthetic Flooring

RFP Number: 18.4

Vendor Name: Dynamic Sports Construction, Inc.

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

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

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: \_\_\_\_\_

## **Form E - Uniform Guidance “EDGAR” Certification Form** **2 CFR Part 200**

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 and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, the Cooperative Purchasing Connection (CPC) will consider and may list the response as the vendors is unable to comply. A “No” response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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### **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.

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### **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 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 not year provided as the date of termination, 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 effected 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.

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### **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.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 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, 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, 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](http://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 USC 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 or she is otherwise entitled.

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#### **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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week 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 work week. The requirements of the 40 USC 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.

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#### **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.

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## **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, 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.

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## **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 CPC 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 statutory or regulatory authority other than Executive Order 12549.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 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 USC 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.

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## **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 recover, 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, 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 vendors 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.

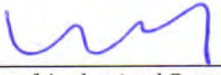
	Vendor Certification (By Item)	<u>Vendor Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1.	Vendor Violation or Breach of Contract Terms	yes	
2.	Termination for Cause of Convenience	yes	
3.	Equal Employment Opportunity	yes	
4.	Davis-Bacon Act	yes	
5.	Contract Work Hours and Safety Standards	yes	
6.	Right to Inventions Made Under a Contract or Agreement	yes	
7.	Clean Air Act and Federal Water Pollution Control Act	yes	
8.	Debarment and Suspension	yes	
9.	Byrd Anti-Lobbying Amendment	yes	
10.	Procurement of Recovered Materials	yes	

11. Profit as a Separate Element of Price	yes	
12. General Compliance with Participating Agencies	yes	

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Dynamic Sports Construction, Inc.

\_\_\_\_\_  
Name of Company



\_\_\_\_\_  
Signature of Authorized Personnel

Robert Wolesensky

\_\_\_\_\_  
Printed Name

12.5.17

\_\_\_\_\_  
Date

# Form F – Contract Offer & Award

## OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all 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 of 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 Cooperative Purchasing Connection 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 until a contract has been signed by both parties.

Company Name: Dynamic Sports Construction, Inc.

Address: 301 Sonny Dr.

City: Leander State: TX Zip: 78641

Contract Contact Person: Robert Wolessensky

Authorized Signature: 

Printed Name: Robert Wolessensky

## ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE COOPERATIVE PURCHASING CONNECTION

Contract Term: It is the Cooperative Purchasing Connection's intent to award a contract for Outdoor Furniture and Site Furnishings. The contract term may be renewed annually, up to three (3) additional terms.

\_\_\_\_\_  
CPC Authorized Signature

18.4 – HSF  
Contract Number

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## Form G – Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Please take a moment to review the checklist provided 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:**

Document Title	How to be Submitted
Performance Bond of \$XX,XXX (Copy)	Submit as PDF.
Form A – Addendum Acknowledgement – Name of Company	Printed, signed, and scanned, submit as PDF. *Signature Required
Form B – Questionnaire – Name of Company	Submit as a Word document
Form C – Pricing Schedule – Name of Company	Submit as an Excel document
Form D – Subcontractor Utilization Form – Name of Company	Submit as a PDF.
Form E – Uniform Guidance EDGAR Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. *Signature Required
Form F – Contract Offer and Award – Name of Company	Printed, signed, and scanned, submit as PDF. *Signature Required
Form G – Proposal Checklist – Name of Company	Printed, signed, and scanned, submit as PDF. *Signature Required
Form H – Assurance of Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. *Signature Required

**IMPORTANT: Forms MUST be submitted electronically in the format indicated for the proposal to receive consideration. MS Word documents with inserted images of completed documents will not be accepted. Please double check your uploaded documents for completion prior to submission.**



Authorized Signature

12-6-17

Date

## Form H – Assurance of Compliance Construction & Installation

The respondent has carefully checked the accuracy of all items including description, price per unit, and listed total price per item in this proposal. In addition, the respondent accepts the general provisions of the proposal, including delivery timelines, and all responsibilities of delivery as outlined.

The respondent is aware of any detailed and special conditions. This form establishes the minimum criteria that a "responsible contractor" must meet to be awarded a contract resulting from this solicitation, this criteria includes:

- Compliance with workers' compensation and unemployment compensation requirements, registration with the Department of Revenue and DEED, and has a valid federal tax identification number (or Social Security number, if an individual);
- Compliance with: minimum wages, overtime, prevailing wages, timely payment of wages to employees, no misrepresentation of employment relationship, Fair Labor Standards Act, and U.S. federal prevailing wage, all according to existing statutes, and the bill specifies when a violation occurs;
- Compliance with (an no violations in past three years) of 181.723 (independent contractors); and chapter 326B (construction codes and licensing);
- No current tax liens or tax delinquencies;
- Not currently debarred by the federal government, the state, or a municipality;
- Subcontractors or vendors the awarded vendor(s) intends to use have verified that they meet the clauses mentioned above.

CPC members are not obligated to verify any of the information in the contractor certification and have no liability if they reasonably rely on the certification statement in awarding the contract, or if they decline to award the contract based on a reasonable determination that the awarded vendor(s)/contractor failed to verify compliance.

In submitting this proposal, it is understood that the respondent is submitting a signed statement under oath verifying the respondent as a "responsible contractor". CPC reserves the right to reject any or all proposals, and it is agreed that this proposal may not be withdrawn during a period of one hundred-twenty (120) days from the time of the opening date.

Company Name: Dynamic Sports Construction, Inc.

Authorized Agent's Signature: 

Agent's Name (printed): Robert Wolessensky

Address: 301 Sonny Dr

City/State/Zip: Leander, TX 78641

Telephone Number: 512-260-6722 Email: bobw@dynamicsportsconstruction.com



**UNITED FIRE & CASUALTY COMPANY**

118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we  
FLR SANDERS, INC.

3079 92ND AVE, PRINCETON, MN 55371

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto COOPERATIVE PURCHASING CONNECTION

1001 E MOUNT FAITH AVE, FERGUS FALLS, MN 56537

as Obligee, hereinafter called the Obligee, in the sum of Five thousand and 00/100  
Dollars (\$5,000.00), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RFP 18.4 - HARDWOOD & SYNTHETIC FLOORING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of December, 20 17.

FLR SANDERS, INC.

[Signature]  
(WITNESS)

By [Signature] (Seal)  
(PRINCIPAL)  
PRESIDENT  
(TITLE)

[Signature]  
(WITNESS)

UNITED FIRE & CASUALTY COMPANY  
(SURETY)  
By [Signature]  
(ATTORNEY-IN-FACT)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Bond No.: 00015919

Obligee: COOPERATIVE PURCHASING CONNECTION 1001 E  
 MOUNT FAITH AVE FERGUS FALLS, MN 56537

**CERTIFIED COPY OF POWER OF ATTORNEY**

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ERIK SOULE, OR ROBERT SOULE JR, OR KIMBERLY MONSE, OR KAREN PETERSON, ALL INDIVIDUALLY

of 104 SO RUM RIVER DR PRINCETON, MN 55371

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$2,500,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire April 6th, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of December, 2017



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On this 6th day of December, 2017 before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis*  
 Notary Public  
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.

this 6th day of December, 2017



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC



(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_he\_ executed the same as \_h\_ free act and deed.

(Notarial Seal)

Notary Public, \_\_\_\_\_
County, \_\_\_\_\_
My commission expires \_\_\_\_\_

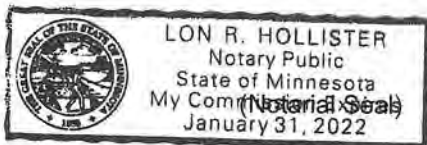
CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota )
COUNTY OF Isanti )
ss.

On the 6 day of December, 20 17, before me personally appeared

Deborah Topinka
to me known, who being by me duly sworn, did depose and say: that she resides in Princeton, MN that she is the President of the FLC Sanders, Inc.

the corporation described in and which executed the foregoing instrument; that She knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.

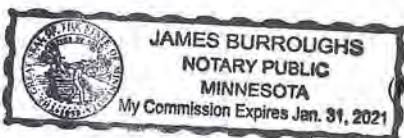


[Signature]
Notary Public, Lon Hollister
County Isanti
My commission expires 1-31-22

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota )
COUNTY OF Mille Lacs )
ss.

On this 6 day of December, 20 17, before me appeared Kimberly A. Monse to me personally known, who being by me duly sworn, did say that she is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

[Signature]
Notary Public, James Burroughs
County, Mille Lacs
My Commission expires 01/31/2020

# Form A - Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement 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.

**Acknowledgement:** 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"/> | <i>Lon Hollister</i><br>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

---

**If NO addenda were issued:**

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

*Lon Hollister*

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Authorized Signature

12/6/2017

---

Date

## Form B – Questionnaire

**Instructions.** Please complete the questionnaire below by placing your company’s answers in the correlating response column.

**Responding Company’s Name:**      **FLR Sanders, Inc.**

Questions	Response
<b>Vendor Information</b>	
1. Provide your company contact information.	Company Name: FLR Sanders, Inc. Address: 3079 92 <sup>nd</sup> Ave City, State Zip: Princeton, MN 55371 Phone: (763)633-1170 Toll Free Customer Number:
2. Provide the following company contacts that will be working with this contract if awarded. Include name, email and phone number: <ul style="list-style-type: none"> <li>• General Manager</li> <li>• Contract Manager</li> <li>• Sales Manager</li> <li>• Customer Service Manager</li> <li>• Account Manager(s)</li> </ul>	General Manager: Lon Hollister Contract Manager: Lon Hollister Sales Manager: Lon Hollister Customer Service Manager: Scott Irvine Account Manager: Scott Irvine
3. Who will be responsible for receiving updated membership lists? Include name, email and phone number.	Lon Hollister <a href="mailto:lhollister@flrsanders.com">lhollister@flrsanders.com</a> (763)633-1170
4. Who will be responsible for submitting sales reports and payment of administrative fees to CPC? Include name, email and phone number.	Debbie Topinka <a href="mailto:dtopinka@flrsanders.com">dtopinka@flrsanders.com</a> (763)633-1170
5. Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number.	Debbie Topinka <a href="mailto:dtopinka@flrsanders.com">dtopinka@flrsanders.com</a> (763)633-1170
<b>Qualifications &amp; Experience</b>	
6. Provide a brief background of your organization, including the year it was founded (1-2 paragraph max.).	<p>Kevin Covlin, co-founder of FLR Sanders, Inc., installed his first hardwood floors along the North Shore of Chicago in 1991; early installations included unique hand-cut inlays and specialty products. FLR Sanders was created in 1997 to separate the gymnasium floor projects from the rest of his business, which was then sold. Crews traveled extensively throughout the Midwest subcontracting large gymnasium floor projects for various contractors.</p> <p>The only portion of projects not completed by FLR Sanders until 1998 was the direct sales and contracting. Debbie Covlin, a graduate of the UND business administration program with a major in aviation, joined this effort after losing her medical as an airline transport pilot for United Airlines. Emphasis was placed on offering a full service gymnasium floor package directly to schools. In 2005, Barry Ramage, Jr., a long-time employee, also became a principal along with subchapter S incorporation of the company. In 2008, FLR Sanders, Inc. purchased SignArt of Wisconsin owned by Mike Weigert; a University of Wisconsin Masters degree graduate in art. The best in sport floor graphics expanded in-house with the addition of Mike Young, a TTC graphics art graduate. In 2010, FLR Sanders, Inc. purchased the assets of Franks Contracting and Mike Franks joined the company bringing decades of gymnasium floor experience and to better serve Iowa and Nebraska.</p> <p>A 12,000 square foot warehouse and showroom was built to house the operation at the intersection of Highway 169 and Rum River Drive in Princeton, MN. All equipment and vehicles are owned and maintained by the company.</p>
7. Provide a brief background of the products/services you provide and how you see a partnership being implemented with schools, higher education,	FLR Sanders, Inc. provides top quality gymnasium floors and related services to public entities including K-12 schools, universities, colleges, health clubs and museums. Products include Acer Sports Flooring hardwood sports floor systems, Champion poured urethane synthetic sports floors, various other related floor systems such as stage floors and dance or aerobic floors of many

cities, counties, and nonprofits (1-2 paragraphs max.).	designs. A full line of Bison Equipment and accessories is also offered. This partnership will be implemented in much the same way that the current RFP 16.1 partnership has been implemented.
8. Provide evidence of what your organization is doing to remain viable in the hardwood and synthetic flooring market.	FLR Sanders, Inc. continues to actively participate in many organizations, such as MASMS, and their trade shows. The company continues to be a leader in gym floor artwork and in quality of workmanship on new installations, replacements and refinish projects. New vendor partnerships and product innovations are continually being explored.
9. Describe what generally differentiates your company from your key competitors.	The fact that FLR Sanders performs significant annual maintenance services, repair services, refinish services, floor replacements and installation of new construction floor systems is one differentiating factor. No competitor of FLR Sanders offers and performs as extensive array of services as FLR Sanders. The in-house art department with an on staff dedicated gym floor artist is something that is also an important differentiating service.
10. Please describe your customer retention (i.e. customers who are served that continue to be repeat customers).	While no company can honestly claim 100% customer retention, FLR Sanders enjoys a customer retention rate that approaches 100%.
11. How many clients/customers does your organization, on average, provide material and/or material and installation services for each year.	FLR Sanders services approximately 400 customers each year.
12. Please identify the areas or regions in North Dakota and South Dakota that your company is not able to service. Please designate why your company is not able to service a particular region and/or state.	FLR Sanders will service all areas.
13. Please list other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in North Dakota and South Dakota?	Our products are accessed directly through the CPC
14. CPC, as an agency for our participating agencies, will not enter into a contract with vendor that has an existing contract that would be more advantageous than a CPC contract to provide products and services to CPC participating agencies. Provide a list of governmental, educational, or cooperative contracts that your company holds in the states of North Dakota and South Dakota.	None
15. Provide a list of governmental, educational, and cooperative contracts that your company holds outside the states of North Dakota and South Dakota.	RFP 16.1 Hardwood Flooring with Cooperative Purchasing Connection.
16. How would a contract with CPC be more advantageous in pricing of products and services compared to other governmental, educational, and cooperative contracts your company may have?	FLR Sanders has no other contracts
17. Does your company offer any "added value" to CPC and its participating agencies when purchasing through your company? Describe these added value items or unique	The in-house art department with associated design services is an added value offered by FLR Sanders. The broad scope of services offered ensures that FLR Sanders is a one-stop sport floor source adding value. The undisputed quality of workmanship adds value as well.

attribute your company has to offer.	
18. In comparing previous contracts your company has completed similar to those offered in response to this RFP, do you see any areas where your organization possesses experience, services, personnel, or other service reputation that should be considered with your ability to provide on time quality products, services and other resources that you think should be considered? If yes, fully describe these attributes and resources and how they are utilized to benefit CPC's participating agencies if awarded this contract.	The fact that FLR Sanders is currently being offered a second and exclusive extension of the RFP 16.1 Hardwood Flooring contract is testament to the success of the first two years of that sister contract and provides the unique opportunity to carry that success forward to this contract.
19. Please 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).	None
<b>Marketing &amp; Partnership</b>	
20. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	FLR Sanders envisions replicating the partnership that has been created with CPC in Minnesota. We envision working cooperatively to develop strategies that would reach out to all agencies through direct email campaigns, trade show participation, on site presentations and various other methods to provide awareness of products and services available.
21. Does your company market directly to potential customers? If so, how?	Yes. Trade Show participation, email campaigns and various other means.
22. Does your company have a dedicated marketing person/team with which CPC can communicate and obtain marketing materials and images? If so, please include their contact information in your response.	Yes. Lon Hollister, Director of Business Development (763)633-1170 <a href="mailto:lhollister@flrsanders.com">lhollister@flrsanders.com</a>  Scott Irvine, MN, ND, SD Sales Representative (763)400-1112 <a href="mailto:sirvine@flrsanders.com">sirvine@flrsanders.com</a>
23. Is your company willing to provide printed copies of marketing materials to our regional CPC representatives?	Absolutely.
24. Does your company have the ability to participate in conference tradeshows in North Dakota and South Dakota? If so, how does your company plan to position the CPC contract at those tradeshows, if awarded? Please list any conference tradeshows that you've attended in those states within the last three years.	Yes. FLR has been a promoter of our company's products and services at multiple venues in the Dakota's on a regular basis. It will be our plan to continue displaying and promoting not only FLR Sanders but also the benefits of utilizing the CPC contracts at shows such as the School Board Show (both ND and SD), NDCEL (council of educational leaders), coaches and athletic administrator shows. As discussed at the last Minnesota CPC consortium, it will be beneficial to have all CPC members to be gathered together at a trade show like the administrator show in Duluth this last spring / summer or the NDCEL show in Bismarck this last fall. We feel that this not only reinforces the strength of the CPC but provides reference and association benefits to the CPC vendors. It will be our plan to participate and promote the CPC in the Dakota's in the same manner that has proven successful in Minnesota.
25. Is your company available for educational presentations at each of the regional service cooperatives?	Yes. FLR Sanders has partnered with CPC on this in the past.
26. Please describe how your company will position this	See number 20 above.

contract to CPC's participating agencies, if awarded.																									
27. If awarded, how does your company plan to inform and train your account managers, financial/reporting personnel, sales and customer service representatives on the details and promotion of the contract?	FLR Sanders' account manager, financial/reporting personnel, sales and customer service representative have all participated in the response to this RFP and will be excited to be a part of the successful implementation of the contract.																								
28. If awarded, how does your company plan to deploy this contract within your sales team and communicate the value to agencies in the Dakotas?	We plan to roll this contract out in much the same way that we did RFP 16.1 Hardwood Flooring in Minnesota.																								
<b>Financials &amp; Level of Support</b>																									
29. What are your payment terms?	Due on receipt, net 15 or net 30, depending on service provided.																								
30. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?	Not at this time.																								
31. Does your company offer any prompt payment discounts? If so, please describe.	Not at this time.																								
32. Please list the percentage of your revenue that is derived from the following: <ul style="list-style-type: none"> <li>• Hardwood Flooring Sales</li> <li>• Synthetic Flooring Sales</li> <li>• Service &amp; Maintenance</li> </ul>	Hardwood Flooring: 45% Synthetic Flooring: 8% Service and Maintenance 47%																								
33. Please provide your company's last three years total gross sales to agencies within CPC's service area.	<table border="1"> <thead> <tr> <th></th> <th>2015</th> <th>2016</th> <th>2017 YTD</th> </tr> </thead> <tbody> <tr> <td>K-12</td> <td>\$ 779,907</td> <td>\$ 410,844</td> <td>\$447,206</td> </tr> <tr> <td>Higher Ed</td> <td>\$ 45,683</td> <td>\$ 110,194</td> <td>\$ 44,216</td> </tr> <tr> <td>Cities/Counties/OGAs</td> <td>\$ 0</td> <td>\$ 73,218</td> <td>\$ 16,387</td> </tr> <tr> <td>Total</td> <td>\$ 825,590</td> <td>\$ 594,256</td> <td>\$ 507,809</td> </tr> <tr> <td>Confidential Business Information</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2015	2016	2017 YTD	K-12	\$ 779,907	\$ 410,844	\$447,206	Higher Ed	\$ 45,683	\$ 110,194	\$ 44,216	Cities/Counties/OGAs	\$ 0	\$ 73,218	\$ 16,387	Total	\$ 825,590	\$ 594,256	\$ 507,809	Confidential Business Information			
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34. 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? If so, please document thoroughly and list any contract in which your company and any subcontractors have been found guilty or liable, or which may affect the performance of the services.	Have not.																								
35. Has your company been disbarred and or suspended in doing business within the United States? If so, please list what states, the reason for debarment and/or suspension and it's effective dates.	Have not.																								
36. Please indicate the level of support your company will offer on this contract category.																									

<p><b><u>If your company is notified of a Bid or Request for Proposal being issued by a CPC participating agency in lieu of using the CPC contract, the Bid/RFP pricing you submit will be one of the following (check only one box):</u></b></p> <p>Individual entities can include specific schools or cities/counties. Other purchasing consortiums can include state purchasing cooperatives and large national purchasing cooperatives.</p>	<table border="1"> <tr> <td data-bbox="488 98 553 191"></td> <td data-bbox="553 98 1466 191">Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <b><i>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</i></b></td> </tr> <tr> <td data-bbox="488 191 553 258"></td> <td data-bbox="553 191 1466 258">CPC prices shall be two percent (2%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="488 258 553 325"></td> <td data-bbox="553 258 1466 325">CPC prices shall be three percent (3%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="488 325 553 392"></td> <td data-bbox="553 325 1466 392">CPC prices shall be four percent (4%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="488 392 553 459"></td> <td data-bbox="553 392 1466 459">CPC prices shall be five percent (5%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="488 459 553 527"></td> <td data-bbox="553 459 1466 527">CPC prices shall be ten percent (10%) lower than our best price to individual entities.</td> </tr> <tr> <td data-bbox="488 527 553 642"><b>X</b></td> <td data-bbox="553 527 1466 642">Other FLR Sanders does not participate in any other purchasing consortiums and bids submitted will be converted to this contract unless a contractor or construction manager is controlling the contract.</td> </tr> </table>		Prices will be <b>no different</b> from what we ordinarily offer to individual entities. <b><i>*If this is checked, the response will be considered NON-RESPONSIVE and will be rejected.</i></b>		CPC prices shall be two percent (2%) lower than our best price to individual entities.		CPC prices shall be three percent (3%) lower than our best price to individual entities.		CPC prices shall be four percent (4%) lower than our best price to individual entities.		CPC prices shall be five percent (5%) lower than our best price to individual entities.		CPC prices shall be ten percent (10%) lower than our best price to individual entities.	<b>X</b>	Other FLR Sanders does not participate in any other purchasing consortiums and bids submitted will be converted to this contract unless a contractor or construction manager is controlling the contract.
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<p>If OTHER, please explain how the pricing submitted differs from individual entities or other purchasing consortiums:</p>	<p><b><i>Project Personnel</i></b></p> <p>37. If awarded, how many staff members will be dedicated to working directly with CPC's participating agencies? How many staff members will be dedicated to sales, delivery, installation, training, maintenance and support? Of those mentioned, please include the average tenure in their job duties.</p> <p>38. Please explain the certifications and/or trainings your installers possess and adhere to.</p> <p>39. List the products and services that your company normally performs with its' own forces.</p> <p>40. Subcontractors. List the products and services that will be provided by subcontractors.</p> <p>How does your company plan to educate the subcontractor(s) on staying compliant with the terms and conditions of the RFP/contract.</p> <p>41. At times there are issues with installation personnel adhering to the rules and regulations of the agency (i.e. no smoking on grounds, keeping grounds free of debris). Please describe what measures are taken to ensure all agencies' rules and regulations are kept.</p> <p>42. Describe your company's quality assurance and control process for products and services that will be provided</p>														

to CPC and its participating agencies under this RFP.	
<b>Assessment, Design &amp; Layout</b>	
<p>43. Assessment, Design and Layout: Please describe how your company would work with a participating agency to assess and design a flooring concept? How do you match flooring to the needs of the agency? What factors are considered when working with an agency?</p> <p>Please note any costs associated with assessment, design and layout in Form C – Pricing Schedule.</p>	<p>Once a request has been made by the participating agency, the next step typically is scheduling of a site visit to complete an assessment of the conditions and needs of the facility. Based on the information gathered during the assessment phase, a proposed solution is designed and a proposal is generated and presented to the agency. Some of the factors considered in development of a proposed design are; what the different uses of the facility will be, what conditions exist and what the agencies budget limitations are. Many other factors are considered as well.</p>
44. Describe all delivery and installation services that your company offers.	FLR Sanders provides complete delivery and installation services for all products and services offered.
45. Describe any assessment, design and layout services that your company offers.	See number 43 above. Of particular note is the extensive gym floor artwork design services offered by FLR Sanders utilizing a full service in-house art department with a dedicated gym floor artist on staff.
46. Describe the sales process that your company would take with an educational agency (i.e. school)? Will this process differ from a city, county or nonprofit agency? If so, please describe both processes.	Our sales process is identified in number 43 above. The sales process is simply identifying the needs and offering a solution that meets those needs. The process is essentially the same for any agency type.
47. Explain the process, from placing the order and until the order is delivered to the CPC participating agency, to include, but not limited to delivery, shipment from manufacturers, installation and training.	Most requests for services are initiated by phone, email or personal contact at a trade show or conference. Information is gathered at the point of contact and a site visit is scheduled. After thorough analysis, a determination of the needed scope of services is determined jointly with the agency. A proposal for services is then generated for consideration and approval by the agency. Once approved by the agency, the services are scheduled and subsequently performed. Once services have been completed, the work performed is reviewed with the agency representative to verify their satisfaction with the final product/service provided. Maintenance instruction and information is provided along with any warranties to the agency.
<b>Delivery &amp; Installation</b>	
48. Inventory: where are your company's distribution hubs located? What is the service/fill rate of inventory from those locations?	FLR Sanders currently stocks inventory of wood floor repair and finish items at our main facility in Princeton, MN. Most wood floor systems are stocked and shipped from Peshtigo, WI in less than 7 days. Synthetic floor system materials are stocked in St. Louis, MO. And ship with the installation crew. Fill rates are generally 90%+ in all cases.
49. At times there are issues with service and/or deliveries. Please describe your process for addressing issues with participating agencies.	Most items ship via either FLR Sanders crew vehicles or direct truck freight. FLR Sanders monitors and ensures that any shipping related issues are promptly resolved.
50. Describe the examination, preparation, installation, and cleaning process that your company provides as a turnkey flooring solution.	While FLR Sanders makes every effort to keep areas clean and tidy and use dustless equipment when available, we do not advertise that there will be no dust.
51. Installation Teams: Please describe the duties of your installation teams, project roles, and any applicable certifications your installers hold.	See item number 38 above. All FLR Sanders installation crews perform in accordance with manufacturer instructions, accreditation requirements and certification requirements.
52. Please describe your warranty process and/or any protection plans that your company may offer participating agencies. Please note, all extended warranty options (other than	FLR Sanders offers an industry standard one year warranty on labor and services. Product warranties are standard industry warranties and vary with the product provided.



<p>standard warranties) and protection plans must be noted in Form C - Pricing Schedule -Services.</p>																																					
<p>53. Describe your training programs, including a description of the type of documentation that will be provided, how training will be conducted and how various shifts will be accommodated.</p>	<p>FLR Sanders uses training programs endorsed and administered by the Maple Flooring Manufacturers Association and our manufacturer. Various specialties are represented in crews that can work in shifts.</p>																																				
<b>Miscellaneous</b>																																					
<p>54. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	<p>None</p>																																				
<p>55. List any exceptions that your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:</p> <ul style="list-style-type: none"> <li>● RFP section number and page number</li> <li>● Describe the exception</li> <li>● Explanation of why this is an issue</li> <li>● Proposed alternative to meet the needs of CPC</li> </ul>	<p>See Aacer product submittal for DIN certifications.</p>																																				
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<p>56. Please provide three references that have purchased products and/or services that are applicable to the scope of this RFP. A contact name, phone number and email will be required.</p> <p><b><u>Any reference that cannot be confirmed will result in loss of points.</u></b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Reference #1 – Company Name:</b></td> <td style="padding: 2px;">West Fargo Schools</td> </tr> <tr> <td style="padding: 2px;"><b>Product/Service Purchased:</b></td> <td style="padding: 2px;">Poured Urethane Synthetic Flooring</td> </tr> <tr> <td style="padding: 2px;"><b>Year of Purchase:</b></td> <td style="padding: 2px;">Multiple</td> </tr> <tr> <td style="padding: 2px;"><b>Reference Contact</b></td> <td style="padding: 2px;">Pete Diemert</td> </tr> <tr> <td style="padding: 2px;"><b>Phone Number</b></td> <td style="padding: 2px;">(701)356-2000</td> </tr> <tr> <td style="padding: 2px;"><b>Email Address</b></td> <td style="padding: 2px;">DIEMERT@west-fargo.k12.nd.us</td> </tr> <tr> <td colspan="2" style="padding: 5px 0 5px 0;"><b>Reference #2 – Company Name:</b> Ellendale Public Schools</td> </tr> <tr> <td style="padding: 2px;"><b>Product/Service Purchased:</b></td> <td style="padding: 2px;">Wood Gym Floor Installation</td> </tr> <tr> <td style="padding: 2px;"><b>Year of Purchase:</b></td> <td style="padding: 2px;">2014</td> </tr> <tr> <td style="padding: 2px;"><b>Reference Contact</b></td> <td style="padding: 2px;">Jeff Fastnacht, Superintendent</td> </tr> <tr> <td style="padding: 2px;"><b>Phone Number</b></td> <td style="padding: 2px;">(701)349-3232</td> </tr> <tr> <td style="padding: 2px;"><b>Email Address</b></td> <td style="padding: 2px;">jfastnacht@ellendale.k12.nd.us</td> </tr> <tr> <td colspan="2" style="padding: 5px 0 5px 0;"><b>Reference #3 – Company Name:</b> United Tribes Technical College</td> </tr> <tr> <td style="padding: 2px;"><b>Product/Service Purchased:</b></td> <td style="padding: 2px;">Sand &amp; Re-Finish Wood Gym Floor</td> </tr> <tr> <td style="padding: 2px;"><b>Year of Purchase:</b></td> <td style="padding: 2px;">2016</td> </tr> <tr> <td style="padding: 2px;"><b>Reference Contact</b></td> <td style="padding: 2px;">Steve Shepherd, Campus Planner</td> </tr> <tr> <td style="padding: 2px;"><b>Phone Number</b></td> <td style="padding: 2px;">(701)221-1537</td> </tr> <tr> <td style="padding: 2px;"><b>Email Address</b></td> <td style="padding: 2px;">sshepherd@uttc.edu</td> </tr> </table>	<b>Reference #1 – Company Name:</b>	West Fargo Schools	<b>Product/Service Purchased:</b>	Poured Urethane Synthetic Flooring	<b>Year of Purchase:</b>	Multiple	<b>Reference Contact</b>	Pete Diemert	<b>Phone Number</b>	(701)356-2000	<b>Email Address</b>	DIEMERT@west-fargo.k12.nd.us	<b>Reference #2 – Company Name:</b> Ellendale Public Schools		<b>Product/Service Purchased:</b>	Wood Gym Floor Installation	<b>Year of Purchase:</b>	2014	<b>Reference Contact</b>	Jeff Fastnacht, Superintendent	<b>Phone Number</b>	(701)349-3232	<b>Email Address</b>	jfastnacht@ellendale.k12.nd.us	<b>Reference #3 – Company Name:</b> United Tribes Technical College		<b>Product/Service Purchased:</b>	Sand & Re-Finish Wood Gym Floor	<b>Year of Purchase:</b>	2016	<b>Reference Contact</b>	Steve Shepherd, Campus Planner	<b>Phone Number</b>	(701)221-1537	<b>Email Address</b>	sshepherd@uttc.edu
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# Form C - 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:**

- C.1 - Base Pricing**
- C.2 - Volume Discounts**
- C.3 - State Multiplier**

### **C.1 - Category/Manufacturer Discount - *required***

*Complete the form for all flooring products, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested.*

### **C.2 - Volume Discounts - *optional***

*Complete the form for all additional volume discounts that your company is offering to participating agencies based on the size of the project.*

### **C.3 - State Multiplier - *required***

*Enter the multiplier/factor to be applied to the base product cost provided to arrive at the net member price for the product on C.3.*

# Form C.1 - Base Pricing

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all flooring products, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to participating agencies in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. In the tab marked C.3 - State Multiplier, enter the multiplier to be added, if any, to the base bid price to calculate that particular state's bid price. Additional rows may be added. Please note this is a **required form**.

**Responding Company's Name:** FLR Sanders, Inc. **REQUIRED FORM**

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Cost Factors</b>						
Performance and payment bond - bonding rate (percent of project)			Percent	1.5%	25%	1.1%
Bonding capacity - total amonth of capacity available			Dollar Amount			\$ 2,000,000.00
CPC discounts offered on individual manufacturer's published price			Percent			16%
Alternative methods of costing - percent of overhead/markup to cost			Percent			15%
<b>Installation of New or Replacement Maple Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project. A complete quoted system shall include: vapor barrier, subfloor materials, maple, installation, sanding, two (2) coats of sealer, and two (2) coats of finish.</b>						
<b>Resilient Pre-Engineered Fixed Panel System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 12.50	16%	\$ 10.50
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 12.38	16%	\$ 10.40
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 12.38	16%	\$ 10.40
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 12.38	16%	\$ 10.40
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.61	16%	\$ 9.75
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.55	16%	\$ 9.70
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.55	16%	\$ 9.70
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.55	16%	\$ 9.70
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 12.02	16%	\$ 10.10
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.67	16%	\$ 9.80
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.67	16%	\$ 9.80
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.67	16%	\$ 9.80
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.67	16%	\$ 9.80
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.13	16%	\$ 9.35
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
<b>Double Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.85	16%	\$ 9.95
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.73	16%	\$ 9.85
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.73	16%	\$ 9.85
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.73	16%	\$ 9.85
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.49	16%	\$ 9.65
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.49	16%	\$ 9.65
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.49	16%	\$ 9.65
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.49	16%	\$ 9.65
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.95	16%	\$ 9.20
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.89	16%	\$ 9.15
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.89	16%	\$ 9.15
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.89	16%	\$ 9.15
<b>Sleeper Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.19	16%	\$ 9.40
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.83	16%	\$ 9.10
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.83	16%	\$ 9.10
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.83	16%	\$ 9.10
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.83	16%	\$ 9.10
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.60	16%	\$ 8.90
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.54	16%	\$ 8.85
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.54	16%	\$ 8.85
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.54	16%	\$ 8.85
<b>Sleeper w/ Plywood Floor System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.19	16%	\$ 9.40
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.19	16%	\$ 9.40
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.19	16%	\$ 9.40
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.95	16%	\$ 9.20
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.95	16%	\$ 9.20
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.95	16%	\$ 9.20
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.95	16%	\$ 9.20
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.42	16%	\$ 8.75
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.36	16%	\$ 8.70
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.36	16%	\$ 8.70
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.36	16%	\$ 8.70

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
<b>Basket Weave Systems</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.43	16%	\$ 9.60
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.07	16%	\$ 9.30
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 10.54	16%	\$ 8.85
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 10.48	16%	\$ 8.80
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 10.48	16%	\$ 8.80
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 10.48	16%	\$ 8.80
<b>Basket Weave w/ Pads System</b>						
First grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 12.26	16%	\$ 10.30
First grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
First grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
First grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 12.14	16%	\$ 10.20
Second grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
Second grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
Second grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
Second grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.90	16%	\$ 10.00
Third grade hard Maple - 25/32" x 1 1/2"			Per Sq. Ft.	\$ 11.37	16%	\$ 9.55
Third grade hard Maple - 25/32" x 2 1/4"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
Third grade hard Maple - 25/32" x 2 1/2"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
Third grade hard Maple - 25/32" x 3 1/4"			Per Sq. Ft.	\$ 11.31	16%	\$ 9.50
<b>Installation of New or Replacement Synthetic Flooring Including Subfloor, Labor, Supplies, and Materials for:</b>						
<b>**All quoted pricing proposed below must include complete and installed finished system, ready to be played on, less game lines as game lines and logos vary by project.</b>						
<b>Synthetic Flooring</b>						
Monoflex Urethane Athletic Flooring - Furnished & Installed	Champion	Monoflex 7+2	Per Sq. Ft.	\$ 10.00	12%	\$ 8.80
Monoflex HD Urethane Athletic Flooring - F & I	Champion	Monoflex HD 7 + 2	Per Sq. Ft.	\$ 10.91	12%	\$ 9.60
Monoflow Urethane Over-Pour System - F & I	Champion	Monoflow	Per Sq. Ft.	\$ 8.80	12%	\$ 7.74
10 mm Interlocking Rubber Tile Flooring	Aacer Flooring	JV Elite	Per Sq. Ft.	\$ 8.00	15%	\$ 6.80
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Taping, Painting &amp; Line Striping</b>						
Simple Mascot Logo			Each	\$ 1,350.00	10%	\$ 1,215.00
Complex Mascot Logo			Each	\$ 3,750.00	10%	\$ 3,375.00
Other Logo			Each			\$ -
Lettering (painted)			Each			\$ -
Lettering - 24" tall one color (painted)			Each	\$ 90.00	10%	\$ 81.00
Lettering - Adder per 1" over 24" (painted)			Each	\$ 1.50	10%	\$ 1.35
Lettering - 24" tall reversed stencil			Each	\$ 90.00	10%	\$ 81.00
Lettering - Adder per 1" over 24"			Each	\$ 1.50	10%	\$ 1.35
Lettering (wood reveal)			Each			\$ -
Stenciled Logo - up to 10' diameter			Each	\$ 2,200.00	10%	\$ 1,980.00
Stenciled Logo - over 10' diameter			Each	\$ 3,200.00	10%	\$ 2,880.00
Blended Logo - up to 10' diameter			Each	\$ 3,200.00	10%	\$ 2,880.00
Blended Logo - over 10' diameter			Each	\$ 4,200.00	10%	\$ 3,780.00
Colored Logo - up to 10' diameter			Each	\$ 2,750.00	10%	\$ 2,475.00
Colored Logo over 10' diameter			Each	\$ 4,250.00	10%	\$ 3,825.00
Basketball Court Lines			Each	\$ 600.00	10%	\$ 540.00
Badminton Court Lines			Each	\$ 450.00	10%	\$ 405.00
Volleyball Court Lines			Each	\$ 500.00	10%	\$ 450.00
Painted Borders (2')			Each	\$ 800.00	10%	\$ 720.00
Painted Borders (3')			Each	\$ 1,200.00	10%	\$ 1,080.00
Painted Borders (4')			Each	\$ 1,600.00	10%	\$ 1,440.00
Painted Border, additional foot			Each	\$ 400.00	10%	\$ 360.00
Painted Keys			Each	\$ 1,400.00	10%	\$ 1,260.00
Painted 3 Point Area			Each	\$ 1,500.00	10%	\$ 1,350.00
<b>Plywood Subfloor Repair or Replacement for:</b>						
Resilient Pre-Engineered Fixed Panel System			Per Sq. Ft.	\$ 30.00	10%	\$ 27.00
Resilient Fixed Plywood Sleeper With Continuous Floor System			Per Sq. Ft.	\$ 30.00	10%	\$ 27.00
Double Plywood Floor System			Per Sq. Ft.	\$ 30.00	10%	\$ 27.00
Sleeper and Sleeper with Plywood Floor System			Per Sq. Ft.	\$ 25.00	10%	\$ 22.50
Sleeper Floor System			Per Sq. Ft.	\$ 25.00	10%	\$ 22.50
Basket Weave Systems			Per Sq. Ft.	\$ 30.00	10%	\$ 27.00
Basket Weave with Pads System			Per Sq. Ft.	\$ 30.00	10%	\$ 27.00
<b>Floor Prep and Removal Services to Include Labor and Materials</b>						
Vapor Barrier			Per Sq. Ft.	\$ 1.35	16%	\$ 1.13
Hardwood Floor and Subfloor Removal			Per Sq. Ft.	\$ 3.80	16%	\$ 3.19
Concrete Subfloor Preparation			Per Sq. Ft.	\$ 25.00	16%	\$ 21.00
Non-Concrete Subfloor Preparation			Per Sq. Ft.	\$ 15.00	16%	\$ 12.60
Disposal of construction or demolition materials			Per Sq. Ft.	\$ 0.30	16%	\$ 0.25
<b>Repair &amp; Renovation of Floorin to Include Hardwood Flooring, Materials, and Labor</b>						
Solvent base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.	\$ 30.00	16%	\$ 25.20
Solvent base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.	\$ 30.00	16%	\$ 25.20
Water base product - First grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.	\$ 32.00	16%	\$ 26.88

Product Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Water base product - Second grade, Northern Hard Maple - 25/32" x 1 1/2" or 2 1/4" or 2 1/2" or 3 1/4"			Per Sq. Ft.	\$ 32.00	16%	\$ 26.88
Cost to apply additional coat of finish to refinished floor			Per Sq. Ft.	\$ 0.60	16%	\$ 0.50
<b>Floor Refinishing - Cost Per Coat or Application</b>						
Solvent Base Product - refinish existing hardwood			Per Sq. Ft.	\$ 2.30	16%	\$ 1.93
Solvent Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.	\$ 0.35	16%	\$ 0.29
Water Base Product - refinish existing hardwood floors			Per Sq. Ft.	\$ 2.75	16%	\$ 2.31
Water Base Product - apply additional coat of finish to refinished floor			Per Sq. Ft.	\$ 0.60	16%	\$ 0.50
Simple Mascot Logo			Each	\$ 1,350.00	10%	\$ 1,215.00
Complex Mascot Logo			Each	\$ 3,750.00	10%	\$ 3,375.00
Other Logo			Each		10%	\$ -
Lettering (painted)			Each		10%	\$ -
Lettering - 24" tall one color (painted)			Each	\$ 90.00	10%	\$ 81.00
Lettering - Adder per 1" over 24" (painted)			Each	\$ 1.50	10%	\$ 1.35
Lettering - 24" tall reversed stencil			Each	\$ 90.00	10%	\$ 81.00
Lettering - Adder per 1" over 24"			Each	\$ 1.50	10%	\$ 1.35
Lettering (wood reveal)			Each		10%	\$ -
Stenciled Logo - up to 10' diameter			Each	\$ 2,200.00	10%	\$ 1,980.00
Stenciled Logo - over 10' diameter			Each	\$ 3,200.00	10%	\$ 2,880.00
Blended Logo - up to 10' diameter			Each	\$ 3,200.00	10%	\$ 2,880.00
Blended Logo - over 10' diameter			Each	\$ 4,200.00	10%	\$ 3,780.00
Colored Logo - up to 10' diameter			Each	\$ 2,750.00	10%	\$ 2,475.00
Colored Logo over 10' diameter			Each	\$ 4,250.00	10%	\$ 3,825.00
Basketball Court Lines			Each	\$ 600.00	10%	\$ 540.00
Badminton Court Lines			Each	\$ 450.00	10%	\$ 405.00
Volleyball Court Lines			Each	\$ 500.00	10%	\$ 450.00
Painted Borders (2')			Each	\$ 800.00	10%	\$ 720.00
Painted Borders (3')			Each	\$ 1,200.00	10%	\$ 1,080.00
Painted Borders (4')			Each	\$ 1,600.00	10%	\$ 1,440.00
Painted Border, additional foot			Each	\$ 400.00	10%	\$ 360.00
Painted Keys			Each	\$ 1,400.00	10%	\$ 1,260.00
Painted 3 Point Area			Each	\$ 1,500.00	10%	\$ 1,350.00
<b>Periodic Cleaning &amp; Recoating</b>						
Solvent Base Product - periodic scrub and recoating of hardwood gymnasium floors			Per Sq. Ft.	\$ 0.38	16%	\$ 0.32
Water Base Product - periodic scrub and recoat of hardwood floors			Per Sq. Ft.	\$ 0.70	16%	\$ 0.59
<b>Repair &amp; Renovation and/or Refinishing of Stage Floor</b>						
Solvent Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.	\$ 20.00	16%	\$ 16.80
Solvent Base Product - Sanding and refinishing stage floor			Per Sq. Ft.	\$ 6.00	16%	\$ 5.04
Solvent Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.	\$ 0.38	16%	\$ 0.32
Solvent Base Product - Chemical stripping and refinishing			Per Sq. Ft.	\$ 1.10	16%	\$ 0.92
Water Base Product - Repair, restoration and/or refinishing stage floor			Per Sq. Ft.	\$ 21.00	16%	\$ 17.64
Water Base Product - Sanding and refinishing stage floor			Per Sq. Ft.	\$ 6.50	16%	\$ 5.46
Water Base Product - To apply additional coat of finish to refinished floor			Per Sq. Ft.	\$ 0.70	16%	\$ 0.59
Water Base Product - Chemical stripping and refinishing			Per Sq. Ft.	\$ 1.50	16%	\$ 1.26
<b>Materials and Labor to Install the Following:</b>						
Wall cove base			Linear Ft.	\$ 15.00	16%	\$ 12.60
Outside corners			Each	\$ 25.00	16%	\$ 21.00
Aluminum thresholds (5")			Linear Ft.	\$ 42.00	10%	\$ 37.80
Aluminum thresholds (6")			Linear Ft.	\$ 43.00	10%	\$ 38.70
Aluminum thresholds (7")			Linear Ft.	\$ 44.00	10%	\$ 39.60
Aluminum thresholds (8")			Linear Ft.	\$ 45.00	10%	\$ 40.50
<b>Labor Only to Apply Owners Supplied Materials</b>						
Solvent Based Stains and Sealers			Per Sq. Ft.	\$ 0.75	16%	\$ 0.63
Water Based Stains and Sealers			Per Sq. Ft.	\$ 0.70	16%	\$ 0.59
Wall cove base			Linear Ft.	\$ 6.50	16%	\$ 5.46
Outside corners			Each	\$ 15.00	16%	\$ 12.60
Aluminum thresholds (5")			Linear Ft.	\$ 30.00	10%	\$ 27.00
Aluminum thresholds (6")			Linear Ft.	\$ 30.00	10%	\$ 27.00
Aluminum thresholds (7")			Linear Ft.	\$ 30.00	10%	\$ 27.00
Aluminum thresholds (8")			Linear Ft.	\$ 30.00	10%	\$ 27.00
<b>Other Accessories and/or Materials</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

# Form C.2 - Volume Discounts

\*Please note this workbook has multiple tabs.

**Instructions.** Please complete the form below if your company is offering additional discounts on a purchase of hardwood or synthetic flooring beyond the pricing offered in Form C.1 - Base Pricing. Please note that the pricing listed on this form is considered the Net Price to Member. If a multiplier/factor has been listed in Form C.3 - State Multiplier, that factor will be applied to the offered volume pricing found on this form. Please note this is an **optional form**.

**Responding Company's Name:**

**FLR Sanders, Inc.**

**OPTIONAL FORM**

Type of System	Cost Per Sq. Ft. for 6,000 to 8,000 Sq. Ft.	Cost Per Sq. Ft. for 8,000 to 10,000 Sq. Ft.	Cost Per Sq. Ft. for 10,000 to 12,000 Sq. Ft.	Cost Per Sq. Ft. for 12,000 to 14,000 Sq. Ft.	Cost Per Sq. Ft. for 14,000 to 16,000 Sq. Ft.	Cost Per Sq. Ft. for 16,000 to 18,000 Sq. Ft.	Cost Per Sq. Ft. for 18,000+ Sq. Ft.
<b>Resilient Pre-Engineered Fixed Panel Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Resilient Fixed Plywood Sleeper w/ Continuous Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Double Plywood Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Sleeper Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Sleeper w/ Plywood Floor System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Basket Weave Systems</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Basket Weave w/ Pads System</b>							
First grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
First grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Second grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 1 1/2"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Third grade hard Maple - 25/32" x 2 1/4"	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
<b>Synthetic Flooring</b>							
Monoflex Urethane Athletic Flooring - Furnished & Installed	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Monoflex HD Urethane Athletic Flooring - F & I	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
Monoflow Urethane Over-Pour System - F & I	\$ (0.05)	\$ (0.10)	\$ (0.13)	\$ (0.16)	\$ (0.16)	\$ (0.16)	\$ (0.16)
10 mm Interlocking Rubber Tile Flooring							

# Form C.3 - State Multiplier

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

**Instructions.** For each of the states listed below, provide your multiplier/factor to be applied to the base product cost provided to arrive at the price for the product. For further clarification, please review the Standard Terms and Conditions found in the Technical Specifications of this RFP.

**Responding Company's Name:** FLR Sanders, Inc.

**REQUIRED FORM**

<b>Project types</b>		<b>North Dakota Multiplier</b>	<b>South Dakota Multiplier</b>
		0.00%	0.00%
<b>Non-prevailing wage project:</b>		0.00%	0.00%
<b>Prevailing wage project:</b>		35.00%	30.00%
<b>Davis Bacon wage project:</b>		35.00%	35.00%

## Form D - Subcontractor Utilization

RFP Name: Hardwood & Synthetic Flooring

RFP Number: 18.4

Vendor Name: FLR Sanders, Inc.

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

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

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: \_\_\_\_\_



## **Form E - Uniform Guidance “EDGAR” Certification Form** **2 CFR Part 200**

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 and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, the Cooperative Purchasing Connection (CPC) will consider and may list the response as the vendors is unable to comply. A “No” response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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### **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.

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### **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 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 not year provided as the date of termination, 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 effected 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.

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### **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.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 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, 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, 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](http://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 USC 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 or she is otherwise entitled.

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#### **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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week 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 work week. The requirements of the 40 USC 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.

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#### **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.

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## **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, 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.

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## **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 CPC 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 statutory or regulatory authority other than Executive Order 12549.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 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 USC 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.

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## **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 recover, 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, 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 vendors 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.

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

11. Profit as a Separate Element of Price	YES	LH
12. General Compliance with Participating Agencies	YES	LH

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By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

FLR Sanders, Inc.

---

Name of Company

*Lon Hollister*

---

Signature of Authorized Personnel

Lon Hollister

---

Printed Name

12/7/2017

---

Date

# Form F – Contract Offer & Award

## OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all 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 of 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 Cooperative Purchasing Connection 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 until a contract has been signed by both parties.

Company Name: FLR Sanders, Inc.

Address: 3079 92nd Ave

City: Princeton State: MN Zip: 55371

Contract Contact Person: Lon Hollister

Authorized Signature: *Lon Hollister*

Printed Name: Lon Hollister

## ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE COOPERATIVE PURCHASING CONNECTION

Contract Term: It is the Cooperative Purchasing Connection's intent to award a contract for Outdoor Furniture and Site Furnishings. The contract term may be renewed annually, up to three (3) additional terms.

\_\_\_\_\_  
CPC Authorized Signature

18.4 – HSF  
Contract Number

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## Form G – Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Please take a moment to review the checklist provided 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:**

Document Title	How to be Submitted
Bid Bond of \$5,000 (Copy)	Submit as PDF.
Form A – Addendum Acknowledgement – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form B – Questionnaire – Name of Company	Submit as a Word document
Form C – Pricing Schedule – Name of Company	Submit as an Excel document
Form D – Subcontractor Utilization Form – Name of Company	Submit as a PDF.
Form E – Uniform Guidance EDGAR Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form F – Contract Offer and Award – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form G – Proposal Checklist – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>
Form H – Assurance of Compliance – Name of Company	Printed, signed, and scanned, submit as PDF. * <b>Signature Required</b>

**IMPORTANT: Forms MUST be submitted electronically in the format indicated for the proposal to receive consideration. MS Word documents with inserted images of completed documents will not be accepted. Please double check your uploaded documents for completion prior to submission.**

*Lon Hollister*

Authorized Signature

12/7/2017

Date

## Form H – Assurance of Compliance Construction & Installation

The respondent has carefully checked the accuracy of all items including description, price per unit, and listed total price per item in this proposal. In addition, the respondent accepts the general provisions of the proposal, including delivery timelines, and all responsibilities of delivery as outlined.

The respondent is aware of any detailed and special conditions. This form establishes the minimum criteria that a “responsible contractor” must meet to be awarded a contract resulting from this solicitation, this criteria includes:

- Compliance with workers’ compensation and unemployment compensation requirements, registration with the Department of Revenue and DEED, and has a valid federal tax identification number (or Social Security number, if an individual);
- Compliance with: minimum wages, overtime, prevailing wages, timely payment of wages to employees, no misrepresentation of employment relationship, Fair Labor Standards Act, and U.S. federal prevailing wage, all according to existing statutes, and the bill specifies when a violation occurs;
- Compliance with (an no violations in past three years) of 181.723 (independent contractors); and chapter 326B (construction codes and licensing);
- No current tax liens or tax delinquencies;
- Not currently debarred by the federal government, the state, or a municipality;
- Subcontractors or vendors the awarded vendor(s) intends to use have verified that they meet the clauses mentioned above.

CPC members are not obligated to verify any of the information in the contractor certification and have no liability if they reasonably rely on the certification statement in awarding the contract, or if they decline to award the contract based on a reasonable determination that the awarded vendor(s)/contractor failed to verify compliance.

In submitting this proposal, it is understood that the respondent is submitting a signed statement under oath verifying the respondent as a “responsible contractor”. CPC reserves the right to reject any or all proposals, and it is agreed that this proposal may not be withdrawn during a period of one hundred-twenty (120) days from the time of the opening date.

Company Name: FLR Sanders, Inc.

Authorized Agent’s Signature: Lon Hollister

Agent’s Name (printed): Lon Hollister

Address: 3079 92nd Ave

City/State/Zip: Princeton, MN 55371

Telephone Number: 763-633-1170 Email: lhollister@flrsanders.com



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 37315 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **FLR SANDERS, INC.** whose address is Princeton, MN has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2018, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

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

Dated March 16, 2017.

A handwritten signature in black ink that reads "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

# ScissorLoc™ II

## FLOATING SYSTEMS

ScissorLoc II is a dimensionally stable system with excellent natural ventilation capabilities due to its criss-cross, solid wood subfloor design.

ScissorLoc II can withstand heavier loads because of its ability to adjust to the contour of the floor.

PowerVent™ Airflow system is a popular accompaniment to the ScissorLoc series. The system can detect moisture and start drying the floor system with mechanical airflow.



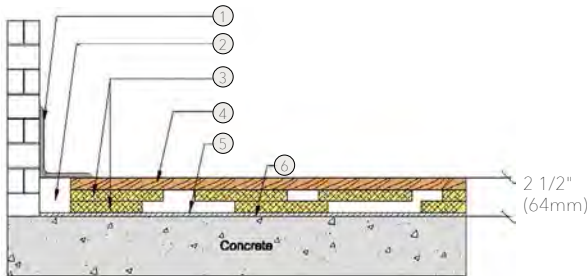
# ScissorLoc™ II

Available ScissorLoc™ Floor Systems: I, II, III, DC and LP



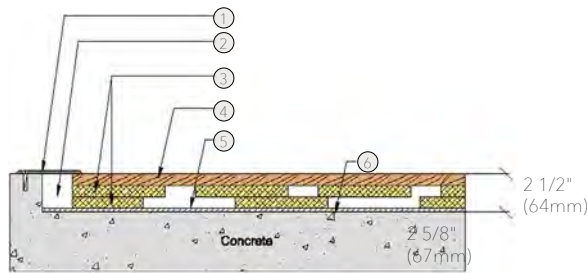
- 1. Precision-milled Acer Maple
- 2. 1" x 6" (19mm x 140mm) Dimensional Pine
- 3. 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. 1/4" (6mm) Performance Foam
- 5. 6 mil Polyethylene Vapor Barrier
- 6. Concrete

## WALL BASE



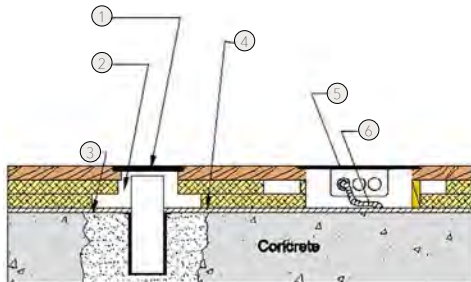
- 1. 3" x 4" (76mm x 101mm) Vent Cove Base
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. (2) Layers 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 5. 1/4" (6mm) Performance Foam
- 6. Vapor Barrier

## THRESHOLD



- 1. 1/4" (6mm) Aluminum Threshold
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. (2) Layers 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 5. 1/4" (6mm) Performance Foam
- 6. Vapor Barrier

## EQUIPMENT



- 1. Floor Plate
- 2. 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- 3. Vapor Barrier
- 4. 1/4" (6mm) Performance Foam
- 5. Flush Electrical Box or Scorer's Box
- 6. Flexible Conduit

Certified



Green Status and LEED Contributors



- FSC® Certified Maple - MRc7
- FSC® Certified Subfloor Components - MRc7
- EQ - 4.2
- Regional Materials - MRc5.1 & 5.2

Optional Versions

I, II, III, DC, LP

Resilience

1/4" Performance Foam  
\*Other pad options available.  
Contact your Regional Sales Manager.

Optional Accessory

PowerVent™

Slab Depression

ScissorLoc™ II  
• 25/32" (20mm) flooring - 2 1/2" (64mm)  
• 33/32" (26mm) flooring - 2 3/4" (70mm)

Optional Construction

Contact your Regional Sales Manager for system configurations.

Subfloor Construction

Solid Pine

System Type

Floating

Testing Laboratory



U.S. Patent #

#5,299,401

Warranty

Lifetime available

*It is the policy of Acer Flooring to continuously improve its line of products. Therefore, Acer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.*



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# ScissorLoc™ III

## FLOATING SYSTEMS

Like all of the Aacer ScissorLoc systems, ScissorLoc III features a criss-cross pattern and solid wood subfloor that creates a dimensionally stable system with excellent natural airflow. With it's high shock attenuation pad, ScissorLoc III provides the ultimate in shock absorption. It's excellent resiliency aids in reducing stress related injuries. This system is a good choice for aerobic floors, dance halls, and cardio kick boxing.



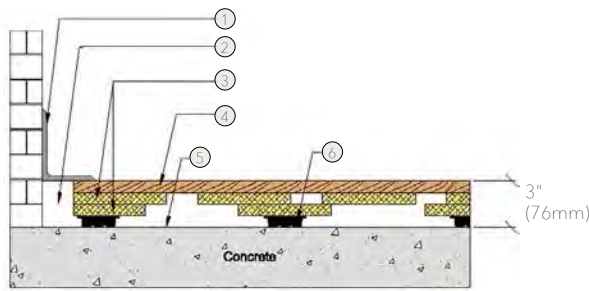
# ScissorLoc™ III

Available ScissorLoc™ Floor Systems: I, II, III, DC and LP



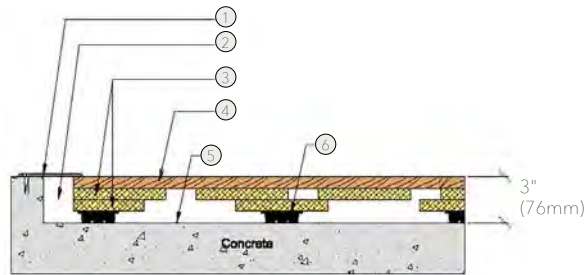
- 1. Precision-milled Aacer Maple
- 2. 1" x 6" (19mm x 140mm) Dimensional Pine
- 3. 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. 3/4" (19mm) Resilient Pad

## WALL BASE



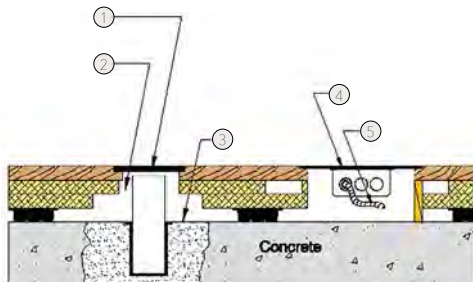
- 1. 3" x 4" (76mm x 101mm) Vent Cove Base
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. (2) Layers 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 5. Vapor Barrier
- 6. 3/4" (19mm) Resilient Pad

## THRESHOLD



- 1. 1/4" (6mm) Aluminum Threshold
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. (2) Layers 1" x 6" (19mm x 140mm) Dimensional Pine
- 4. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 5. Vapor Barrier
- 6. 3/4" (19mm) Resilient Pad

## EQUIPMENT



- 1. Floor Plate
- 2. 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- 3. Vapor Barrier
- 4. Flush Electrical Box or Scorer's Box
- 5. Flexible Conduit

Certified



Green Status and LEED Contributors



- FSC® Certified Maple - MRC7
- FSC® Certified Subfloor Components - MRC7
- EQ - 4.2
- Regional Materials - MRC5.1 & 5.2

Optional Versions

I, II, III, DC, LP

Resilience

3/4" (19mm) Resilient Pad

Optional Accessory

PowerVent™

Slab Depression

ScissorLoc™ III with 3/4" (19mm) Resilient Pad

- 25/32" (20mm) flooring - 3" (76mm)
- 33/32" (26mm) flooring - 3 1/4" (83mm)

Optional Construction

Contact your Regional Sales Manager for system configurations.

Subfloor Construction

Solid Pine

System Type

Floating

Testing Laboratory



U.S. Patent #

#5,299,401

Warranty

Lifetime available

*It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.*



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# AACER™

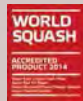
SPORTS FLOORING

## AacerFlex™

AacerFlex™ is a performance sports floor system which meets the ergonomic needs of today's athlete through sufficient force reduction, increased energy return, as well as outstanding ball rebound characteristics. AacerFlex's unique pad minimizes potential deadspots by increasing pad surface contact area without compromising the load bearing ability of the system.



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The mark of responsible forestry

# FLOATING



## AacerFlex™

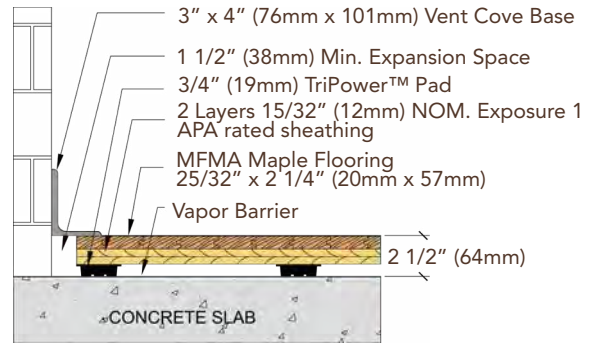
AacerFlex™ incorporates precision engineered pads that integrates load bearing ability with enhanced athletic performance. AacerFlex can be specified for multipurpose rooms, competitive sports applications and dance/aerobics. Available in AacerFlex™, AacerFlex™ TP and AacerFlex™ EN-DIN.



- ① Precision milled Acer Maple
- ② 2 layers of 15/32" (12mm) NOM. Exposure 1 APA rated sheathing
- ③ 3/4" TriPower™ Pad

Certified	
Green Status LEED Contributors	<p>FSC® Certified Maple - MRC7 FSC® Certified Subfloor Components - MRC7 EQ - 4.2 Regional Materials - MRC5.1 &amp; 5.2</p>
Optional Versions	<p>50 duro blue, 60 duro black, 70 duro red TriPower™, AacerFlex, EcoDIN, 1/2" TriPower™ Pad <i>*additional pad options available</i></p>
Resilience	Aacer TriPower™ Pad
Slab Depression	<p><b>3/4" (19mm) TriPower™ Pad, AacerFlex</b> 25/32" (20mm) flooring - 2 1/2" (64mm) 33/32" (26mm) flooring - 2 3/4" (70mm)</p> <p><b>1/2" (12mm) TriPower™ Pad</b> 25/32" (20mm) flooring - 2 1/4" (57mm) 33/32" (26mm) flooring - 2 1/2" (64mm)</p> <p><b>7/16" (11mm) EcoDIN Pad</b> 25/32" (20mm) flooring - 2 1/8" (55mm) 33/32" (26mm) flooring - 2 3/8" (60mm)</p>
Subfloor Construction	Plywood
System Type	Floating System
Testing Laboratory	
Warranty	Lifetime available

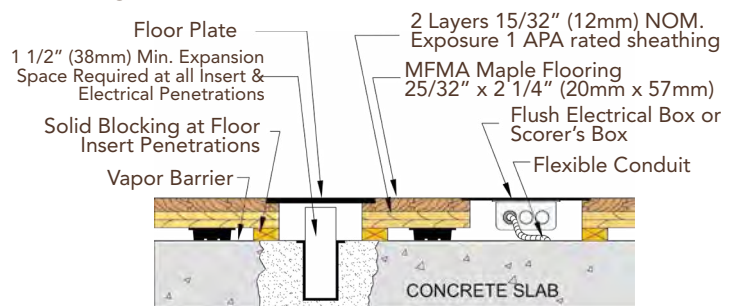
### WALL BASE



### THRESHOLD



### EQUIPMENT



# Anchored PowerSleeper™

FIXED RESILIENT SYSTEMS

Anchored PowerSleeper™ is an anchored system that fully engages the resilient pad ensuring uniform performance and increased structural stability. This system combines pre-engineered sleepers with a plywood underlayment for greater dimensional strength and stability. It is suitable for new and retrofit sports floor applications and commercial projects.





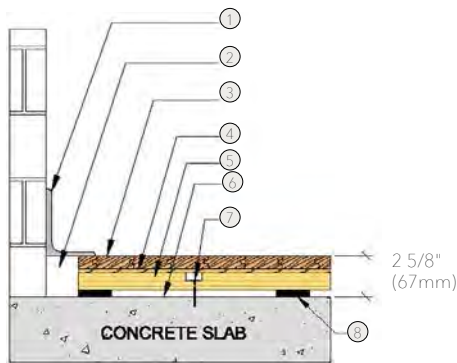
# Anchored PowerSleeper™

Anchored PowerSleeper™ is the perfect, traditional basketball floor where maximum performance and structural integrity are essential.



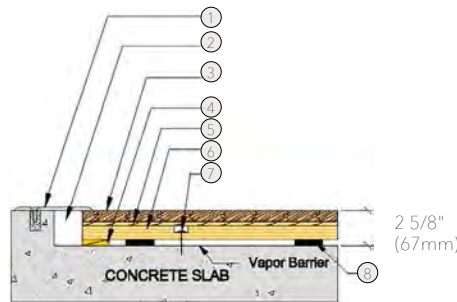
- |   |                                   |
|---|-----------------------------------|
| 1. Precision-milled Aacer Maple                       | 3. Pre-Engineered Plywood Sleeper |
| 2. 15/32" (12mm) NOM. Exposure 1, APA Rated Sheathing | 4. EcoDIN Pad                     |
|   | 5. Non-Squeak Anchor & Washer     |

## WALL BASE



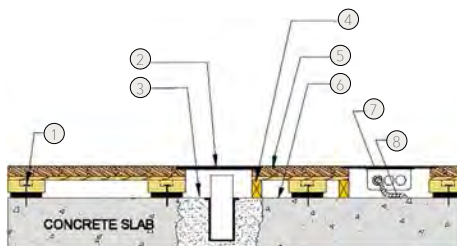
- 3" x 4" (76mm x 101mm) Vent Cove Base
- 2" (51mm) Min. Expansion Space
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 15/32" (12mm) Underlayment
- Pre-Engineered Plywood Sleeper
- Vapor Barrier
- Steel Concrete Anchor with Bushing
- 7/16" (11mm) EcoDIN Pad

## THRESHOLD



- 1/4" (6mm) Aluminum Threshold
- 2" (51mm) Min. Expansion Space
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Solid Blocking
- 15/32" (12mm) Underlayment
- Pre-Engineered Plywood Sleeper
- Steel Concrete Anchor with Bushing
- 7/16" (11mm) EcoDIN Pad

## EQUIPMENT



- Steel Concrete Anchor with Bushing
- Floor Plate
- 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- Solid Blocking at Floor Insert Penetration
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Vapor Barrier
- Flush Electrical Box or Scorer's Box
- Flexible Conduit

## Anchorage

## Certified



## Green Status and LEED Contributors



- FSC® Certified Maple - MRc7
- FSC® Certified Subfloor Components - MRc7
- EQ - 4.2
- Regional Materials - MRc5.1 & 5.2

## Resilience

EcoDIN, 1/2" TriPower™, 3/4" TriPower™, AacerFlex

## Slab Depression

- 7/16" (11mm) EcoDIN
- 25/32" (20mm) flooring – 2 5/8" (67mm)
  - 33/32" (26mm) flooring – 2 7/8" (73mm)
- 1/2" (12mm) TriPower™ Pad
- 25/32" (20mm) flooring – 2 5/8" (67mm)
  - 33/32" (26mm) flooring – 2 7/8" (73mm)

## System Type

Fixed Resilient / Floating

## Optional Construction

Contact your Regional Sales Manager for system configurations.

## Subfloor Construction

Sleeper Plywood

## Testing Laboratory



## U.S. Patent #

Pending

## Warranty

Lifetime available

*It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.*



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# AacerChannel™ VLP

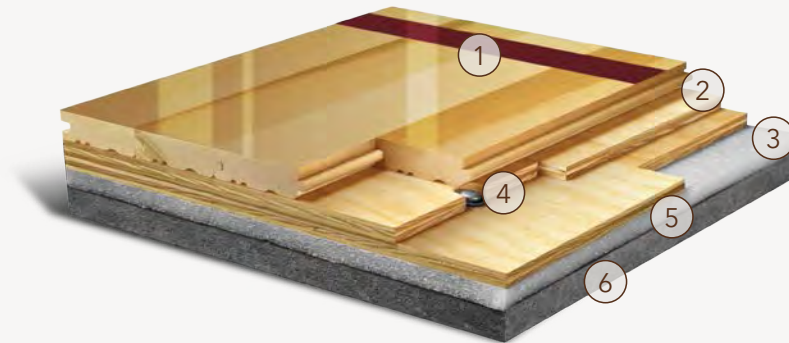
## FIXED RESILIENT SYSTEMS

The AacerChannel™ VLP performance sports floor system provides the resiliency and safety of a floating floor and the stability of an anchored system. The floor's 100% factory assembled panels ensure uniform performance and fast installation making it ideal for facility retrofit projects and facilities requiring lower profile systems.



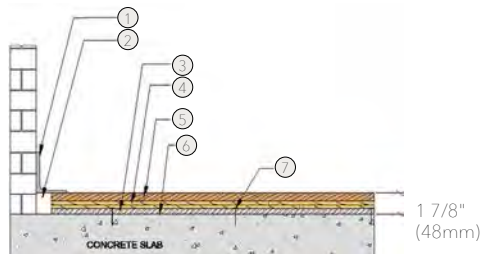
# AcerChannel™ VLP

AcerChannel™ VLP is a fixed resilient sports performance floor system that features a monolithic subfloor with full flex and a full thickness APA engineered underlayment to maximize system performance. The result is a floor with increased stability, shock absorbency, energy return and low vibration.



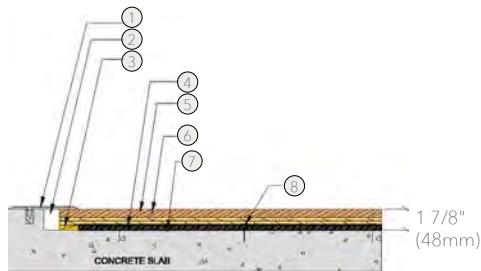
1. Precision-milled Acer Maple
2. Integrated Panels form a Monolithic Subfloor
3. Performance Foam
4. Collared Steel Drive Pin
5. 6 mil Polyethylene Vapor Barrier
6. Concrete

## WALL BASE



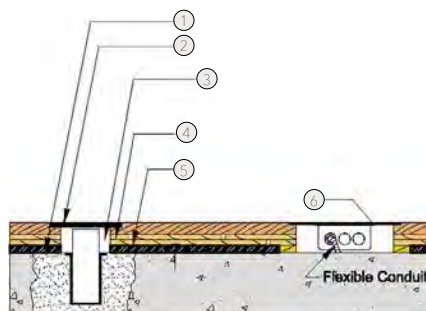
1. 3" x 4" (76mm x 101mm) Vent Cove Base
2. 1 1/2" (38mm) Min. Expansion Space
3. 1/2" (12mm) Performance Foam
4. Pre-Engineered AcerChannel™ VLP Panel
5. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
6. Vapor Barrier
7. Concrete Fastener

## THRESHOLD



1. 1/4" (6mm) Aluminum Threshold
2. 1 1/2" (38mm) Min. Expansion Space
3. Solid Blocking at Doorways and High Load Areas
4. 1/2" (12mm) Performance Foam
5. Pre-Engineered AcerChannel™ VLP Panel
6. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
7. Vapor Barrier
8. Concrete Fastener

## EQUIPMENT



1. Vapor Barrier
2. Floor Plate
3. 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
4. Pre-Engineered AcerChannel™ VLP Panel
5. 1/2" (12mm) Performance Foam
6. Flush Electrical Box or Scorer's Box

Anchorage

Certified

Green Status and LEED Contributors

Resilience

Optional Version

Slab Depression

Subfloor Construction

System Type

Testing Laboratory

U.S. Patent #

Warranty

Drill and Pin



- FSC® Certified Maple - MRC7
- FSC® Certified Subfloor Components - MRC7
- EQ - 4.2
- Regional Materials - MRC5.1 & 5.2

Performance Foam

Channeled Foam, 12mm TriPower™ Pad, EcoDIN

1/2" (12mm) Performance Foam, 1/2" (12mm) TriPower™ Pads

- 25/32" (20mm) flooring – 1 7/8" (48mm)
- 33/32" (26mm) flooring – 2 1/8" (54mm)

Pre-manufactured panels

Fixed Resilient / Floating



#5,647,183

Lifetime available

*It is the policy of Acer Flooring to continuously improve its line of products. Therefore, Acer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.*



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# AacerCush I

## FLOATING SYSTEMS

Resilience, low cost and ease of installation make AacerCush I one of the most widely utilized athletic floors. AacerCush I is ideal for racquetball and squash courts, stage floors, gymnasiums and multipurpose rooms.

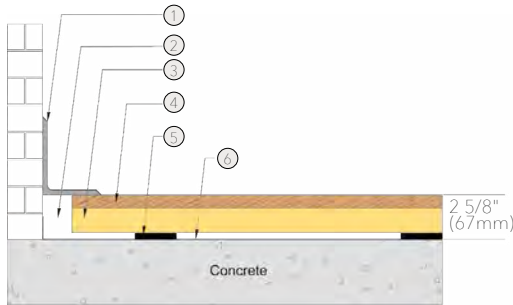


# AacerCush I



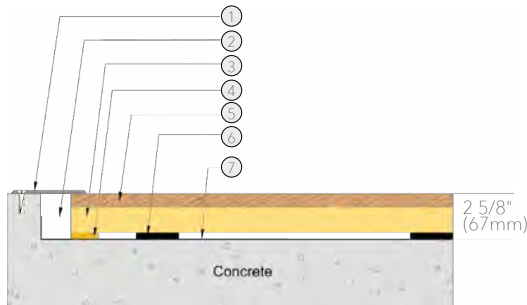
- 1. Precision-milled Acer Maple
- 2. 2" x 3" (38mm x 64mm) AacerCush Sleeper
- 3. 3/8" (10mm) AacerCush Pad

## WALL BASE



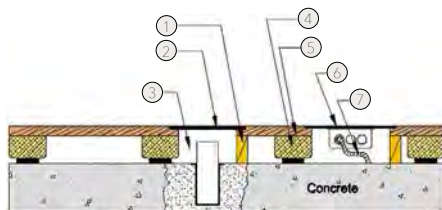
- 1. 3" x 4" (76mm x 101mm) Vent Cove Base
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. AacerCush Sleeper
- 4. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 5. 3/8" (10mm) AacerCush Pad
- 6. Vapor Barrier

## THRESHOLD



- 1. 1/4" (6mm) Aluminum Threshold
- 2. 1 1/2" (38mm) Min. Expansion Space
- 3. AacerCush Sleeper
- 4. Solid Blocking
- 5. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 6. 3/8" (10mm) AacerCush Pad
- 7. Vapor Barrier

## EQUIPMENT



- 1. Solid Blocking at Floor Insert Penetrations
- 2. Floor Plate
- 3. 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- 4. AacerCush Sleeper
- 5. MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- 6. Flush Electrical Box or Scorer's Box
- 7. Flexible Conduit

Certified



Green Status and LEED Contributors



- FSC® Certified Maple - MRc7
- FSC® Certified Subfloor Components - MRc7
- EQ - 4.2
- Regional Materials - MRc5.1 & 5.2

Resilience

3/8" (10mm) and 5/8" (16mm) AacerCush Pad  
\*other pad options available

Slab Depression

3/8" (10mm) AacerCush Pad  
• 25/32" (20mm) flooring – 2 5/8" (67mm)  
• 33/32" (26mm) flooring – 2 7/8" (73mm)

Subfloor Construction

Sleeper

System Type

Floating

Testing Laboratory



Warranty

Lifetime available

*It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.*



see us at [Sweets.com](http://Sweets.com)



# AacerCush I+

## FLOATING SYSTEMS

AacerCush I+ is a shock absorbent variable profile system. This system combines sleepers with a plywood layer for greater dimensional strength. This system is ideal for new and retrofit commercial and athletic applications.

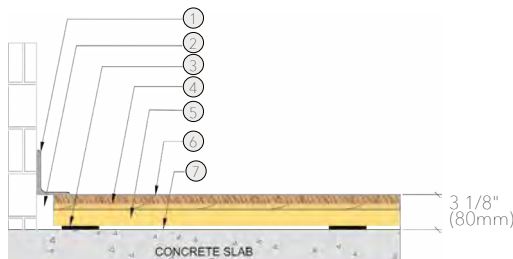


# AacerCush I+



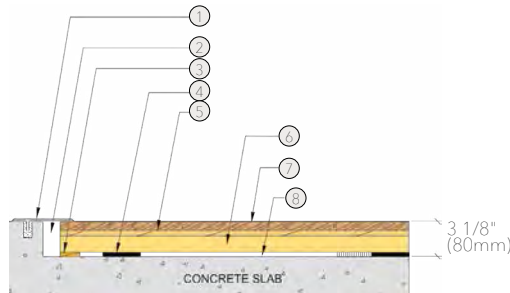
- |  |                                    |
|--|------------------------------------|
| 1. Precision-milled Aacer Maple                                | 4. 3/8" (10mm) AacerCush Pad       |
| 2. Layer of 15/32" (12mm) NOM. Exposure 1, APA Rated Sheathing | 5. 6mil Polyethylene Vapor Barrier |
| 3. 2" x 3" (38mm x 64mm) AacerCush Sleeper                     | 6. Concrete                        |

## WALL BASE



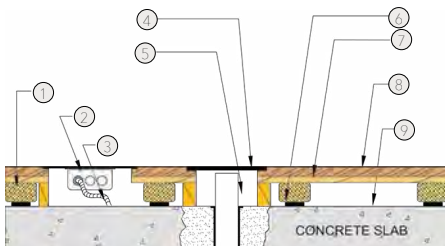
- 3" x 4" (76mm x 101mm) Vent Cove Base
- 1 1/2" (38mm) Min. Expansion Space
- 3/8" (10mm) AacerCush Pad
- 15/32" (12mm) NOM. Exposure 1 APA rated Sheathing
- AacerCush Sleeper
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Vapor Barrier

## THRESHOLD



- 1/4" (6mm) Aluminum Threshold
- 1 1/2" (38mm) Min. Expansion Space
- Solid Blocking
- 3/8" (10mm) AacerCush Pad
- 15/32" (12mm) NOM. Exposure 1 APA rated Sheathing
- AacerCush Sleeper
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Vapor Barrier

## EQUIPMENT



- AacerCush Sleeper
- Flush Electrical Box or Scorer's Box
- Flexible Conduit
- Floor Plate
- 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- 3/8" (10mm) AacerCush Pad
- 15/32" (12mm) NOM. Exposure 1 APA rated Sheathing
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Vapor Barrier

Certified



Green Status and LEED Contributors



- FSC® Certified Maple - MRc7
- FSC® Certified Subfloor Components - MRc7
- EQ - 4.2
- Regional Materials - MRc5.1 & 5.2

Resilience

3/8" (10mm) and 5/8" (16mm) AacerCush Pad  
\*other pad options available

Slab Depression

3/8" (10mm) AacerCush Pad  
• 25/32" (20mm) flooring – 3 1/8" (80mm)  
• 33/32" (26mm) flooring – 3 3/8" (86mm)

5/8" (16mm) AacerCush Pad

- 25/32" (20mm) flooring – 3 3/8" (86mm)
- 33/32" (26mm) flooring – 3 5/8" (92mm)

Subfloor Construction

Sleeper Plywood

System Type

Floating

Testing Laboratory



Warranty

Lifetime available

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# RFP 18.4 - Hardwood & Synthetic Flooring

## RFP Evaluation Form

Proposals will be evaluated based on the evaluation criteria as state below. The cost proposal will not be opened by the review committee until after the qualification points are awarded. A 550 point scale will be used to create the final evaluation recommendation. When assessing points, utilize a 1-10 scale which will then be multiplied by the weight assigned.

Guidance	Factor
10	Outstanding, far exceeds minimum requirements in most areas.
9-8	Excellent, insightful response
7-6	Above average, exceeds minimum requirements in many or all areas.
5-4	Average, meets minimum requirements, exceeds minimum requirements in some areas.
3-2	Slightly below average, meets minimum requirements.
1-0	Well below average, barely meets minimum requirements.
0	Totally unresponsive, does not meet minimum requirements

Factor	Points	Weight
Vendor Information (25 points)	25	5%
Qualifications & Experience (80 points)	80	15%
Marketing & Partnership (45 points)	45	8%
Financials & Level of Support (65 points)	65	12%
Project Personnel (30 points)	30	5%
Assessment, Design & Layout (50 points)	50	9%
Delivery & Installation (55 points)	55	10%
Miscellaneous (20 points)	20	4%
References (30 points)	30	5%
Pricing (150 points)	150	27%
	550	100%

Criteria	Dynamic Sports Construction					FLR Sanders				
	Possible Points	Points Awarded	Multiplier	Factor Points	Total Points	Possible Points	Points Awarded	Multiplier	Factor Points	Total Points
Vendor Information (25 points)	0-10	10	1	25	25	0-10	10	1	25	25
Qualifications & Experience (80 points)	0-10	8	0.8	80	64	0-10	10	1	80	80
Marketing & Partnership (45 points)	0-10	7	0.7	45	31.5	0-10	10	1	45	45
Financials & Level of Support (65 points)	0-10	7	0.7	65	45.5	0-10	9	0.9	65	58.5
Project Personnel (30 points)	0-10	9	0.9	30	27	0-10	9	0.9	30	27
Assessment, Design & Layout (50 points)	0-10	8	0.8	50	40	0-10	9	0.9	50	45
Delivery & Installation (55 points)	0-10	8	0.8	55	44	0-10	9	0.9	55	49.5
Miscellaneous (20 points)	0-10	10	1	20	20	0-10	10	1	20	20
References (30 points)	0-10	30	3	30	90	0-10	30	3	30	90
Total Technical Points					<b>387</b>					<b>440</b>
Pricing (150 points)	150	90			90	150	135			135
Total Score					<b>477</b>					<b>575</b>

Review Committee: Lisa Truax NDESC  
Shareen Neumann SWWC - SD

Review Date: 12/7/2017 1:45 PM CT



December 12, 2017

FLR Sanders, Inc.  
Attn: Lon Hollister  
3079 92<sup>nd</sup> Ave  
Princeton, MN 55371

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**Award Decision, RFP # 18.4 – Hardwood and Synthetic Flooring**

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Dear Lon Hollister:

The Cooperative Purchasing Connection (CPC), using the weighted 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 in the states of North Dakota and South Dakota. This decision is subject to 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 in the near future 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 FLR Sanders in the Dakotas.

Regards,



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Lisa M. Truax | Bid & Contract Facilitator  
Cooperative Purchasing Connection

CC: Debbie Topinka  
Scott Irvine

December 12, 2017

Dynamic Sports Construction, Inc.  
Attn: Robert Wolensky  
301 Sonny Drive  
Leander, TX 78641

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**Award Decision, RFP # 18.4 – Hardwood and Synthetic Flooring**

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Dear Robert Wolensky:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) 18.4 – Hardwood and Synthetic Flooring.

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. The cooperative purchasing team has decided to reject your proposal.

We want to thank you for your proposal, taking the time to present in-person to our purchasing team and the interest in this RFP. CPC will look forward to your participation in future RFP's for similar engagements.

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

Regards,



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Lisa M. Truax | Bid & Contract Facilitator  
Cooperative Purchasing Connection

CC: Melissa Lowdermilk

# Form F – Contract Offer & Award

## OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all 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 of 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 Cooperative Purchasing Connection 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 until a contract has been signed by both parties.

Company Name: FLR Sanders, Inc.

Address: 3079 92nd Ave

City: Princeton State: MN Zip: 55371

Contract Contact Person: Lon Hollister

Authorized Signature: *Lon Hollister*

Printed Name: Lon Hollister

## ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE COOPERATIVE PURCHASING CONNECTION

Contract Term: It is the Cooperative Purchasing Connection's intent to award a contract for Hardwood and Synthetic Flooring. The contract term may be renewed annually, up to three (3) additional terms.

*Jeremy N. Kovach*  
CPC Authorized Signature

18.4 – HSF  
Contract Number

Awarded this 12th day of December, 2017.