

Solicitation Checklist

Proposal: RFP #21.16 - Resinous Concrete Floor Coatings

Awarded Vendor(s): SwedeBro

Award Date: May 7, 2021 **Contract Number:** 21.16 - SWB

- ☒ 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

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



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

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

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

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

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

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 03/08/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	384308
StarTribune 03/15/2021	COOPERATIVE PURCHASING CONNECTION	1000337556	384308

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

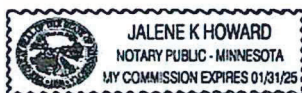
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 03/14/2021

Jale K. Howard



Notary Public

QUALIFIERS CONFERENCE CHAMP**QUALIFIERS CONFERENCE CHAMP**

Ohio Valley	Belmont	Mid-
Atlantic Coast	N.C. State	Big
Pac-12	Stanford	W
Southeastern	South Carolina	Conf
Southern	Mercer	Colon
Big East	Connecticut	SWAC
Sun Belt	Troy	Western
Horizon League	Wright State	Big 12
Summit League	South Dakota	Big 10
West Coast	Oranga	Atlanta
American West	Wyoming	Big
American Athletic	South Florida	Missou
America East	Stony Brook	North
Big Ten	Maryland	Pacific
Metro Atlantic Athletic	Kearst	South
Mid-American	Central Michigan	Big

DATES
March 21-22: First round. March 23-24: Second round.
March 29, 30: Regional finals. April 2, 4: Final Semifinals.
April 5, 6: Final.

All games will be played in the In San Antonio area.

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Mortgage Foreclosures

falls on a Saturday, Sunday or legal holiday.

THE TIME ALLOWED BY LAW FOR RECEIPT BY THE MORTGAGEE OF THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 52.032, DETERMINING AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN 5 UNITS, ARE NOT PROPERLY USED FOR AGRICULTURAL PRODUCTION AND ARE ABANDONED.

Dated: February 1, 2021

Wilmington Savings Fund Society, FSB, not in its individual capacity, solely as trustee for BCAT 2020-1.

Assignee of Mortgage
 LSCS LEGAL GROUP LLP
 By Melissa L. B. Porter - 0337778
 Gary L. Porter - 0337447
 Joseph M. Rossman - 0397070
 Attorneys for Mortgage
 LSCS Legal Group LLP
 10000 Highway 101, 13147 State Road, Suite
 200 Burnsville, MN 55337
 952) 831-4060
 THIS IS A COMMUNICATION FROM
 THE TRUSTEE OF THE TRUST
 2/8, 2/15, 2/22, 3/1, 3/8, 3/15/21
 Star Tribune
 21-113610
**NOTICE OF MORTGAGE FORE-
 CLOSURE SALE**
 NOTICE OF TRUSTEE VERIFICATION OF
 THE DEBT AND THE IDENTITY OF THE
 ORIGINAL CREDITOR WITHIN THE
 TIME PROVIDED BY LAW IS NOT
 AFFECTED BY THIS ACTION.
 NOTICE IS HEREBY GIVEN, that de-
 spite the fact that the conditions
 of the following described mort-

OF MORTGAGE: May 20, 2019
 ORIGINAL PRINCIPAL AMOUNT OF
 MORTGAGE: \$216,015.00
 MORTGAGE(S): Belle Haywood
 Fossa, single woman
 MORTGAGEE: Mortgage Electronic
 Registration Systems, INC.
 MORTGAGE ORIGINATOR: Mortgage
 REGISTRATION AGENT: Systems,
 INC. 1006671-0000120547-3
 MORTGAGE ORIGINATOR AND MORT-
 GAGE ORIGINATOR STATED ON
 THE MORTGAGE: American Mort-
 gage & Equity Consultants, Inc.
 SERVER: PennyMac Loan Serv-
 LLC
 DATE AND PLACE OF FILING: Filed
 June 3, 2019, Anoka County Re-
 corders Office as Document Number 2228
 045.002
 ASSIGNMENTS OF MORTGAGE:
 Assigned to: PennyMac Loan Serv-
 LEGAL DESCRIPTION OF PROPERTY:

Lot 42 Block 2, of Riverwalk
Village City 186
ADDRESS, 13900 Ramsey
TrinW, Ramsey, MN 55303
PROPERTY IDENTIFICATION NUM-
BER, 34-32-25-0038
WHICH PROPERTY IS
LOCATED AND
THE AMOUNT CLAIMED TO BE DUE
ON THE MORTGAGE ON THE DATE
OF THE NOTICE, \$232,199.70.
The requirements have been complied with
that no action or proceeding has
been instituted at law or otherwise
to enforce the mortgage by said
mortgage, or any part thereof.
PURSUANT to the power of sale
contained in said mortgage, the
premises and the property therein
sold by the Sheriff of said county as
follows:
DATE AND TIME OF SALE, March
10, 2021, 10:00AM.
PLACE OF SALE, Sheriff's Main Of-
fice, 13301 Hanson Blvd NW, And-

any, MN 55304 to pay the debt secured by the mortgage. The mortgagee, its attorneys and disbursements, including the mortgagee's fees allowed by law, shall be paid by the mortgagee on or before the date of sale by the mortgagee(s) the personal representative(s) or assigns.

RIGHT TO REDEEM OR TO VACATE PROPERTY. If the real estate is an owner-occupied single-family dwelling, the mortgagee is provided by law, Minnesota Statutes, Chapter 580, the mortgagee(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the mortgagee(s) fails to pay the mortgage under section 580.23, is 11:59 p.m. on the next business day if September 30, 2021 is a Saturday, Sunday or legal holiday.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGEE OR THE MORTGAGEE(S) OR PERSONAL REPRESENTATIVES OR ASSIGNS.

IGNS, MAY BE REDUCED TO FIVE
 WEEKS IF A JUDICIAL ORDER IS
 OBTAINED FROM THE DISTRICT
 STATUTES SECTION 582.032 DE-
 TERMINING, AMONG OTHER
 THINGS, THAT THE MORTGAGED
 PROPERTY IS NOT IMPROVED WITH
 RESIDENTIAL DWELLING OF LESS
 THAN 5 UNITS, ARE NOT PROPER-
 LY USED FOR AGRICULTURAL
 PRODUCTION, AND ARE ABAND-
 ONED.
 DATED February 1, 2021
 PennyMac Loan Services, LLC
 a subsidiary of MBS
 OCS Lender
 My Melissa L. ... 337778
 Gary J. Evers ... 370
 Joseph M. Rossman ... 370
 Attorneys for Mortgage
 OCS Legal Group LLP
 2550 West Florida Avenue
 400 Burnside West, MS 5530
 (612) 337-4060
 THIS IS A COMMUNICATION FROM
 DEBT COLLECTOR

General Policies

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

Legal Noti

of March 18th, 2021 Banadir
armacy, 1 West Lake Street
neapolis, MN 55408, Phone 612-
1669 Will be closed.
Prescriptions will be available
at: CVS Pharmacy, 1010 Lake
West, Minneapolis, MN 55408,
Phone 612-822-1297

General Announcements

ON MARS FIRST - MAYBE.
COLLEGE OR UNIVERSITY? I need ac-
cess to a microscope. Have impact
forms come to Cambrian age.
byrns inside. Lab test done -
glue glass. 612-865-8648

Collectibles

Dogs

asked Malamute Family raised;
Checked w/ All Shots; Parents
checked; 4 Males & 3 Females; \$600;
430-1542

merican Pitbulls. 9 six wk blue
pups.Razor's edge blood lines.
Puppies, shots. \$600. 651-231-7229.

ESIE SHEPHERD TOY PUPS \$1500.
AKC, AKC, shots, dew. \$1500.
612-802-5283 or 612-325-2360

Black Bull Dog. Rare Colored AKC
Chocolat eye bulldogs.com
some beautiful Rare Colored
registered Pups available.
242-3797

ENCH BULLDOG AKC PUPS VET
checked, 3 mormed, shots, dew. Availa
mid-March. 606-376-0595

BERMAN SHEPHERD PUPS
C, Exc temp. Genetic guq antree.
1-85-537-5413. www.berman.com

DEEDOODLE PUPS Playful
1-85-537-5413. www.berman.com

DRABBLE MINIS Fancy colors. 651-
0357 mmdoodles.com

Drabbles - Mini, Cavapoos,
Pomchons, Shorkies, Teddy Bears,
Pooches, Yorkies-chons.

Drabbles Aussies, Shee-pas,
Pomchons, Aussies, LTD Shots
with Cert. Guaran-tee.
Shipping Pkts #C48991. Brenda
754-7931. Dusty 920-210-7441.
SpringGreenPups.com

AKC REG YELLOW, CHOC, BLK,
S Dewts, shots, wormed, raised
dewts. \$600-\$800. 641-475-4799

ador Pups Yellow, Vet check,
shots and dewormed. Adorable. M/F
612-418-7378

BROKE WELSH CORGI AKC

DM clear. Ready! 712-577-7677

DOLE MINIATURE PUPS Reg, vel
shots, dewormed. Various
colors. 402-924-4233

Coated Wheaten Terrier 7 WKS
shed tails docked/dew claws
removed 512-641-210-9006


Equal Housing Opportunity

Real estate advertising in the Star Tribune is
subjected to the laws which make it illegal to
discriminate "any provision, limitation or dis-
crimination based on race, color, national
origin, ancestry, religion, creed, sex, marital
status, sexual orientation, handicap, disabili-
ties, or sex, or status regarding public
accommodations or an intention to make any such
provision, limitation or discrimination".

The Star Tribune will not knowingly accept
any advertisements which are in violation of

**626
SENIOR LIVING**

****BLOOMINGTON****

Beautiful 1BR & 2BR senior apts
solid oak cabinets, ceramic
tile, dishwasher, microwave, balcony
Underground heated parking,
elevator, on bus line. No
pets. 2BR now only \$1049! 1BR

ANTHONY 1BR/1BA plus balcony
r. security, \$5+ building, \$950/
mo. No smoking, No pets. Very
n. Refs req. Gary 612-619-1134

TO AUCTIONS & EVENTS

***** STATE PATROL *****
SEIZED VEHICLE AUCTION
PUT YOUR TAX REFUND
TO GOOD USE!
GREAT BARGAINS TO BE HAD
50+ CARS & TRUCKS
KIA OPTIMA, '07 LEXUS LS460,
FORD ES20 VAN, '11 MAZDA3,
HONDA CIVIC MOTORCYCLE,
'06 MINI COOPER, '09 FORD
FORD, '05 INFINITI G35X, '08 LINCOLN

BUY WAY BELOW LIST
SAURDAY, MARCH 20 2021
VIEW AT 9 AM
AUCTION BEGINS AT 11 AM
 Held at: Jeff, Bobby & Steve's
 3650 Central Ave NE
 Located Killy-Corner from our
 Gas Station
Call For Complete List
 763-788-1113 or
 bbbyandstevensautoworld.com
 Mark Prime, Auctioneer
 #0275 Anoka, MN

VEHICLES WANTED

\$10-\$500 Cash For Any Running Vehicle. 612-306-0716

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

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

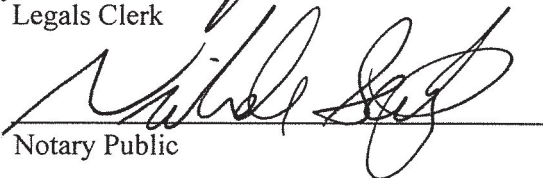
Lana Syltie, *The Forum*, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: **Legal Notice**; (2) time: **March 10 and March 17, 2021**, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 17th day of March, 2021.



Legals Clerk



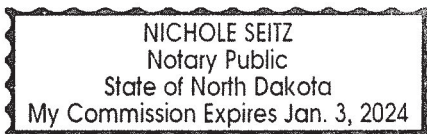
Notary Public

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.16 – Resinous Concrete Floor Coatings.

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

Proposals must be uploaded to Public Purchase before 10 a.m. CT on April 7, 2021, and late proposals will not be considered.

(March 10 & 17, 2021) 2878487



*** Proof of Publication ***

State of North Dakota)
County of Burleigh) SS:

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

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

Bismarck Tribune on the following dates:

3/8+15/2021

Signed

Jill Lindsay

LAKES COUNTRY SERVICE COOP

Lori Mittelstadt

1001 E MOUNT FAITH

FERGUS FALLS MN 56537

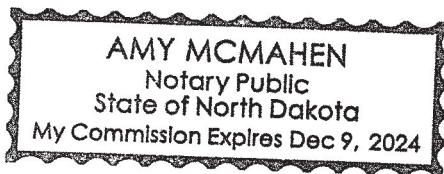
ORDER NUMBER 23829

Sworn and subscribed to before me this 15th day of

March 20 21

Amy McMahon

Notary Public in and for the State of North Dakota



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.16 - Resinous Concrete Floor Coatings.

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3/8 & 15 - 23829

Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 03/08/2021, 03/15/2021

TOTAL AD COST: 34.80

FILED ON: 3/15/2021

Argus Leader

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

Account No.: SFA-0000000483

Ad No.: 0004626667

PO#: RFP #21.16 – Resinous Concrete
Floor Coatings.

Lines: 21

Ad Total: \$31.41

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

of Affidavits: 1

Account No.: SFA-0000000483

Ad No.: 0004626667

Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

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

Monday, March 8, 2021
Monday, March 15, 2021

Sworn to and subscribed before me this 15 day of March, 2021.

Shelly Hora
Legal Clerk

Vicky Felty
Notary Public, State of Wisconsin, County of Brown

979.21
My Commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.16 – Resinous Concrete Floor Coatings. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on April 7, 2021, and late proposals will not be considered.
4626667 March 8, 15, 2021

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#)
Subject: Release Successful on Bid RFP #21.16 - Resinous Concrete Floor Coatings
Date: Monday, March 8, 2021 10:31:14 AM

Lisa M Truax:

Bid "RFP #21.16 - Resinous Concrete Floor Coatings"
Status: Release Successful on Mar 8, 2021 9:31:11 AM MST

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=139269>

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

Thank you for using Public Purchase.

MK= ifd1otzI+Un7XAwIL+QDsQ==

Proposals Requested by the:

Cooperative Purchasing Connection



RFP #21.16 - Resinous Concrete Floor Coatings

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

Due: 10:00 a.m. CT on Wednesday, April 7, 2021

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

RFP Facilitator:
Lisa Truax
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction

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

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. CPC has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as: K-12 and higher education, municipal, state, tribal and other public agencies.

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

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

II. Solicitation Procedures

A. Vendor Qualifications

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

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. Required Securities

Bid Bond: By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$5,000. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and in the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder.

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

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

Performance Bond (*for construction and/or installation related projects*): Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

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

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

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

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

C. RFP Timeline:

Date/Time	Event
March 8, 2021	Publication of RFP #21.13 - Resinous Concrete Floor Coatings
March 22, 2021 at 10:00 a.m. CT	Non-Required Conference Call
March 26, 2021, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
April 7, 2021, at 10:00 a.m. CT	Deadline for Submission
May 7, 2021	Contact Vendor/Award(s) Made
June 1, 2021	Initial Start of Contract Term

- D. Non-Required Conference Call:** A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit: <https://zoom.us/j/91429091523?pwd=bkZaQ1pNTWt4dUIHREMrOCtjRWNTUT09>.

1. **Dial-in Number:** +1 312 626 6799 US
2. **Meeting ID:** 914 2909 1523
3. **Password:** 396162

E. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

F. RFP Particulars

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

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

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

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

G. Solicitation Evaluation

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

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

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

Criteria	Points	Average Points Awarded
Qualifications & Experience	50	
Marketing & Partnership	30	
Financials & Level of Support	5	
Industry-Specific Information	60	
Exceptions & Deviations	5	
References	-	
Total Technical Points	150	0

Proceed to Pricing Evaluation?	Yes/No	
1 - Price Schedule	50	
2 - State Mult. & Services	40	
3 - Volume Discount *optional	10	
Total Pricing Points	100	0
Total Score	250	0

Best and Final Offer (BAFO):

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

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

H. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made by May 7, 2021. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from June 1, 2021, through June 30, 2023. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

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

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their submission.

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

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

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

III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a quality, manufactured line of resinous concrete floor coating systems that are stain, slip and chemical resistant to serve high and low traffic areas, at consortium level discounted pricing. The Vendor must be able to provide all labor and installation services the the resinous solutions proposed. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Resinous concrete floor coatings may include, but not limited to the following categories:

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

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

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

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

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts, held firm for the duration of the contract term.

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

- B. **Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, CPC participating agencies have purchased just under \$1.8 million in resinous concrete floor coatings in the last three years. All quantities or dollar values listed within this solicitation are estimates.

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

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

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

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

C. Terms and Conditions:

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

General:

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

Definitions:

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

Equipment and Supplies:

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
2. All solutions/services must meet or exceed the following reference standards:
 - a. ASTM D2240 – Standard Test Method for Rubber Property – Durometer Hardness.
 - b. ASTM D523 – Standard Test Method for Specular Gloss.
 - c. ASTM D570 – Standard Test Method for Water Absorption of Plastics.
 - d. ASTM D635 – Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
 - e. ASTM D638/C307 – Standard Test Method for Tensile Properties of Plastics.
 - f. ASTM D695/C579 – Standard Test Method for Compressive Properties of Rigid Plastics.

- g. ASTM D696 – Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer.
 - h. ASTM D790/C580 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - i. ASTM D2047 – Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces
 - j. ASTM D4060 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
 - k. ASTM D4541 – Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
 - l. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
 - m. ASTM F1869/F2170 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
3. Provide systems that serve multiple agencies, application and locations. Systems shall include epoxy, MMA, and urethane concrete floor coatings approved to meet all federal, state, and local guidelines. Participating agency applications include, but are not limited to: hallways, classrooms, dining area, kitchens, lobbies, locker rooms, rest rooms, pool decks, showers, fleet garage, maintenance garages, holding areas, chemical storage, labs, loading docks, pump rooms, mechanical rooms, apparatus areas, visitor areas, kennels, and healthcare.
 4. Provide product systems manufactured by Sherwin Williams, Dur-A-Flex, Tennant, or approved equal.
 5. Provide product accessories such as control joint strips, subfloor filler, waterproof primer and adhesives, etc. as recommended by flooring system manufacturer.
 6. Store product system in a dry, secure area. Systems should be stored three (3) days prior to installation in the area of installation to achieve temperature stability. Ambient temperature must be maintained for 72 hours prior to, during and 24 hours after installation of floor coating system.
 7. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods. 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.

Pricing:

1. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
2. The Vendor must provide a discount price schedule for all categories of products and labor/services available and offered in this solicitation.
3. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.

4. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
5. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
 - a. Request will be typed on the Vendor's letterhead and emailed to CPC;
 - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
 - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
 - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
 - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
6. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Ordering Methods:

1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

Freight and Delivery:

1. Include freight in all proposed pricing.
2. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
3. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.
4. Participating agencies shall be relieved from risks or loss or damage to all product purchased during shipment prior to product receipt and/or installation at the agencies' designated location. Participating agencies will be responsible for risks of loss or damage to the product once it has been delivered/installed and accepted by the agencies' representative. The Vendor 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.

Design Layout and/or Installation Services:

1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Vendor must outline all service charges for design and installation. If the Vendor charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
2. Labor. All State [Minnesota] funded or partially State funded work against the resulting contract is subject to prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rule 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract.
3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Vendor's hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
4. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
5. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
6. All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
7. Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
 - b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
8. Manufacturers/Distributors. Must submit, as Appendix D, only authorized dealers/installers who, at a minimum, provide and comply with the following minimum mandatory requirements.
 - a. The authorized dealer/installer will install the flooring products that have been pre-selected in this contract according to the terms and conditions of this solicitation and resulting contract.
 - b. Be willing to install the flooring products according to installation requirements specified in this solicitation and resulting contract.
 - c. Be willing to honor the labor warranties as specified in this solicitation and resulting contract.

- d. Must have a minimum of five (5) years' experience installing resinous concrete flooring systems.
 - e. Must be current with all state required licenses, certificates, and insurance and have a valid business license within the states of Minnesota, North Dakota, and South Dakota.
 - f. Must be able to able to work weeknights/weekends/holidays at a pre-approved additional labor cost.
 - g. Must follow all other terms and conditions of this solicitation and resulting contract.
9. Examination. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
- a. Verify that the subfloor surfaces are smooth per manufacturers' specifications.
 - b. Verify that wall surfaces are smooth, flat, are dust free, and ready to receive flooring.
 - c. Verify that subfloor surfaces are dust free and free from substances that could impair bonding of materials to subfloor surfaces.
 - d. Verify that concrete subfloor surfaces are ready for flooring installation by testing for moisture emission rate and alkalinity.
 - e. Verify that required floor mounted equipment can be removed and relocated to the same location.
10. Preparation. Remove subfloor ridges and bumps by using a dust free shot blasting method or diamond cutting/grinding method for removal of bond inhibiting materials such as curing compounds. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- a. All concrete fibers to be burnt off and properly cleaned to ensure smooth surface.
 - b. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
 - c. Vacuum clean substrate.
 - d. Apply primer to surface required by flooring system manufacturer.
11. Installation.
- a. All areas will be kept clean and free of debris. The Vendor must provide the participating agency with a list of its required responsibilities for installation, prior to the start of installation.
 - b. Apply each component of the resinous flooring system(s) in strict accordance with manufacturer's instructions to produce a uniform wearing surface of thickness as required.
 - c. Apply each coat per manufacturer's recommendation.
 - d. Finish to smooth level surface.
 - e. Cove at vertical surfaces.
12. Repair.
- a. Prepare floor as detailed in the preparation section of this specification.
 - b. Select and apply appropriate coatings according to manufacturer recommendations.
 - c. Follow the application instructions for the appropriate coatings.
13. Protection.
- a. Prohibit traffic on floor finish for a minimum of 18 hours after installation, or per manufacturer recommendations to prevent contamination during stages of application and prior to completion of curing process.
 - b. Barricade area to protect flooring until cured.
14. Cleaning.
- a. Clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by manufacturer.
 - b. Maintain all work areas in a neat and orderly manner. Immediately upon completion, all clean up shall be performed to the satisfaction of the participating agency.
 - c. Remove and dispose of all materials and debris from work areas.
 - d. Leave work areas in clean condition.

15. The Vendor will comply with all applicable provisions of the Occupational Safety and Health Act (OSHA) through-out the duration of the specified work.
16. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.
17. Any damage done to the participating purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.
18. Upon job completion, the Vendor will schedule a final inspection and walk through with participating. Walk through and identification of condition which may impede issuance of warranty. Presentation of solution needed to issue warranty.

Warranty:

1. The Vendor must ensure that all products and services purchased by a participating agency are warranted against any defects in design, workmanship and as suitable use intended for a period of two (2) years from the date of the final inspection.
2. All products and services must carry, at a minimum, a two (2) year manufacturer's warranty.
3. The Vendor must assist the participating agency in reaching a resolution in a dispute with the manufacturer over warranty terms.
4. Product warranties must be clearly and visibly stated.

Maintenance Plans:

1. The Vendor will provide training on what cleaners and solutions can be used on the installed flooring system.
2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Appendix A: Sales Report Template

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

July – September

October – December

January – March

April – June

[illegible]

Appendix B: New Vendor Implementation Checklist – Sample

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

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

General Terms & Conditions

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

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

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

Audit: Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
 - a. Rejected as being non-responsive, or
 - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
 - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

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

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

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

Default Contract: The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

Express Online Marketplace: CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

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

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

Federal Uniform Guidance: By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Fiscal Year: a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

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

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

Minority and Women-Owned Business: CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

New Agency Notification: CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

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

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

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

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

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

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

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

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.

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

Payment; Invoices: The Vendor shall submit invoices to the participating agencies clearly stating “Per CPC Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

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

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

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

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

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

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

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

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC.

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

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

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

Sales Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

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

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

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

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

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

information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

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

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

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

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

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

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

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

Revised 12/2020

Vendor Questionnaire

RFP #21.16 - Resinous Concrete Floor Coatings

Instructions

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

To submit the required forms, follow these steps:

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

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

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

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

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

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

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

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

Name	Email	Phone

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

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Qualifications & Experience *(50 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

- 5. Describe the number of agencies your organization, on average, provides resinous concrete floor coatings and installation services for each year in CPC's tri-state area of Minnesota, North Dakota, and South Dakota?**

Click or tap here to enter text.

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

Click or tap here to enter text.

- 7. Is your organization able to service all areas and eligible agencies within CPC's tri-state area? If no, explain why your organization is not able to service a particular area and/or state.**

Click or tap here to enter text.

- 8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

Click or tap here to enter text.

- 9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

Click or tap here to enter text.

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

Click or tap here to enter text.

Marketing & Partnership *(30 points)*

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

Financials & Level of Support (5 points)

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

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

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

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

_____ *Yes* _____ *No*

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

Click or tap here to enter text.

Industry-Specific Information (60 points)

1. Provide a narrative description of the products (i.e. brands) and services you are offering in your proposal.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

- 4. Describe your proposed order process for this proposal and contract award. Explain your delivery policy and lead time required from receipt of order to delivery/installation. Describe any minimum order (i.e. job size) requirements and if any surcharges will be assessed for not meeting said minimum.**

Click or tap here to enter text.

- 5. Describe if your company will be including a dealer network and how they will be involved. If a dealer/installer network will be involved, please include a list of approved, qualified dealers/installers.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

- 9. Describe your company's warranty and/or protection plans that will be offered to participating agencies. Describe any warranty or protection plan restrictions.**

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

Exceptions & Deviations (5 points)

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

Click or tap here to enter text.

- 2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**
- RFP section number and page number
 - Describe the exception
 - Explanation of why this is an issue
 - A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

References

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

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

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

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

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

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

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

Additional Requirements

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

1. Exhibit A – Marketing Plan – Name of Company

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

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

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

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

3. Exhibit C - State Business/Contractors License - Name of Company

Submit a copy of your business/contract's license for each state in which you propose to do business. This is a requirement for a Dealer submitting a response to this solicitation. If a manufacturer/distributor is responding, the authorized dealer must submit their licensure to CPC prior to initiating work.

4. Exhibit D - Manufacturer Authorized Dealers/Installers - Name of Company*

Submit a listing of Authorized Dealers/Installers in the states of Minnesota, North Dakota, and South Dakota. Information on the list shall include:

- Authorized Dealer/Installer's Company Name
- Authorized Representative
- Address, City, State, Zip
- Phone
- Email Address

***This is a requirement if a manufacturer/distributor is submitting a response directly to this solicitation. It is not required if you are a Dealer responding to the solicitation. If the Dealer uses subcontractors, you will fill out the subcontractor form in the Forms & Signatures package.**

Pricing Schedule Intro

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

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

This spreadsheet contains the following workbooks/tabs:

- 1 - Pricing Schedule
- 2 - Labor & Services
- 3 - Volume Discounts

1 - Pricing Schedule - *required*

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

2 - Labor & Services - *required*

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

3 - Volume Discounts - *optional*

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

1 - Pricing

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

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

Definitions:

Market Category: Education, Municipalities, Government, Nonprofits. **Application:** Where the system can be applied (i.e. bathroom, hallway, apparatus bay, kitchen, pool deck, police station, animal shelter, classroom). **Name of System Proposed:** Manufacturer's Name of Resinous Concrete Flooring System. **Type of System:** Epoxy, MMA, Urethane. **Unit of Measure:** Sq. Ft. = Square Foot.

Responding Company's Name:

REQUIRED FORM

Our company agrees to provide the below as (Yes/No, mark all that apply):

Product Only

Installation Only Product & Installation

Our company agrees to provide product and/or services to (Yes/No, mark all that apply):

Minnesota

State	Year	Rate (per 100,000)
North Dakota	2019	10.0
South Dakota	2019	10.0

[illegible]

2 - Labor & Services

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

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

Responding Company's Name: _____

REQUIRED FORM

Performance & Payment Bonds						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Performance & Payment Bond Cost	The Vendor is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.	Percent				
*This represents the cost the Vendor incurs to provide a performance and payment bond to the Participation Agency for an individual project when it is required.						
Travel, Per Diem & Mileage						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Home Location - Address, Zip Notes
Travel Time - Round Trip	Travel time rate, round trip from home location to worksite.	Per Hour			\$ -	
Per Diem	Per diem rate - meals and lodging per 24 hour period	Period			\$ -	
Mileage	Mileage rate for company-owned vehicles.	Per Mile			\$ -	
Services/Labor Rates - Normal Working Hours						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Services/Labor Rates - Other Than Normal Working Hours						
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	

3 - Volume Discounts

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

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

Downloaded from <http://ajph.org/> on November 10, 2015

Responding Company's Name:

[illegible]

Vendor Forms & Signatures

RFP #21.16 - Resinous Concrete Floor Coatings

Instructions

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

To submit the required forms, follow these steps:

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

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":

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

Addendum Acknowledgement

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

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

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

☐

Addendum No. 1

☐

Addendum No. 5

☐

Addendum No. 2

☐

Addendum No. 6

☐

Addendum No. 3

☐

Addendum No. 7

☐

Addendum No. 4

☐

Addendum No. 8

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

Authorized Signature

Date

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

Authorized Signature

Date

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

Contract Offer & Award

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

Part I: Vendor

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

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

Part II: CPC

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

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ day of _____ Contract Number _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

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

4. Davis Bacon Act

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

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

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

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

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

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

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

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

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

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

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

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

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

Solicitation Checklist

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

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

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

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

Authorized Signature

Printed Name/Title

Date

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: Public Purchase - RFP #21.16 - Resinous Concrete Floor Coatings Closed Notification
Date: Wednesday, April 7, 2021 10:00:03 AM

Lisa M Truax:

The bid RFP #21.16 - Resinous Concrete Floor Coatings has closed on Apr 7, 2021 9:00:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=139269>

Thank you for using Public Purchase.

MK= o2dR10F9pzDU8Z29fjJffg==

Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

139269

Bid Title

Resinous Concrete Floor Coatings

Vendor Name	State	Business Type	Invitation	Date	Email	Reason
Acoustical Surfaces Inc	MN		Classification	2021-03-08 10:43:56	garrett@acousticalsurfaces.com	Bid Notification
AP/M Permaform	IA		Classification	2021-03-08 10:43:56	joecherry@permaform.net	Bid Notification
Beacon Building Products	IA		Classification	2021-03-08 10:43:56	miki.reinier@becn.com	Bid Notification
cfs interiors and flooring	MN		Classification	2021-03-08 10:43:56	vlangan@cfs-floors.com	Bid Notification
Dynamic sports Construction, Inc.	TX		Classification	2021-03-08 10:43:56	melissa@dynamicssportsconstruction.com	Bid Notification
Dynamic Sports Construction, Inc.	TX		Classification	2021-03-08 10:43:56	janisv@dynamicssportsconstruction.com	Bid Notification
Fastenal Company	MN		Classification	2021-03-08 10:43:56	govcoordinators@fastenal.com	Bid Notification
FASTENAL WINONA	MN		Classification	2021-03-08 10:43:56	govbids@fastenal.com	Bid Notification
FLR Sanders, Inc.	MN		Classification	2021-03-08 10:43:56	sirvine@flrsanders.com	Bid Notification
Greene Geo Innovations	WY		Classification	2021-03-08 10:43:56	hbushgreenegeo@gmail.com	Bid Notification
Haldeman Homme	MN		Classification	2021-03-08 10:43:56	srivard@andersonladd.com	Bid Notification
HD SUPPLY FACILITIES MAINTENANCE, LTD.	CA		Classification	2021-03-08 10:43:56	HDS-FMBIDS@HDSUPPLY.COM	Bid Notification
Hiller Commercial Floors	MN		Classification	2021-03-08 10:43:56	dbahr@hillercarpet.com	Bid Notification
Hilti Inc	OK		Classification	2021-03-08 10:43:56	contractadmin@hilti.com	Bid Notification
Interface Americas, Inc.	GA		Classification	2021-03-08 10:43:56	sharon.johnson@interface.com	Bid Notification
JWood Sports Flooring	WI		Classification	2021-03-08 10:43:56	caj.jwood@gmail.com	Bid Notification
Mannington Mills Inc	GA		Classification	2021-03-08 10:43:56	troy_sandlin@mannington.com	Bid Notification
Nilfisk, Inc.	MN		Classification	2021-03-08 10:43:56	tina.barthel@nilfisk.com	Bid Notification
School Specialty	WI		Classification	2021-03-08 10:43:56	bidnotices@schoolspecialty.com	Bid Notification
Shaw Industries, Inc.	GA		Classification	2021-03-08 10:43:56	Julia.hall@shawinc.com	Bid Notification
St Paul Linoleum and Carpet Company	MN		Classification	2021-03-08 10:43:56	steve@splino.com	Bid Notification
SwedeBro, Inc.	MN	SBE	Classification	2021-03-08 10:43:56	chanson@swedebro.com	Bid Notification

Access Report

Agency
Bid Number
Bid Title

Cooperative Purchasing Connection
21.16
Resinous Concrete Floor Coatings

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent
School Wholesale Supplies LLC	2021-03-08 11:14 PM CST	2021-03-09 03:32 AM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf	
ConstructConnect	2021-03-11 01:12 PM CST	2021-03-11 01:12 PM CST	RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Pricing Schedule.pdf RFP #21.16 - Vendor Questionnaire.pdf RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	
SwedeBro, Inc.	2021-03-22 08:34 AM CDT	2021-04-01 04:04 PM CDT	RFP #21.16 - Pricing Schedule.xlsx RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - Vendor Questionnaire.docx RFP #21.16 - General Terms and Conditions.pdf RFP #21.16 - Vendor Forms & Signatures.pdf	2021-04-01 04:04 PM CDT
Construction Journal	2021-03-12 09:51 AM CST	2021-03-12 09:56 AM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Pricing Schedule.pdf RFP #21.16 - Vendor Questionnaire.pdf RFP #21.16 - General Terms and Conditions.pdf	
Mannington Mills Inc	2021-03-08 01:24 PM CST	2021-03-08 01:24 PM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf	
North America Procurement Council	2021-03-09 02:44 AM CST	2021-03-10 02:04 AM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf	
Dodge Data & Analytics	2021-04-07 05:47 AM CDT	2021-04-07 05:47 AM CDT		
L&L Supplies	2021-03-09 08:51 AM CST	2021-03-09 08:52 AM CST	RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Pricing Schedule.xlsx RFP #21.16 - Vendor Questionnaire.docx RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	
IMS	2021-03-11 04:57 AM CST	2021-03-11 04:57 AM CST		
BidClerk	2021-03-10 07:27 AM CST	2021-03-11 05:20 AM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	
Onvia	2021-03-09 02:19 PM CST	2021-04-02 02:25 PM CDT	RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Pricing Schedule.pdf RFP #21.16 - Vendor Questionnaire.pdf RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	
ICP Building Solutions Group	2021-03-08 05:02 PM CST	2021-03-08 05:03 PM CST	RFP #21.16 - Resinous Concrete Floor Coatings.pdf	
Dodge Data & Analytics	2021-03-08 08:45 PM CST	2021-04-06 08:54 PM CDT	RFP #21.16 - Vendor Questionnaire.pdf RFP #21.16 - Pricing Schedule.pdf RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	
SmartProcure	2021-03-09 03:15 AM CST	2021-03-09 03:16 AM CST	RFP #21.16 - Vendor Forms & Signatures.pdf RFP #21.16 - Pricing Schedule.xlsx RFP #21.16 - Vendor Questionnaire.docx RFP #21.16 - Resinous Concrete Floor Coatings.pdf RFP #21.16 - General Terms and Conditions.pdf	

Opening Record

RFP #21.16 - Resinous Concrete Floor Coatings

Request for Proposal

April 7, 2021

Date

10:55 a.m. CT

Time

DocuSigned by:

Lisa Truax
9AB8C86EB0B9422...

DocuSigned by:

Lori Mittelstadt
DD837E94AF8243D...

Lisa Truax, Procurement Solutions Coordinator

Lori Mittelstadt, CPC Assistant

Company Responding	SwedeBro	[Vendor B]	[Vendor C]	[Vendor D]	[Vendor E]
Copy of Bid Bond - \$5,000 <i>Yes/No</i>	Yes				
Certificate of Insurance <i>Yes/No</i>	Yes				
Pricing Schedule <i>Yes/No</i>	Yes				
Vendor Forms & Signatures <i>Yes/No</i>	Yes				
Vendor Questionnaire <i>Yes/No</i>	Yes				
Exhibit A - Marketing Plan <i>Yes/No</i>	Yes				
Exhibit B - Letter /Line of Credit <i>Yes/No</i>	Yes				
Exhibit C - Contractor's License <i>Yes/No</i>	Yes				
Exhibit D - Authorized Dealer <i>Yes/No [Only if Manufacturer]</i>	N/A				
Additional Information					
Business Type Certificate <i>If applicable, submit as PDF</i>	Yes				
Qualified (Responsive) Respondent <i>Yes/No</i>	Yes				

Cooperative Purchasing Connection
Tabulation Report RFP #21.16 - Resinous Concrete
Floor Coatings
Vendor: SwedeBro, Inc.

General Comments:

General Attachments: Bond Executed_SwedeBro, Inc_QBE10010-1.pdf
certificate_of_liability_insurance(1).pdf
Exhibit A.pdf
Exhibit B - Bank Letter of credit.pdf
Exhibit C.pdf
Exhibit D is Not Applicable.pdf
RFP 21.16 - Pricing Schedule.xlsx
SBE Cert.pdf
Vendor Forms - Signatures- SwedeBro.pdf
Vendor Questionnaire - SwedeBro.pdf



763-543-6993 Phone
763-512-0430 Fax

1710 N. Douglas Dr., Suite 110 ♦ Golden Valley, MN 55422

ccisurety.com
866-317-3294

BID BOND RESULT FORM

CONTRACTOR: Swedebro, Inc
1409 159th Ave NE
Ham Lake, MN 55304

FAX:

PHONE: (763) 434-9237

BID DATE
AND TIME:

OWNER: Cooperative Purchasing Connection
1001 East Mount Faith Ave.
Fergus Falls, MN 56537

PROJECT: RFP# 21.16 - Resinous Concrete Floor Coatings - MN

BOND NUMBER: QBE10010-1

The Surety asks that bid results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning it via fax to 763-512-0430 or email to Jeremy Crawford at jcrawford@ccisurety.com – Thank You!

CONTRACTOR

BID AMOUNT

1 st :	_____	\$ _____
2 nd :	_____	\$ _____
3 rd :	_____	\$ _____

If you are not one of the three lowest bidders, your bid was \$ _____

If you were low, or were low and negotiating, evaluation of bids and award of contract is expected by ____/____/____.



www.ccisurety.com
Surety Bonding (Standard and Specialty)



AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Swedebro, Inc
1409 159th Ave NE
Ham Lake, MN 55304

SURETY:

(Name, legal status and principal place of business)

QBE Insurance Corporation
55 Water Street, 20th Floor
New York, NY 10041

Bond No: QBE10010-1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

Total amount of bid not to exceed: Five Thousand and 00/100 Dollars (\$5,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

RFP# 21.16 - Resinous Concrete Floor Coatings - MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of March, 2021

Swedebro, Inc

(Principal)

(Seal)

(Witness)

(Title) Chad Hanson, President

QBE Insurance Corporation

(Surety)

(Seal)

(Witness)

(Title)

Jeremy J. Crawford, Attorney-In-Fact



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, on behalf of itself and its affiliates, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Marie Quigley, Andrea Joy Michael Haight, William Vincent Gerber, Bradford Quiri, Ethan Baker, Jeremy John Crawford, Sydney Renee Epema, Tanya Mieke Fukushima, and Victoria Lynn Gupta of CCI Surety, Inc. of Golden Valley, MN** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 9, 2020.

Attest:

(Seal)

By:

Harpreet Mann
SVP, NA Head of Global Credit & Surety

QBE INSURANCE CORPORATION

By:

Charles Cygal
Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

)
)SS.:
)

On this December 9, 2020, before me personally appeared Harpreet Mann and Charles Cygal, both to me known to be SVP and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

Linda S. Lin
Notary Public, State of New York
Reg. No. 02LI6110234
Qualified in Queens County
Commission Expires June 20, 2024

By:

Linda Lin, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date and terminates on the last day of the calendar year signed below.

Given under my hand and seal of the Company, this 30th day of March 2021.

(Seal)

By:

Mark Pasko, Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dignity Insurance Agency, LLC 5277 202nd St N Forest Lake MN 55025	CONTACT NAME: Billy Anderson PHONE (A/C, No, Ext): 612-876-6848 E-MAIL ADDRESS: billyanderson@aibme.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Westfield National Ins CO INSURER B: Midwest Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24120
INSURED Swedebro, Inc 1409 159TH AVE NE HAM LAKE MN 55304		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: Contractual Liability	Y	Y	CWP8163045	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CWP8163045	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	x	CWP8163045	10/01/2020	10/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	0101WP104682100	10/05/2020	10/05/2021 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

See Accord 101

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

William E Anderson

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Company Information

Name of Company:

SwedeBro, Inc.

Company Address:

1409 159th Ave NE

City, State, Zip code:

Ham Lake, MN 55304

Website:

www.swedebro.com

Phone:

763 434 9237

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

	Name	Email	Phone
General Manager	Chad Hanson	chanson@swedebro.com	763 434 9237
Contract Manager	"	"	"
Sales Manager	Cory Olson	colson@swedebro.com	"
Marketing Manager	John Johnson	jjohnson@swedebro.com	"
Customer Service Manager	Chad Hanson		"
Account Manager(s)	Cory Olson		"

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Chad Hanson	chanson@swedebro.com	763 434 9237

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

Name	Email	Phone
Chad Hanson		

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

Name	Email	Phone
Chad Hanson		

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
<input type="checkbox"/>	8(a) 8(a) Qualified Business
<input type="checkbox"/>	DBE Disadvantaged Business Enterprise
<input type="checkbox"/>	HUB Historically Underutilized Business Zone
<input type="checkbox"/>	MBE Minority-Owned Business Enterprise
<input type="checkbox"/>	MWBE Minority Women-Owned Business Enterprise
<input checked="" type="checkbox"/>	SBE Small Business Enterprise
<input type="checkbox"/>	Other; list name:

x	Business Type/Classification
<input type="checkbox"/>	SDB Small Disadvantaged Business
<input type="checkbox"/>	SDVOB Service-Disabled Veteran Owned Business
<input type="checkbox"/>	SECTION 3 Section 3 Business Concern
<input type="checkbox"/>	SSV Sole Source Vendor
<input type="checkbox"/>	VBE Veteran-Owned Business Enterprise
<input type="checkbox"/>	WBE Woman-Owned Business Enterprise

Qualifications & Experience (50 points)

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

SwedeBro is a concrete coatings contractor. We have completed over 1,280 projects and over 2,100,000 square feet of concrete floors. SwedeBro was founded in 1999 and began training in 2000. In 2001, SwedeBro went to market and began installations.

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

We have had continued growth during the last 4 years and we put all money back into our marketing department to grow our business. We also attend regular trainings and demonstrations by various manufacturers on new products and techniques.

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

Our current office is in Ham Lake, MN just north of the Twin Cities. We have 6 installers at the moment, but during the summer months we often have 8-10 installers to help with the added work load from municipalities and schools.

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

We have been linked with Sherwin-Williams for over 14 years. As one of their largest customers in this region, we get very quick response time, deliveries, and answers. If contracted early enough, we have never failed to meet a customers time line.

5. Describe the number of agencies your organization, on average, provides resinous concrete floor coatings and installation services for each year in CPC's tri-state area of Minnesota, North Dakota, and South Dakota?

Most all of our 120+ installations for 2020 were to government agencies such as cities, counties, schools, state agencies and non-profits.

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

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

7. Is your organization able to service all areas and eligible agencies within CPC's tri-state area? If no, explain why your organization is not able to service a particular area and/or state.

Yes

8. Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

We have the State of Minnesota Contract for Fluid Applied Flooring.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

None

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

None

Marketing & Partnership (30 points)

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

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

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

All of the previous listed plus full participation in the following organizations: MASMS, MASBO, MNASA, MSBA, League of MN Cities, MN Police Chiefs, MN Fire Chiefs, MN Public Works APWA, MN AWWA, MN RURAL Water, Association of MN Counties, MN Recreation and Parks, MN Association of Townships,

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

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

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

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

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

Again, our staff has long term retention and we are all familiar with the CPC and how customers can utilize it.

Financials & Level of Support (5 points)

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

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

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

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

Industry-Specific Information (60 points)

1. Provide a narrative description of the products (i.e. brands) and services you are offering in your proposal.

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

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

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

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

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

4. Describe your proposed order process for this proposal and contract award. Explain your delivery policy and lead time required from receipt of order to delivery/installation. Describe any minimum order (i.e. job size) requirements and if any surcharges will be assessed for not meeting said minimum.

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

5. Describe if your company will be including a dealer network and how they will be involved. If a dealer/installer network will be involved, please include a list of approved, qualified dealers/installers.

N/A

6. Describe your company's examination, preparation, installation, and cleaning process that your company follows. Describe how you communicate with a participating agency during those phases.

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

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

We work weekdays, weeknights and Saturdays, and even some holidays. We do not work on Sundays. We work 24/7 depending on the situation/project. We charge Time and a Half for work between 8pm and 6am and any work on Saturdays. We charge Double Time and a Half for any holiday work.

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

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

9. Describe your company's warranty and/or protection plans that will be offered to participating agencies. Describe any warranty or protection plan restrictions.

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

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

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

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

As mentioned previously, we offer full design services at no charge including custom samples. We always meet agencies "face to face" when any challenges arise and work quickly to overcome those challenges.

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

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

Exceptions & Deviations (5 points)

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

None

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

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

None

References

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

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

Sauk Rapids-Rice High School
Decorative Mosaic System
2016
Tom May
320-258-1748
Tom.may.isd47.org

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

City of Maple Grove
Heavy Duty industrial epoxy system
2018
Joe Bennett
(763)494-6370
JBennett@maplegrovern.gov

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

City of Richfield
Heavy Duty industrial epoxy system
2016
Mark Hall
(612)861-9173
mhall@cityofrichfield.org

Additional Requirements

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

Definitions: **Market Category:** Education, Municipalities, Government, Nonprofits. **Application:** Where the system can be applied (i.e. bathroom, hallway, apparatus bay, kitchen, pool deck, police station, animal shelter, classroom). **Name of System Proposed:** Manufacturer's Name of Resinous Concrete Flooring System. **Type of System:** Epoxy, MMA, Urethane. **Unit of Measure:** Sq. Ft. = Square Foot.

SwedeBro, Inc.

Yes **Product Only**

Yes

Minnesota

Yes

Market Category	Application Type /Area	Name of System	Type of System	Unit of Measure	Notes/Comments	Catalog List Price (MSRP)	Percent Discount	Net Price To Member
Education, Municipalities, Government and Nonprofits	Bathrooms, Locker Rooms, Hallways, Pool Decks, Showers	Solid Color Epoxy with Partial Chip	Solid Color Epoxy with partial broadcast of vinyl chips	per square foot		\$ 1.03	10%	\$ 0.92
	Bathrooms, Locker Rooms, Hallways, Pool Decks, Showers	Decorative Mosaic	Epoxy with Full broadcast of Vinyl Chips	per square foot		\$ 1.54	10%	\$ 1.39
	Bathrooms, Locker Rooms, Hallways, Pool Decks, Showers	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
Education, Municipalities, Government and Nonprofits	Kitchens	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
	Kitchens	FasTop - solid color	Urethane Cement	per square foot		\$ 5.24	10%	\$ 4.71
	Kitchens	FasTop Ceramic Carpet	Urethane Cement	per square foot		\$ 5.95	10%	\$ 5.36
Education, Municipalities, Government and Nonprofits	Mechanics Garages	Solid Color thin mil Epoxy with CRU urethane top coat	Epoxy with Urethane top coat	per square foot		\$ 0.94	10%	\$ 0.84
	Transportation Garages, Fleet Garages	70 mil slurry with non-skid - 1/16 and Traffic Coating top coat	Epoxy base with Hi-solids Traffic Coating top coat	per square foot		\$ 1.65	10%	\$ 1.49
	Transportation Garages, Fleet Garages	Trafficote 105 - 1/8 inch non-skid	Epoxy slurry	per square foot		\$ 2.48	10%	\$ 2.23
Education, Municipalities, Government and Nonprofits	Animal Shelter, Kennel Floors	Solid Color Epoxy with Partial Chip	Solid Color Epoxy with partial broadcast of vinyl chips	per square foot		\$ 1.05	10%	\$ 0.94
	Animal Shelter, Kennel Floors	Decorative Mosaic	Epoxy with Full broadcast of Vinyl Chips	per square foot		\$ 1.54	10%	\$ 1.39
	Animal Shelter, Kennel Floors	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
Education, Municipalities, Government and Nonprofits	Lab/Science Classrooms	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
	Classrooms General including shop class, and art class floors	Metallic Epoxy	Epoxy with Metallic Pigments	per square foot		\$ 1.49	10%	\$ 1.34
	Classrooms General including shop class, and art class floors	Decorative Mosaic	Epoxy with Full broadcast of Vinyl Chips	per square foot		\$ 1.54	10%	\$ 1.39
Education, Municipalities, Government and Nonprofits	Classrooms General including shop class, and art class floors	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
	Hallways, Entry ways, Meeting rooms, Lobbies	Metallic Epoxy	Epoxy with Metallic Pigments	per square foot		\$ 1.49	10%	\$ 1.34
	Hallways, Entry ways, Meeting rooms, Lobbies	Solid Color Epoxy with Partial Chip	Solid Color Epoxy with partial broadcast of vinyl chips	per square foot		\$ 1.03	10%	\$ 0.92
Education, Municipalities, Government and Nonprofits	Hallways, Entry ways, Meeting rooms, Lobbies	Decorative Mosaic	Epoxy with Full broadcast of Vinyl Chips	per square foot		\$ 1.54	10%	\$ 1.39
	Hallways, Entry ways, Meeting rooms, Lobbies	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
	Emergency Services Garages	70 mil epoxy slurry with non-skid - 1/16	Epoxy base with Hi-solids Traffic Coating top coat	per square foot		\$ 1.65	10%	\$ 1.49
Municipalities, and Government	Emergency Services Garages	Solid Color Epoxy with Partial Chip	Solid Color Epoxy with partial broadcast of vinyl chips	per square foot		\$ 1.03	10%	\$ 0.92
	Emergency Services Garages	Ceramic Carpet	Epoxy with colored quartz aggregate	per square foot		\$ 2.15	10%	\$ 1.93
	Mechanical Rooms	Solid Color thin mil Epoxy	Epoxy	per square foot		\$ 0.77	10%	\$ 0.69

2 - Labor & Services

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

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

Responding Company's Name:

SwedeBro, Inc.

REQUIRED FORM

Performance & Payment Bonds

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Performance & Payment Bond Cost	The Vendor is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.	Percent	4%	2%	2%	Of project total Cost
*This represents the cost the Vendor incurs to provide a performance and payment bond to the Participation Agency for an individual project when it is required.						

Travel, Per Diem & Mileage

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Travel Time - Round Trip	Travel time rate, round trip from home location to worksite.	Per Hour	\$ 69.00	10%	\$ 62.10	1409 159th Ave NE, Ham Lake, MN 55304
Per Diem	Per diem rate - meals and lodging per 24 hour period	Period	\$ 32.00	5%	\$ 30.40	Per person per night
Mileage	Mileage rate for company-owned vehicles.	Per Mile	\$ 0.50	5%	\$ 0.48	

Services/Labor Rates - Normal Working Hours

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Standard weekday	6am-8pm	Hour	\$ 100.00	10%	\$ 90.00	
					\$ -	
					\$ -	
					\$ -	

Services/Labor Rates - Other Than Normal Working Hours

Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes
Overnights/OT	8pm-6am	Hour	\$ 120.00	10%	\$ 108.00	
Saturday Rate		Hour	\$ 120.00	10%	\$ 108.00	
Holidays		Hour	\$ 180.00	10%	\$ 162.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	

3 - Volume Discounts

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

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

Responding Company's Name:

Responding Company's Name: **SwedeBro, Inc.**

Responding Company's Name: **SwedeBro, Inc.**

[illegible]

Addendum Acknowledgement

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

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

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

☐

Addendum No. 1

☐

Addendum No. 5

☐

Addendum No. 2

☐

Addendum No. 6

☐

Addendum No. 3

☐

Addendum No. 7

☐

Addendum No. 4

☐

Addendum No. 8

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

Authorized Signature

Date

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



Authorized Signature

3/27/21

Date

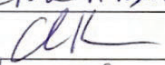
*Note, both sections on this form should not be signed.

Contract Offer & Award

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

Part I: Vendor

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

Business Name	<u>ShedleBro, Inc.</u>	Date	<u>3/27/21</u>
Address	<u>1409 159th Ave NE</u>	City, State, Zip	<u>Ham Lake, MN 55341</u>
Contact Person	<u>Chad Hanson</u>	Title	<u>President</u>
Authorized Signature	<u></u>	Title	<u>President</u>
Email	<u>chanson@shedlebro.com</u>	Phone	<u>763 434 9237</u>

Part II: CPC

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

Awarding Agency

Authorized
Representative

Name Printed or Typed

Awarded this

day of

Contract Number

Contract to Commence

Uniform Guidance "EDGAR" Certification Form

200 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

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

4. Davis Bacon Act

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

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

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

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

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

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

SwedeBro, Inc.

Name of Business

CH

Signature of Authorized Representative

Chad Hansen / President

Printed Name/Title

3/27/21

Date

Subcontractor Utilization Form

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

Solicitation Name: Resinas Concrete Floor Coatings
Solicitation Number: 21-13
Vendor Name: Shedde Bro, Inc.

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

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

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

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

Solicitation Checklist

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

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

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

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



Authorized Signature

Chad Hansen / President

Printed Name/Title

3/27/21

Date

Exhibit A – Marketing Plan

Since we had the previous contract with the CPC, our customers and all agencies we market to and work with area aware of our CPC connection. If we are awarded, this would continue. The CPC is listed on our website, postcard mailings, e-mails and posted and discussed at trade shows and any speaking/teaching engagements we perform.



March 22, 2021

To: MN Cooperative Purchasing

Sent via email

RE: SwedeBro Inc. Line of Credit

Please see below regarding the line of credit for SwedeBro Inc at Falcon National

Origination Date 12/21/2021

Amount Mid 5 figure

Payment history Satisfactory

The line of credit has been used in an appropriate manner. SwedeBro has shown sufficient financial stability for to qualify for the line of credit. They have handled their banking in a business-like manner.

Please fee free to call me at 763 235-3956 or via email at tmesserole@falconnational.com

Respectfully,

Tyler Messerole

VP - Business Banking

183 Cedar Drive
Foley, MN 56329

T 320.968.6300
F 320.968.6500

1441 Bunker Lake Blvd NE
Ham Lake, MN 55304

T 763.862.6500
F 763.862.6600

905 6th Ave Court NE
Isanti, MN 55040

T 763.444.8800
F 763.444.8808

22 Central Ave S
P.O. Box 519
Richmond, MN 56368

T 320.597.2145
F 320.597.3001

1010 West St. Germain St
Suite 180
St. Cloud, MN 56301

T 320.223.6300
F 320.223.6310

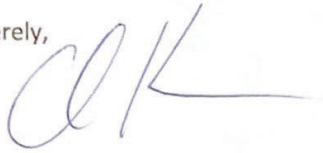
3/27/2021

To Whom it May Concern,

SwedeBro Inc. is registered with the: **MN Dept. of Labor & Industry Contractor registration #IR652102.**

Issued 8/16/2012. Expires 12/31/2021

Sincerely,

A handwritten signature in blue ink, appearing to be 'CH' followed by a long horizontal stroke.

Chad Hanson

President

SwedeBro, Inc.

Central CERT Certification Program

This is to confirm that

SwedeBro

VENDOR # 20203051

is certified as a
Small Business Enterprise
(SBE)

Your certification with the CERT Program is valid for three years from
March 29, 2019 to March 29, 2022

CERT

15 West Kellogg Blvd. # 280
Saint Paul, MN 55102
651.266.8900

Serena Boyce
Certification Specialist

March 29, 2019
Date

From: [Chad Hanson](#)
To: [Lisa Truax](#)
Subject: re: RFP #21.16 - Follow Up Questions
Date: Monday, April 19, 2021 8:58:38 AM
Attachments: [image001\(17\).png](#)
[image002\(8\).png](#)

04/19/21

1. Please describe the differences, if any, between your Fluid Applied Flooring contract held with the State of Minnesota, versus what systems and solutions you are proposing to CPC. The state contract requires prevailing wage for all projects. There is no discount on labor for the state contract. The CPC only requires prevailing wage on projects that are funding by the state or using certain state funds. Most CPC projects we have completed in the past are not using state funding. Also, the state contract is labeled as 3 specific systems. The CPC proposal contains dozens of various systems to accommodate agencies needs. We see that many times, it is better for the agencies we market to, to use the CPC contract versus the state contract to meet their wide variety of options and sometimes lower labor costs.
2. Please further define how when working with agencies you get from a concept through the actual ordering process and installation. We conduct a site visit to determine the agencies needs for the area they are considering. Then we develop a send a proposal with options of types of flooring that will best serve the agencies needs. Typically the agency then chooses the system that works best and contacts us for scheduling. Projects are then scheduled with project manager and materials ordered. Typically project manager conducts a site walk thru with the agency prior to installation to insure all aspects of the project are understood. Installation is then completed and the final step in a project walk thru after completion to insure agency is satisfied.
3. On your extended warranty for 10-15 years, is that for product only? Labor only? Both? The extended warranty is for labor only. Sherwin-Williams and coating manufactures carry 1 year warranty on product.

Best regards,

Chad Hanson



----- Original Message -----

From: "Lisa Truax" <ltruax@lcsc.org>
To: Chad Hanson <chanson@swedebro.com>
Cc: Cory Olson <colson@swedebro.com>, Lisa Truax <ltruax@lcsc.org>
Date: Fri, 16 Apr 2021 15:39:18 +0000
Subject: **RFP #21.16 - Follow Up Questions**

Hi Chad,

The evaluation committee has conducted their first glance at SwedeBro's technical proposal. They have some questions they would like clarified.

Please answer the questions below and respond **no later than 2 p.m. CT on Monday, April 19, 2021.**

1. Please describe the differences, if any, between your Fluid Applied Flooring contract held with the State of Minnesota, versus what systems and solutions you are proposing to CPC.
2. Please further define how when working with agencies you get from a concept through the actual ordering process and installation.
3. On your extended warranty for 10-15 years, is that for product only? Labor only? Both?

Lisa Truax



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





Evaluation Committee Report

RFP #21.16 - Resinous Concrete Floor Coatings

Description of Solicitation

CPC issued a Request for Proposal (RFP) for Resinous Concrete Floor Coatings on March 8, 2021. The solicitation intends to secure an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a quality, manufactured line of resinous concrete floor coating systems that are stain, slip, and chemical resistant to serve high and low traffic areas, at consortium level discounted pricing.

The solicitation was due on April 7, 2021. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

The members of the Evaluation Committee included Brad Schmidt, Health & Safety Coordinator at Lakes Country Service Cooperative; Julia Dangerfield, CPC Program Representative; and Lori Mittelstadt, CPC Assistant.

One (1) proposal from SwedeBro, Inc. was received by the submission deadline. SwedeBro's proposal was reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). SwedeBro's proposal was found to be compliant and deemed responsive; the Evaluation Committee was able to conduct their technical evaluation the week of March 19, 2021, and the pricing evaluation during the week of March 26, 2021.

Evaluation Scoring Results

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

Evaluation Committee Discussion & Overview

Upon review of the Vendor's responses, the evaluation committee did require clarifications regarding the Vendors' response.

The evaluation committee agreed on the following:

1. Like the Vendor's ability to reinvest dollars back into the company regarding marketing activities and brand awareness.
2. Appreciative of the company's loyalty to the manufacturer and the connection/relationship the Vendor has with Sherwin Williams.
3. Just in time delivery of product from Sherwin Williams is a slight concern, lead times on various products.
4. The Vendor provided a lot of brief, vague responses, relying heavily on their current and previous relationship with CPC. If
5. The Vendor relies heavily on face-to-face and relationship-based marketing, which has been successful for their growth as a company. Social media presence is minimal.
6. The Vendor attends all applicable meetings/training/seminars to their industry events regarding their current and potential clients.

7. Response to staff training was vague and nominal; again relying on the current relationship with CPC. Minimal description of a plan to notify staff and client of potential award or future communications.
8. The Vendor's response to the industry-specific section provided the best insight to the Vendor and showed more in-depth detail as to their work and what they do.
9. Appreciate the Vendor offering clients a good, better, best option to meet the needs and budget of the client; includes sending design, color samples to clients for review.
10. Would have appreciated additional detail on the order process from quote to project completion.
11. The Vendor provides/assigns a lead installer on every project allowing for decision-making and adjustments if needed. Appreciative of face-to-face interaction regarding construction and installation processes.
12. The extended labor warranty offered by the Vendor is a value add.
13. The Vendor provides flexibility to work and meet with client needs; a comfort level for repeat business
14. No discount on the waterproofing membrane; 10% discount on most other systems and solutions.
15. Discount on per diem and mileage was better than what was offered on the State of Minnesota contract.

Recommendation

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

DocuSigned by:

Brad Schmidt

4794B5B252C6465...

Brad Schmidt, Health & Safety Coordinator
Lakes Country Service Cooperative

DocuSigned by:

Lori Mittelstadt

DD897E94AF8243D...

Lori Mittelstadt, CPC Assistant

DocuSigned by:

Julia Dangerfield

06FEF9942B2A4B5...

Julia Dangerfield, CPC Program Representative

DocuSigned by:

Lisa Truax

9AB8C86EB0B9422...

Lisa Truax, Procurement Solutions Coordinator

1 Attachment/Exhibit A
Scoring Spreadsheet

cc: Procurement File

Exhibit A

RFP #21.16 - Resinous Concrete Floor Coatings		
Evaluation; Master Score Sheet		
Criteria	Points	
Qualifications & Experience	50	
Marketing & Partnership	30	
Financials & Level of Support	5	
Industry-Specific Information	60	
Exceptions & Deviations	5	
References	-	
Total Technical Points	150	
Pricing Schedule		
1 - Price Schedule	50	
2 - Labor & Services	40	
3 - Volume Discount *optional	10	
Total Pricing Points	100	
Total Score	250	
		SwedeBro
Criteria	Points	Average Points Awarded
Qualifications & Experience	50	37
Marketing & Partnership	30	20
Financials & Level of Support	5	4
Industry-Specific Information	60	49
Exceptions & Deviations	5	4
References	-	-
Total Technical Points	150	115
Proceed to Pricing Evaluation?	Yes/No	Yes
Pricing Proposal		
1 - Price Schedule	50	38
2 - Labor & Services	40	28
3 - Volume Discount *optional	10	7
Total Pricing Points	100	73
Total Score	250	188

May 7, 2021

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

Award Decision, RFP #21.16 - Resinous Concrete Floor Coatings

Dear Chad Hanson:

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. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

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

Regards,



Lisa M. Truax | Procurement Solutions Coordinator
Cooperative Purchasing Connection



Contract Offer & Award

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

Part I: Vendor

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

Business Name	<u>ShedleBro, Inc.</u>	Date	<u>3/27/21</u>
Address	<u>1409 159th Ave NE</u>	City, State, Zip	<u>Ham Lake, MN 55341</u>
Contact Person	<u>Chad Hansen</u>	Title	<u>President</u>
Authorized Signature	<u>Chad Hansen</u>	Title	<u>President</u>
Email	<u>chansen@shedlebro.com</u>	Phone	<u>763 434 9237</u>

Part II: CPC

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

Awarding Agency

Cooperative Purchasing Connection

Authorized Representative

DocuSigned by:

Jane Eastes

6D9BB132BB3040A...

Name Printed or Typed

Jane Eastes, Deputy Executive Director

Awarded this

7th

day of

May, 2021

Contract Number

21.16 - SWB

Contract to Commence

June 1, 2021