

## Bid Checklist

Proposal: RFP #21.14 - Athletic Surfaces: Tracks & Courts

Awarded Vendor(s): Fisher Tracks

Award Date: March 8, 2021 Contract Number: 21.14-FTI

- 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 01/04/2021	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	377809
StarTribune 01/11/2021	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	377809

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$268.80**

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: 01/11/2021

*Jaleene K. Howard*



Notary Public



# Argus Leader

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

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

Account No.: SFA-0000000483

Ad No.: 0004524157

PO #: AD#4524157

Lines : 27

Ad Total: \$37.52

**This is not an invoice**

# of Affidavits 1

Account No.: SFA-0000000483  
Ad No.: 0004524157

## 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, January 4, 2021

Monday, January 11, 2021

Sworn to and subscribed before me this 11 day of January, 2021.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

919.21  
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 #21.12 - Carpet and Resilient Floorings, RFP #21.13 - Resinous Concrete Floor Coatings, and RFP #21.14 - Athletic Surfaces: Tracks and Courts.

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

Proposals must be uploaded to Public Purchase before 10 a.m. CT on February 2, 2021, and late proposals will not be considered.  
4524157 Jan. 4, 11, 2021

\*\*\* Proof of Publication \*\*\*

State of North Dakota )  
 ) SS:  
County of Burleigh )

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 #21.12 - Carpet and Resilient Flooring, RFP #21.13 - Resinous Concrete Floor Coatings, and RFP #21.14 - Athletic Surfaces: Tracks and Courts. Specifications and forms may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Proposals must be uploaded to Public Purchase before 10 a.m. CT on February 2, 2021, and late proposals will not be considered.

1/4, 11 & 18 - 20226

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

appeared Jim 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:

1/4, 11 + 18/2021

Signed Jim Lindsay

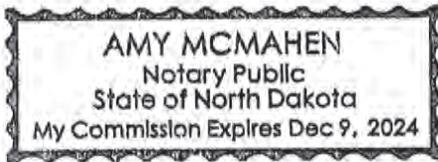
LAKES COUNTRY SERVICE COOP  
Lori Mittelstadt  
1001 E MOUNT FAITH  
FERGUS FALLS MN 56537

ORDER NUMBER 20226

Sworn and subscribed to before me this 18<sup>th</sup> day of

January 2021

Amy McMahon  
Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 01/04/2021, 01/11/2021, 01/18/2021

TOTAL AD COST: 59.16

FILED ON: 1/18/2021

**AFFIDAVIT OF PUBLICATION**

**STATE OF NORTH DAKOTA**

**ss.**

**COUNTY OF CASS**

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

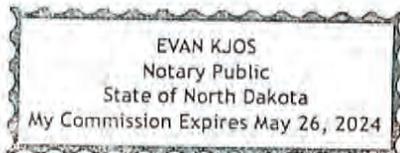
1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: ***Legal Notice; (3) time: Jan. 6, Jan. 13 and Jan. 20, 2021***, as 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 20th day of January, 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 #21.12 - Carpet and Resilient Flooring, RFP #21.13 - Resinous Concrete Floor Coatings, and RFP #21.14 - Athletic Surfaces: Tracks and Courts. Specifications and forms may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Proposals must be uploaded to Public Purchase before 10 a.m. CT on February 2, 2021, and late proposals will not be considered.  
(Jan. 6, 13 & 20, 2021) 2871093



**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Cc:** [Melissa Mattson](#)  
**Subject:** Release Successful on Bid RFP #21.14 - Athletic Surfaces: Tracks & Courts  
**Date:** Monday, January 4, 2021 8:30:17 AM

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Lisa M Truax:

Bid "RFP #21.14 - Athletic Surfaces: Tracks & Courts"  
Status: Release Successful on Jan 4, 2021 7:30:10 AM MST

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=136851>

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

Thank you for using Public Purchase.

MK= bSfnRwG0D0RivY25/aYJGw==

Proposals Requested by the:  
**Cooperative Purchasing Connection**



## **RFP #21.14 - Athletic Surfaces: Tracks & Courts**

CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks and athletic courts, at consortium level discounted pricing.

**Due: 10:00 a.m. CT on Tuesday, February 2, 2021**

**Vendors will submit questions and proposals online via Public Purchase ([www.publicpurchase.com](http://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
January 4, 2021	Publication of RFP #21.14 - Athletic Surfaces: Tracks & Courts
January 19, 2021 at 11:00 a.m. CT	Non-Required Conference Call
<b>January 22, 2021, at 10:00 a.m. CT</b>	<b>Deadline for Vendors to Submit Questions</b>
<b>February 2, 2021, at 10:00 a.m. CT</b>	<b>Deadline for Submission</b>
March 5, 2021	Contact Vendor/Award(s) Made
April 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/95383138770?pwd=eE80TFQzR0VObHVfbUVZc2s4OFIsZz09>.

1. **Dial-in Number:** +1 312 626 6799 US
2. **Meeting ID:** 953 8313 8770
3. **Password:** 414895

**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](mailto:support@publicpurchase.com) or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

**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	[Vendor]
		Average Points Awarded
Qualifications & Experience	50	
Marketing & Partnership	30	
Financials & Level of Support	5	
Industry-Specific Information	60	
Exceptions & Deviations	5	
References	-	

<b>Total Technical Points</b>	<b>150</b>	<b>0</b>
Proceed to Pricing Evaluation?	Yes/No	
<b>1 - Price Schedule</b>	55	
<b>2 - Labor &amp; Services</b>	35	
<b>3 - Volume Discount *optional</b>	10	
<b>Total Pricing Points</b>	100	0
<b>Total Score</b>	<b>250</b>	<b>0</b>

**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 March 5, 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 April 1, 2021, through March 31, 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 broad-line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks and athletic courts, at consortium level discounted pricing. The Vendor must possess the ability to purchase equipment, materials and supplies necessary to design, install, conduct site preparation, conduct material testing, maintenance, renovation, and repair or running tracks and athletic courts of all sizes and shapes. 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. Turnkey athletic surfaces, supplies, materials and services may include, but not limited to the following categories:

1. Various types of surfaces for running tracks and athletic courts.
2. In-ground equipment and accessories.
3. Irrigation and drainage systems.
4. Construction.
5. Design and engineering services.
6. Installation and site preparation services.
7. Soil and material testing.
8. Surface testing.
9. Warranty.
10. Maintenance.

**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 turnkey athletic surface solutions 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, from January 2017 through September 2020, CPC participating agencies have purchased just over \$1.9 million in athletic surfaces. 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, CPC believes that the program will continue to grow significantly throughout the solicitation term.

### **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.
3. 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.
4. 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.

#### **Athletic Surfaces - Tracks & Courts:**

1. All surfaces offered are to meet the requirements of ASTM F 2157-09 Standard Specification for Synthetic Surfaced Running Tracks. This specification establishes the minimum performance requirements and classification when tested following the procedures outlined within this specification. The products and services may include, but are not limited to the following:

- a. Provide technical and consulting services related to running track or athletic court surface design, characteristics, construction, and integration into the development of a new athletic or recreational facility.
  - b. Provide existing site inspection and investigation to identify soil conditions existing at the site to take into account the conditions found in the designing of athletic and recreational facilities. The investigation shall include, but is not limited to:
    - i. Stripping, placement of backfill, and base construction to ensure the minimization of the risk of problems due to subsoil and subgrade conditions.
    - ii. Soil inspection for the existence of peat or other organic soils at the site.
    - iii. Inspection for uncontrolled fill materials or waste materials at the site.
    - iv. Inspection for expansive soils at the site.
    - v. High groundwater conditions or surface water retention area (low area flooding).
  - c. Provide all labor, materials, equipment, and drawings required to provide design services for a project cost proposal with a complete scope of work, including all products, services, and running track or athletic court specifications with their associated costs. A preliminary construction schedule shall be a part of the project proposal.
  - d. Provide all labor, materials, equipment, project drawings, and construction documents necessary to establish, construct, install lines and markings required to complete the running track or athletic court as identified and specified within the project documents for the participating agency's project scope of work and documents.
  - e. Provide all labor, materials, and equipment required to assess and evaluate existing facilities, and develop and establish a plan of action for maintenance, repair, and/or renovation of the existing athletic or recreational surface to conditions as required by the participating agency.
  - f. Provide ongoing technical support and training services for participating agencies relating to the maintenance and operation of these types of surfaces to ensure their good operational condition.
  - g. The running track or athletic court should provide the performance characteristics, components, and construction that meet the needs of the declared use and/or functions.
  - h. The running track or athletic court and all of its components should: be resistant to moisture, rot, mildew, bacteria, fungus growth, ultraviolet ray degradation, be non-toxic, not cause commonly known allergic reactions at all field locations, and meet CPC local state and environmental requirements. Each running track or athletic court should be constructed to resist damage from wear and tear during athletic and recreational usage.
2. Projects.
- a. Assess and determine existing site conditions and participating agency's expectations for the project.
  - b. Develop a proposed solution to conform and meet the participating agency's expectations while considering and ensuring the solution proposed is adequate and functional within the existing site conditions and will comply with all building codes.
  - c. Provide labor, materials, equipment, and supervision necessary to complete installation of running track or athletic court surfaces, including the following:
    - i. Site inspection and investigation.
    - ii. Site preparation and sub-base.
    - iii. Inspection and approval of sub-base.
    - iv. Installation of the proposed system with accessories, striping, and equipment.

- v. Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the running track or athletic court surface.
  - vi. Construction and installation services to prepare and install proposed running track or athletic court surface on the designated site following the shop drawings, striping plan, and manufacturer's instructions, and specifications.
3. Track Surfaces - Latex.
- a. Latex surfaces are generally defined as rubber particles of a specified size, shape, and composition, bound together by a water-based resin binder. They are resilient, all-weather surfaces. Most are permeable.
  - b. Materials.
    - i. Water used in dilution must be fresh and potable.
    - ii. Primer. Most latex systems require a primer application to promote adhesion between the resilient surface and the asphalt or concrete base. Depending on the proprietary system, the binder may be latex or an asphalt emulsion.
    - iii. Asphalt Emulsion. Asphalt emulsion is an asphaltic cement suspending in a water vehicle.
    - iv. SBR Latex Binder. SBR latex is a water-based resin used to bind rubber particles. It is comprised of varying proportions of styrene and butadiene monomer in a water vehicle. Other types of latex binders used as track binders include vinyl, acrylics, and a variety of combinations.
    - v. SBR Rubber Particles. SBR rubber particles are generally post-industrial by-products that have been shredded or chopped to a specific size, shape, and graduation. The characteristics of the rubber particles are selected to be defined by the specification.
    - vi. EPDM Rubber. EPDM rubber is a highly pigmented rubber compound chopped to a specific size for use as a wearing surface. It is available in a wide variety of colors and sizes. The compatibility of the EPDM granules and the latex binder is to be determined prior to installation.
    - vii. Surface Coating. Surface coating is the final wearing finish applied to the resilient surface. It is used to provide protection from ultraviolet light degradation and to provide additional wear resistance and color uniformity. The coating may be formulated with a variety of binder types, including SBR, acrylic latex, or polyurethane. The system installer should ensure compatibility.
  - c. Systems.
    - i. The materials listed above may be used in a wide variety of combinations to meet the requirements of the participating agency. In no case should the recommended thickness of the system selected be less than 1/2" (12.5 mm) when measured following USTC and TBA standards. The four general types of latex track surfaces are as follows:
    - ii. Black Mat. A black mat system is composed of black SBR rubber or black EPDM rubber particles bound by SBR latex or an approved alternate water-based resin. The surface coating is highly pigmented black SBR or acrylic latex.
    - iii. Colored Binder. A colored binder system consists of black EPDM or black SBR rubber particles bound by a pigmented latex binder or an approved alternate water-based resin. The surface coating should be a highly pigmented UV stable coating of adequate thickness and durability to resist wear patterns with normal use.
    - iv. Color Sandwich. A color sandwich system of black EPDM or black SBR rubber particles bound by latex has a wearing course of at least 1/8" (3mm) or

pigmented (other than black) EPDM granules bound by pigmented SBR latex binder or an approved alternative water-based binder. The surface coating should be highly pigmented, UV stable coating to provide uniform color to the system.

- v. Full Depth Color. A full-depth color system consists of colored EPDM granules (not black) bound by pigmented SBR latex binder or an approved alternative water-based binder. The surface coating should be a highly pigmented, UV stable coating to provide strength and color uniformity. This system is used in high traffic areas in conjunction with either the color sandwich or the colored binder system.
- d. Thickness and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This, coupled with the application methods, shape, and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance for 1/2":

Color/Type	Size/Shape	Specific Gravity	Lbs./Sq. Yd.
Black SBR	Granules	1.15 - 1.40	10.0 - 12.0
Black SBR	Medium Strands	1.15 - 1.25	8.5 - 10.0
Black EPDM	Granules	1.30 - 1.50	10.5 - 12.0
Colored EPDM	Granules	1.40 - 1.60	13.0 - 15.0

- e. Variety of Shape, Size, and Composition.
  - i. Each system manufacturer makes specific recommendations on the ratio of binder to rubber particles. The variety of particles, shape, size, and composition will cause the volume of the binder to vary. Each system should specify the ratios required in the following format:
    1. Total dry pounds of latex undiluted binder.
    2. Total points of the specified rubber particle.
    3. For colored binder and color sandwich systems, the quantity of pigment per 55 gallons of latex binder.
- f. Material Delivery.
  - i. All material must be delivered to the job site is labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- g. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- h. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.

- iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
      - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
    - i. Temperature and Humidity.
      - i. Latex track surfacing is dependent on evaporation for drying and curing.
      - ii. No material may be placed if the ambient temperature is not at least 50 degrees F and rising.
      - iii. Relative humidity above 50% will increase the drying time.
      - iv. Low temperature and high humidity may lead to incomplete curing.
    - j. Surface thickness before the final surface coating is applied, the participating agency and the Vendor will determine that the desired surface thickness has been achieved by checking the surface in accordance with USTC and TBA test methods.
- 4. Track Surfaces - Polyurethane Base Mat
  - a. A polyurethane base mat system is a homogenous blend of EPDM or SBR rubber granules and polyurethane binders that are evenly spread in a monolithic application over an asphaltic or concrete base. The system is a resilient all-weather surface designed to allow moisture to pass through the surface. The system has a smooth finish and may be applied for both indoor and outdoor use.
  - b. Materials.
    - i. A variety of products may be used in the construction of the track surface.
    - ii. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
    - iii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic prepolymer, designed to bind rubber granules together.
    - iv. SBR/EPDM Black Rubber. Fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, should contain less than 4% dust, and be free of foreign debris, and should not contain any other color within the granule.
    - v. Color EPDM Rubber. Colored EPDM granules should be ground from fully cured virgin slabs of peroxide- or sulfur- cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust.
  - c. Thickness, Weight, and Specific Gravity.
    - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
    - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance. Color/Type per 1/8":
 

Color/Type	Size/Shape	Specific Gravity	Shore A Hardness
Black SBR	1-4 mm Granules	1.15 - 1.40	55-70
Black SBR	1-4 mm Granules	1.20 - 1.50	55-70
Black EPDM	1-4 mm Granules	1.40 - 1.60	55-70
  - d. Material Delivery.

- i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
    - ii. Do not allow liquid binders to freeze.
    - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
  - e. Installation Equipment.
    - i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
    - ii. Tools are to be cleaned daily.
    - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
  - f. Surface Preparation.
    - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
    - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
    - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
    - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
  - g. Installation.
    - i. Primer. Polyurethane track surfacing should be the appropriate primer using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the Vendor when extreme heat conditions soften the asphalt.
    - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.
    - iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. The material should be placed at the specified depth in a single application and allowed to cure.
    - iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
    - v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
  - h. Line Markings. The surface system manufacturer must be approving the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 5. Track Surfaces - Polyurethane Base Mat Structural.
  - a. The polyurethane base mat structural spray system is a homogenous blend of EPDM or SBR rubber granules and polyurethane binders. The base layer is spread evenly in

a monolithic application over an asphaltic or concrete base and followed with a structural spray-applied polyurethane and rubber blended coating. The system is a resilient all-weather surface designed to allow moisture to pass through the surface. It has a textured finish and is used primarily in outdoor applications.

- b. Materials.
  - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
  - ii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic pre- polymer, designed to bind rubber granules together.
  - iii. SBR/EPDM Black Rubber. SBR/EPDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post- industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle. They should contain less than 4% dust and be free of foreign debris. They should not contain any other color within the granule.
  - iv. Colored EPDM Rubber. Colored EPDM granules should be ground from fully cured virgin slabs of peroxide- or sulfur- cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust. Colored EPDM Rubber (Structural Spray) Same as Colored EPDM Rubber, above, but the gradation of the granules should range from 0.5mm to a maximum of 3mm.
- c. Thickness, Weight, and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness.
- d. Material Delivery.
  - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to installation of the latex track system, the entire base should be checked for planarity and surface tolerance.

- iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
    - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after rain has ended.
  - g. Installation.
    - i. Primer. The surface should be primed with the appropriate polyurethane primer using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.
    - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.
    - iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. Materials should be placed at the specified depth in a single application and allowed to cure.
    - iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
    - v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
  - h. Line Markings. The surface system manufacturer must be approving the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 6. Track Surfaces - Polyurethane Base Mat Sandwich.
  - a. The polyurethane base mat sandwich system is a homogenous blend of SBR rubber granules and polyurethane binder base layer spread evenly in a monolithic application followed by sealing. The sealant layer is a massive application of polyurethane coating with colored EPDM granules broadcast or encapsulated into the coating. This sealant layer makes the system impermeable. The system is a resilient all-weather surface. It is textured and is used in both indoor-outdoor applications.
  - b. Materials.
    - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
    - ii. Polyurethane. The polyurethane binder is a single component, 100% solids, moisture cure, elastic prepolymer, designed to bind rubber granules together.
    - iii. Polyurethane Coating and Sealers. Two-component 100% solids polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.15 to 1.30. The coating may be used for the top layer as well as the sealant layer.
    - iv. Polyurethane Sealer. Two (2) component 100% solids thixotropic polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.45 -1.60. The coating is applied without the adding of rubber dust and is used only as a sealer.

- v. Polyurethane Aliphatic Top Coating. A single or two (2) components aliphatic top coating applied to structural surfaces that need to be protected from UV degradation.
- vi. SBR/EPDM Black Rubber. SBR/EDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, contain less than 4% dust, and be free of foreign debris, and not contain any other granule.
- vii. Colored EPDM Rubber. Colored EPDM rubber granules should be ground from fully cured virgin slabs of peroxide- or sulfur cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust. Colored EPDM rubber dust graded to -0.5 may be used as a thickener for the polyurethane coating in the sealing process.

c. Thickness, Weight and Specific Gravity.

- i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
- ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance per 1/8":

Size/Shape	Specific Gravity	Shore A Hardness
1-4 mm Granules	1.15 - 1.40	55-70
1-4 mm Granules	1.20 - 1.50	55-70
1-4 mm Granules	1.40 - 1.60	55-70

d. Material Delivery.

- i. All material must be delivered to the job site is labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
- ii. Do not allow liquid binders to freeze.
- iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.

e. Installation Equipment.

- i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
- ii. Tools are to be cleaned daily.
- iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.

f. Surface Preparation.

- i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
- ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
- iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.

- iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
  - i. Primer. The surface should be primed with the appropriate polyurethane primer using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.
  - ii. Mixing. The rubber granules and polyurethane binder should be accurately measured and placed in a clean dry mixer and mixed until all granules are thoroughly coated with the polyurethane binder. No evidence of water may exist during the mixing process. The mixing ratio of rubber to binder should not be less than five (5) parts rubber to one (1) part binder as determined by the weight of the products. The pot life of the mix should not be less than 45 minutes. No agents are to be added to extend pot life.
  - iii. Placement of Base Mat. The prepared material is placed evenly in front of the paving machine. The machine should be operated at a speed and with the screed bar at an angle to provide a tight and smooth surface, free of chatter marks and voids. The screed bars are to be constantly heated and should oscillate. Materials should be placed at the specified depth in a single application and allowed to cure.
  - iv. Trowel Work. All seams are to be troweled smooth within the pot life of the material. All edges should be straight and round by turning the trowel. All cold dry seams should be cut straight at an inward angle and primed before commencing with subsequent work.
  - v. Arid Climates. To aid in the curing process in arid climates, it may be necessary to mist the surface with water upon completion of the day's work.
  - vi. Seal Coat. The seal coat is a mixture of the two (2) component coating and EPDM rubber dust that is mixed and squeegee-applied to the base mat. Alternatives are to squeegee-apply two (2) components of thixotropic polyurethane coating without rubber dust or spray binder and brush EPDM rubber dust into the base mat. In all cases, sufficient material is to be applied to render the surface impermeable. The base mat and base must be completely void of moisture before commencing with the application of the seal coat.
  - vii. Top Coat. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges. Before the initial set, colored EPDM rubber granules are broadcast with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure. The alternative top coating is a spray application of a two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
  - viii. Aliphatic Top Coating. If the encapsulated top coating is unprotected for UV resistance, then a thin mil layer of one or two-component aliphatic top coating should be spray- applied, normally in two applications, over the surface in accordance to the manufacturer's recommendation.
  - h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 7. Track Surfaces - Polyurethane Full Pour (Impermeable).

- a. A full pour polyurethane system is the application of multiple layers of polyurethane coating and rubber, which may either, be black SBR or colored EPDM. The top layer is a massive application of polyurethane coating with colored EPDM granules broadcast or encapsulated into the coating. The system is a resilient all-weather surface. It is textured and impermeable and is used in both indoor and outdoor applications.
- b. Materials.
  - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application.
  - ii. Polyurethane Coating Sealers. Two-component 100% solids polyurethane coating consisting of a Part A colored polyol and Part B isocyanate activator. The specific gravity of 1.15 to 1.30.
  - iii. Polyurethane Aliphatic Top Coating. A single or two components aliphatic top coating is applied to structural surfaces that need to be protected from UV degradation.
  - iv. SBR/EPDM Black Rubber. SBR/EPDM black rubber should be fully cured rubber granules that may either be ambient or cryogenically ground from post-industrial by-products to a size of not less than 1 nor more than 4mm. The general cut of the granules should be cubicle, contain less than 4% dust, and be free of foreign debris, and not contain any other color within the granule.
  - v. Colored EPDM Rubber. Colored EPDM rubber granules should be ground from fully cured virgin slabs of peroxide or sulfur cured rubber (the curing process must be compatible with the polyurethane chemicals being used). The EPDM content should be not less than 20%. The general cut of the granules should be cubicle and they should contain less than 4% dust.
- c. Thickness, Weight, and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials.
  - ii. Both SBR and EPDM rubber particles will vary in specific gravity and bulk density value of rubber. This coupled with the application methods, shape and size will affect the rubber required to achieve 1/2" thickness. The chart below is intended for guidance per 1/8":
 

Size/Shape	Specific Gravity	Shore A Hardness
1-4 mm Granules	1.15 - 1.40	55-70
1-4 mm Granules	1.20 - 1.50	55-70
1-4 mm Granules	1.40 - 1.60	55-70
- d. Material Delivery.
  - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.

- f. Surface Preparation.
    - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
    - ii. Prior to installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
    - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
    - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
  - g. Installation.
    - i. Primer. The surface should be primed with the appropriate polyurethane primer using spray equipment or rollers. Application rates range between 0.18 – 0.27 lbs. per square yard. For an asphalt base, primer application may be reduced by the awarded vendor(s) when extreme heat conditions soften the asphalt. Some manufacturers' systems will not require a primer.
    - ii. Mixing. All two-component polyurethane coatings are to be mixed in a manner to accurately measure and thoroughly mix all materials to the ratios specified by the manufacturer.
    - iii. Applying Base Materials. The two-component self-leveling polyurethane coating is flow applied to the base in multiple layers with either black SBR or colored EPDM granules being applied into the coating to attain the specified base depth. The ratio of base rubber will be between 15% and 35% of the total weight of the finished surface.
    - iv. Top Coat. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges. Before the initial set, colored EPDM rubber granules are broadcast into the coating with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure. The alternative top coating is a spray application of the two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
    - v. Aliphatic Top Coating. If the encapsulated top coating is unprotected for UV resistance, then a thin mil layer of the one or two-component aliphatic top coating should be spray applied, normally in two applications, over the surface in accordance to the manufacturer's recommendation.
  - h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
8. Track Surfaces - Pre-Manufactured Rubber Tracks.
- a. Pre-manufactured rubber track surfaces can be classified into three distinct systems: a prefabricated rubber base layer with a structural spray top coating (permeable structure); a prefabricated rubber base layer with a massive pour of polyurethane coating with embedded colored EPDM rubber granules (impermeable structure), and a prefabricated, vulcanized rubber product that is installed in a single layer (impermeable structure).
  - b. Materials.
    - i. Primer. The primer is a mixture of polyurethane binder and a viscosity reduction vehicle that allows for a light film application. Primer may vary with the specifications provided by the manufacturer of the surface.

- ii. Adhesive. The adhesive is a single or two-component polyurethane or other material specified by the manufacturer that is used to bond the prefabricated materials to the prepared base.
  - iii. Prefabricated Rubber Mat. The prefabricated rubber mat is a rolled sheet good product that is comprised of rubber particles and a polyurethane binder.
  - iv. Prefabricated Vulcanized Rubber Mat. The prefabricated mat is calendered and vulcanized with a base of natural and synthetic rubber, stabilizing agents, and pigments at a prescribed thickness and finish texture.
- c. Thickness, Weight, and Specific Gravity.
  - i. Each surface system should be at least 1/2" (12.5mm) in total thickness to allow for variation in the underlayment and to prevent spiked shoes from penetrating to the base layer, potentially disrupting the bond.
  - ii. The total weight of the system is contingent upon the depth of the surface and the specific gravity of the materials, as well as the weight of the colored EPDM granules embedded in the top coating.
- d. Material Delivery.
  - i. All material must be delivered to the job site in labeled and marked containers. All packaging and excess materials must be disposed of in accordance with state, local, and federal standards and regulations.
  - ii. Do not allow liquid binders to freeze.
  - iii. Quantities needed to complete the project in accordance with the manufacturer's specifications should be verified.
- e. Installation Equipment.
  - i. All installation equipment including mixers, pavers, sprayers, and hand tools should be kept free of moisture while in use.
  - ii. Tools are to be cleaned daily.
  - iii. No equipment or vehicles used in the installation process should leak any gas, petroleum products, solvents, etc.
- f. Surface Preparation.
  - i. The asphalt or concrete base should be sufficiently cured and cleaned in order for work to progress. Recommended cure times; 14 days for asphalt and 28 days for concrete.
  - ii. Prior to the installation of the latex track system, the entire base should be checked for planarity and surface tolerance.
  - iii. Any areas that vary +/- 1/4" measured with a 10' straightedge in any direction should be patched with a compound compatible with the asphalt or concrete base and approved by the latex track manufacturer.
  - iv. After patching, the surface should not allow water to stand greater than 1/16" deep, one hour after the rain has ended.
- g. Installation.
  - i. Primer. The day's work should be primed, if required, in accordance with the manufacturer's specifications. Normal application procedures call for the primer to be either spray or roller applied.
  - ii. Placement of the Mat. Materials to be laid out and relaxed prior to installation. Adhesive is then mixed and troweled in place using a notched trowel. Apply rates should be in accordance with the manufacturer's specifications. Adhesive should be applied only to the area to be covered by one roll at a time. When the adhesive is tacky, the mat is then placed onto the surface making sure that each sheet is placed in a straight line or around a curve at a constant radius. All butt joints are to be staggered. The mat should be rolled out so that all entrapped air is removed. Seams and butt joints are to be level and not pinched. Place weights as necessary to hold the mat in place. Remove any excess adhesive that protrudes above the seams and joints.

- iii. Structural Top Coating.
      1. Mixing. Using dry containers, weigh out in accordance with the manufacturer's specification a quantity of the two parts (A and B) of the structural spray and mix them thoroughly. Add the specified quantity of colored EPDM rubber granules to the mixed material, or in the case of a single component structural spray, to the weighed out portion of that single component material. Mix thoroughly.
      2. Application. Place the mixed material into a spray machine and spray apply the material to the base mat. Apply a second coat of material over the first by spraying in the opposite direction. The total rate of application of two coats of spray will range from 3.4 to 4.4 lbs. per square yard. Should the surface require a structural spray coating, see "Track Surfacing - Polyurethane Tracks - Base Mat Structural Spray".
    - iv. Flood Coat and Embedded Rubber Top Coating.
      1. The topcoat is a massive flow application of the two-component coating that is mixed according to the ratios of parts A and B listed by the manufacturer. The material is to be self-leveling and should be free of ridges.
      2. Before the initial set colored EPDM rubber granules are broadcast with sufficient excess granules being applied to assist in the embedding process. Normally 5 to 5.5 lbs. of granules per square yard will be embedded. All loose excess granules are removed after the initial cure.
      3. The alternative top coating is a spray application of the two-component coating and encapsulated EPDM rubber granules applied at an approximate ratio of 60% coating to 40% rubber to sufficiently protect the base.
    - v. Single Sheet Good Installation.
      1. Should the specification call for the product to be vulcanized and calendered with a textured finish, proceed to line marking.
    - h. Line Markings. The surface system manufacturer must approve the type and brand of marking paint used. All lane and event markings should be in accordance with the applicable governing body.
- 9. Layout and Striping of Running Tracks.
  - a. Paint. Various types of running surfaces have different characteristics. These may require different types of paint such as latex, urethane, or enamels. Use paint per track surfacing manufacturer's recommendations.
  - b. Layout. At minimum layout should be accomplished using a transit, theodolite, or total station that will read directly to at least 20 seconds and steel engineer's tape that will read directly to 0.001m or 0.01" or EDM device. Temperature correction should be applied as it will affect the level of precision. Cloth tapes, fiberglass tapes, and measuring wheels should not be used. Other methods, providing the same or greater accuracy, may be used if prior approval is obtained.
  - c. Tolerances. Track Governing Bodies do not allow a minus tolerance of any kind in a track.
  - d. Painting Placement. The location of the finish line determines the location of all other markings such as starts, hurdles, and exchange zones. Consult the governing body requirements and recommendations for finish line placement.
  - e. Markings – Lane Lines, Start and Finish Lines. Lane line-markings should be 2" (5 cm) wide depending on the rules of the governing body. In areas where chute and curve lines intersect, chute lines should be dashed or broken with some other means to indicate the curved lines have priority. Start and finish lines should also be 2" (5 cm) in width. The NCAA and IAAF require finish line blackouts.

- f. Exchange Zones. Exchange zones are typically marked using triangles or rectangles, squares or triangles, painted on both sides of each lane.
- g. Hurdle Placement. Hurdle placements can be identified by the use of small rectangles, squares, or triangles, painted on both sides of each lane.
- h. Other Markings. Other markings such as event identification, shadowed lane numbers, school logos, or sprint race markings for running in back straight or reverse direction may be added to enhance the usability and appearance of the track.
- i. Colors. Individual governing bodies have recommended or required colors for each event. School colors may be incorporated into the track for lane numbers or lines where governing bodies allow.
- j. Paint Application. Paint may be rolled, brushed, or sprayed with either conventional or airless stripping machine.
- k. Paint Coats. The manufacturer's recommendations for paint and coverage should be followed. The excessive thickness of paint may cause cracking and curling.
- l. Certification. Depending on the governing body and the intended use of a particular facility, a certification of accuracy of calculations or markings by the track striper, a Certified Track Builder, a Professional Engineer or Registered Land Surveyor may be required.

10. Site Inspection and Investigation.

- a. The ultimate performance and lifecycle of any running/jogging track depend on a significant degree in the subsoil and drainage conditions of the site. The stability of the subsoil also has a direct influence on the ability to properly prepare the site, construct the track, and to maintain design grades under the deformations generated by the construction equipment itself. Such site conditions as expansive soils or plastic soils and use of base course materials consisting of these types of soils can create problems and frost action is exaggerated where frost susceptible materials exist with moisture available to generate frost heave. It is, therefore, necessary for the Vendor in cooperation with the participating agency to ensure that a complete and accurate site inspection/investigation has been performed to identify soil conditions existing at the site and to take these conditions into account in designing the project. Site preparation, including stripping, placement of backfill, and base construction must be properly performed to minimize the risk of problems due to subsoil and subgrade conditions.
- b. The scope of and level of any site inspection/investigation must be flexible and dependent on the nature of the conditions that exist at a particular site, and the degree of risk that the participating agency is willing to acknowledge, accept and take regarding adverse effects of subsoil conditions. During the design and development of the project, the Vendor will advise and consult with the participating agency to determine the scope and level of site inspection required. The more serious site conditions that require an adequate study includes, but is not limited to:
  - i. The existence of peat or other organic soils at the site;
  - ii. Uncontrolled fill materials or waste materials at the site;
  - iii. Expansive soils at the site;
  - iv. High groundwater conditions or surface water retention area (low area flooding); or
  - v. Special usage of the facility for a variety of activities.
- c. Soils should be classified, in general, in accordance with the visual manual method of identification of soils, utilizing the Unified Soil Classification System (ASTM Methods D 2488 "Description of Soil Visual Manual Procedure", and D 2487 "Classification of Soils for Engineering Purposes"). It is not intended, however, that rigorous use of these methods be required, but only use of terminology that will describe the soil conditions in terms of soil types using the Unified Soil Classification symbols, such as CL, CH, etc.

- d. Data obtained from this investigation should be prepared and submitted as part of the project record documents for later reference, if necessary, or for review by a qualified engineer if an evaluation is decided upon by the participating agency and/or the Vendor.
  - e. Once a site study has been completed, identified risks require the participating agency and the Vendor to make a joint decision as to the level of site preparation is required before the project is started. This is done so that an adequate site can be available for the track construction, and in the event of any problems developing because of subgrade conditions, the responsibility can be allocated between the participating agency and the Vendor
  - f. Where any site and/or soil conditions are suspect for problems, such as the existence of fill material, organic material, or expansive soils are known or believed to exist at a site, then it is required that the participating agency and awarded vendor(s) shall review, assess and discuss the pros and cons of the condition and the participating agency may choose to retain a geotechnical consultant to obtain samples in accordance with ASTM Method D 1587 in cohesive soils, and D 1586 in granular soils, with borings to a depth of at least 10 ft. or into firm materials. This should be followed by appropriate unconfined compressions tests, water content and density determinations on cohesive soils, and penetration resistances and blows per foot for granular soils, plus water level determinations, again with borings at each corner of the tennis court or each quadrant of the track and intermediate borings not greater than 200 ft. apart outside the pavement area.
  - g. All information and communications relating to the site inspection and investigation shall become part of the project's documentation.
11. Site Preparation, Earthwork, Drainage, and Sub-Base Construction.
- a. For new track construction, the site must be properly prepared in accordance with project design documents that were prepared based on the site inspection and investigation which addressed:
    - i. Site grade and elevations;
    - ii. The subsoil, topsoil, and drainage conditions;
    - iii. The existence of peat or other organic soils at the site;
    - iv. Uncontrolled fill materials or waste materials at the site;
    - v. Expansive soils at the site;
    - vi. High groundwater conditions or surface water retention areas (low are flooding).
  - b. Stripping and Excavation.
    - i. Unless otherwise specified, topsoil and other unsuitable materials at the site, and to a minimum distance of 5' beyond the surfaced area, should be removed in such a manner as to minimize disturbance of the remaining subgrade soils, and to facilitate placement of embankment materials and/or base course materials. Topsoil should be stored at the site and reused for landscaping after construction.
  - c. Subsurface Drainage.
    - i. Where surface inlets are provided on or near the courts or track, drain lines to carry the water to appropriate discharge channels should be in accordance with local building codes and regulations.
    - ii. Where it is necessary or otherwise decided to lower the water table at the site, French drains (permeable, properly graded, gravel-filled trenches), geocomposites, or perforated drain lines surrounded with stone material, should be utilized, discharging to appropriate channels. Non-woven geotextile fabric may be used, depending on the stone materials available.
    - iii. Backfill of all trenches should be granular material, placed in layers not to exceed 6" in thickness, compacted with appropriate compaction equipment

- to 95% of the maximum density determined by ASTM Method D 698 (Modified Proctor). This compaction is necessary to minimize the risk of a subsequent settlement of the surface over the trench.
- iv. When trenching or drain tile is used under existing permanent pavement, it is recommended that this area be compacted to 100% of the maximum density determined by ASTM Method D 698 (Modified Proctor). This method will reduce the amount of settlement that may occur in these trenches, which will reflect on the final surface.
- d. Sub-Base Embankment.
- i. The embankment is filled material necessary to raise the grade at the site, after removal of unsuitable materials identified during the site investigation, to provide the surface on which to place the base course for the running track.
  - ii. While well-graded granular soil is preferred for embankment fill, normally locally available soil is used for economic reasons. The material should be free of organic or expansive material, and of particles greater than 1 1/2" in dimension. It should be placed in lifts not to exceed 6" in thickness and compacted to 95% of the maximum density determined by ASTM Method D 698 (Modified Proctor). The water content of the fill should be reduced by aeration or increased by adding water, as necessary to achieve the required compaction.
  - iii. Where the natural soil at the bottom of the sub-base course is stable, as evidenced by stability under construction equipment, hand auger, or other exploration, base course materials can be placed on this soil. Soft clay and plastic soils should be appropriately stabilized.
- e. Vegetation Control or Vegetation Regrowth Prevention.
- i. Soil conditions vary from area to area. Where problems exist, it may be necessary to sterilize the soil. The awarded vendor(s) should during project development or construction recognize and determine when soil sterilization is necessary and offer methods and options to the participating agency for rectifying problems caused by vegetation.
- f. Concrete Curbs and Drains.
- i. Furnish all required labor, materials, equipment implements, parts, and supplies necessary to prepare the site and install curbs and drainage systems.
  - ii. Cement shall conform to one of the standard specifications for Portland Cements, ASTM C-150, per specification for blending hydraulic cement, ASTM C-595, excluding slag cement, types S, and SA.
  - iii. Air entrainment by total volume of concrete shall be: 4 - 6% for 1 1/2" maximum size coarse aggregate; 5 - 7% for 3/4" or 1" maximum size coarse aggregate; 6 1/2" - 8 1/2" for 3/8" or 1/2" maximum size coarse; 1/2 - 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.
  - iv. Aggregate shall conform to standard specifications for concrete aggregates ASTM C-33. For concrete work that is 5" thick, the normal size of the coarse aggregate shall not exceed 1 1/2". For concrete work that is 4" thick, the normal size of the coarse aggregate shall not be greater than 1".
  - v. Concrete work shall be 5" thick if the location of the structure is such that it will be subject to more than three freeze-thaw cycles annually. If the location is such that not more than three freeze-thaw cycles occur annually, concrete work may be 4" thick.
  - vi. Steel reinforcement bars shall conform to standard specifications for deformed and plain billet-steel bar for concrete reinforcement ASTM A-615, grade 60, or 40.
  - vii. For concrete work that is 5" thick, the recommended bars shall be No. 5 size in both directions at 12" on center. For concrete work that is 4" thick, the

- recommended bars shall be No. 5 size in both directions at 15" on center. Bars shall be accurately positioned at mid-depth, terminating 2" away from edges and joints, and shall be adequately supported by chairs with sand plates provided to prevent bar supports from sinking into the sub-base.
- viii. Bars shall be lapped 18" and also be securely tied or otherwise secured so that there is no possibility of displacement when concrete is placed. Reinforcement at the time of concrete placement shall be free of loose, flaky crust and other coatings or films that could interfere with bonding to the concrete.
  - ix. The concrete shall have a compressive strength of not less than 3,000 psi on the 29th day after casting. The minimum cement content for finish ability shall not be less than 470 lb. per cubic yard for 1 1/2" maximum size coarse aggregate or 520 lb. for 1". In freeze-thaw environments, the minimum cement content shall not be less than 560 lb. per cubic yard. The slump shall not be more than 4". Ready-mixed concrete shall be mixed and delivered in accordance with ASTM C-94, the specification for ready-mixed concrete.
  - x. Concrete shall be spread, consolidated, screened, bull-floated, and finished in accordance with Section 7.2 of ACT Standard 302, recommended practice for concrete floor and slab construction.
  - xi. When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab shall be uniformly finished by power floating and trawling. The final finish texture shall have at least a medium broom finish to improve the mechanical bond to the surface.
  - xii. Immediately after brooming, the concrete shall be kept continuously moist for seven (7) days by covering with polyethylene film or waterproof curing paper. Curing compounds will not be used. Curing time shall be in accordance with surfacing systems manufacturer's recommendations, but is not less than 28 days.
  - xiii. The concrete surface shall be finished so that the tolerance shall not vary more than 1/4" in 10' when measured with a 10' straightedge in all directions.
  - xiv. Perimeter edging shall be constructed using one of the following methods: pavement extension, flush curb, permanently raised curb, or removable raised curb.
  - xv. A pavement extension shall have an aggregate base course constructed so that the inside perimeter is parallel to and 28" inside of the track measure line, and 16" from the outer side of the outside lane line.
  - xvi. A pavement extension shall have an asphaltic concrete course(s) constructed so that the inside perimeter is parallel to and 22" inside of the track measure line, and its outside perimeter parallel to and 10" from the outer side of the outside lane line.
  - xvii. A pavement extension shall have a synthetic surfacing course constructed so that the inside perimeter is parallel to and 16" inside of the track measure line, and its outside perimeter parallel to and 4" from the outer side of the outside lane line.
  - xviii. A flush curb shall be solid, installed for both the inside and outside (or inside only) perimeter of the trade. The curb shall be flush with either the asphalt or the top elevation of the synthetic surface for an impermeable installation. For a permeable installation, the curb is to be flush with the final elevation of the asphalt. The distance between the track side of the inside curb and the measuring line shall be less than the distance between the track side of the outside curb and the line shall not be less than 4".

- xix. A permanently raised curb shall be solid and be installed to provide a curb for both the outside and inside the perimeter of the track. The distance between the trackside of the curb and the track measure line shall be 30 cm. The distance between the trackside of the outside curb and the lane line shall not be less than 4".
  - xx. Removable raised curbs shall be available in various materials, including, but not limited to: aluminum, polyurethane, or aluminum with a firm rubber top. These removable curbs shall sit on pads that allow movement of water from the track surface to the drain channel or infield.
  - xxi. Drainage systems shall utilize a perimeter drain tile system, catch basin, curb and gutter drainage system, permeable system, or continuous trench drains.
12. Hot Mix Asphaltic Concrete Base Course and Leveling Course for Running Tracks, Athletic Court, or Field Events Areas.

- a. The components and methods utilized to install and complete the base and leveling course must be in accordance with the individual project's design documents. The success of any installation of base or leveling course is dependent upon a properly constructed sub-base and a good drainage system.
- b. The Minimum recommended base course thickness shall be based on the specifications established by the geotechnical engineer.
- c. The Minimum recommended leveling course thickness shall be based on the specifications established by the geotechnical engineer.
- d. Quality Assurance. For the installation of running track and field event hot mix asphalt, utilize only thorough, highly-trained personnel experienced and familiar with running track and field event paving and with the tolerances required by the appropriate federal, state, and local governing bodies.
- e. Asphalt. The proper type of asphalt used will vary from state to state if using the standard norm of the Department of Transportation (DOT) or State Highway Department standards. The following is a typical mix design for example only:
  - i. Thickness: No less than 1".
  - ii. Liquid Asphalt or Bitumen: 5.5% by weight (+/- 0.5%).
  - iii. Asphalt Penetration or Type: 85 - 100 penetration.
- f. Cure Time. Follow the coating manufacturer's recommendations (typically 14 to 30 days), depending on the time of year and rainfall. Asphalt will cure more slowly in cooler temperatures, i.e. the Spring and Fall.
- g. Aggregate Type. Crushed stone, gravel, shale, limestone, etc. Foreign materials, i.e., pyrite, clay, ferrous compounds, dirt, and organic material are not acceptable.

Aggregate Sieve Analysis	% Passing
1/2"	100%
3/8"	70 - 80%
1/4"	60 - 80%
No. 4	60 - 70%
No. 8	40 - 60%
No. 12	30 - 50%
No. 16	20 - 40%
No. 30	20 - 30%
No. 50	10 - 20%
No. 100	2 - 6%
No. 200	60 - 70%

- h. Plant, Equipment, Machines, and Tools.
  - i. The bituminous plant should be capable of producing the quantities of bituminous mixtures required. Hauling, placing and compaction equipment

- should be provided in sufficient numbers that the placement capacity at the site is equal to, or greater than, the planned plant output to the site.
- ii. Paver. All pavements, where applicable, should be placed with a self-propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - iii. Compaction Equipment. Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction while providing a smooth surface free from bumps, marks, and creases.
  - iv. Transportation Equipment. Transportation of the hot mix asphalt to the site from the asphalt plant should be in trucks having tight, clean, smooth beds lightly coated with an approved releasing agent. Each load should be covered with a canvas or other approved material of ample size to protect the mixture from cooling.
  - v. Straightedge. The awarded vendor(s) should furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
- i. Placement and Compaction.
    - i. Hot mix asphalt courses should only be placed on the specified base, free from contamination, and with no free water on the surface.
    - ii. Paving operations should not be scheduled unless there is ample time to place, compact, and finish roll the hot mix asphalt.
    - iii. The range of temperatures for mixtures to be dumped into the paver should be determined by the State Department of Transportation guidelines, and in no case should they be cooler than 225 degrees F.
    - iv. Paving operations should provide a mat that is smooth, dense, and of the proper thickness, slope, and plane.
    - v. The leveling course should be placed such that the longitudinal joints of the leveling course are offset from that of the base course. Transverse joints should be offset a minimum of 24".
    - vi. In placing each succeeding pass after the initial one, the screed of the paver should be set so that it overlaps the preceding pass by 2" and be sufficiently high so that when compacted, a smooth joint is produced. Prior to pinching the joint, the excess material should be pushed onto the edge of the new pass with a lute. Excess material should be removed and wasted.
    - vii. Breakdown rolling should begin as soon after the placement as the mixture will allow without undue displacement. No delays in rolling should be permitted. After breakdown rolling has been completed, preliminary testing of grade, slope, and planarity should be done. Any deficiencies should be immediately corrected in accordance with the "Acceptability of Work." When the paving contractor is assured that all tolerances are being met, finish rolling should begin.
    - viii. Deficient areas within the base course should be corrected by saw cutting or milling high spots and/or by truing and leveling low spots.
    - ix. Deficient areas in the leveling course should be corrected by saw cutting or milling to a depth equal to the thickness of the mat. A tack coat should be applied to all edges and the pavement should be replaced. Skin patching of the leveling course should only be done with materials acceptable to the track surfacing contractor.
  - j. Acceptance of Work.
    - i. Upon completion of the work and/or prior to installing the track surface system, the base, and leveling course should be inspected for:

1. Grade conformance tests should be conducted on both the base course and the leveling course. The entire surface should have positive drainage.
2. Planarity. After completion of the finish rolling operations on each course, the compacted surface should be tested with a 10' straightedge. Measurements should be made perpendicular to and across all mats at a distance not to exceed 25'. The track surfacing contractor and/or participating agency's representative should be present when these measurements are made. The maximum allowable planarity deviation within a pass should be 1/8" in 10' when measured in any direction.

13. Quality Assurance.

- a. The work shall conform to the USTC & ASBA's standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years. The installing foreman must have at least five (5) years' experience installing this type of system.
- b. Guarantee. The awarded vendor is to provide a written guarantee against defective materials or faulty workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear on running tracks and court surfaces for not less than five (5) years after acceptance by the participating agency.
- c. Job Conditions. Surfacing shall not be done within 24 hours of freezing, rain, or gusting winds are forecasted. While surfacing and striping are being done, sprinkler systems must be shut off or controlled so that no water falls on the track or event area surfaces. Other tradesmen, school district personnel, and students must stay off the wet or curing surfaces.
- d. Delaminating Surfaces. Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.
- e. Striping. The Participating agency's personnel will be consulted to determine the levels of competition and the governing organization's standards must be utilized for the placement of the finish line(s), events to be run, location of lane numbers, and any other painted markings. Markings shall conform to NFSHSA, NCAA, or AAU regulations. The paint shall be per surface manufacturer recommendations. The awarded vendor will supply a scaled drawing of all markings. All calculations, measurements, and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field.

14. Post-Tension Concrete Tennis or Basketball Courts

- a. Furnish all required labor, materials, equipment, implements, parts, and supplies necessary for, or appurtenant to, the site preparation, grading, and installation for tennis or basketball courts.
- b. The awarded vendor shall guarantee the work against defective material or faulty workmanship for one (1) year from the date of completion.
- c. The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- d. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the participating agency of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done to provide positive drainage away from the

play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop 1/4" accuracy.

- e. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
- f. Vegetation control or vegetation regrowth prevention - Soil conditions vary from area to area. Where problems exist, it may be necessary to sterilize the soil. The awarded vendor should, during project development or construction, recognize and determine when soil sterilization is necessary and offer methods and options to the participating agency for rectifying problems caused by vegetation.

15. Court paving materials specifications may include:

- i. Post-tensioning and anchorages will conform to the "PTI Guide Specifications for Post-Tensioning Materials". The tensioning strands shall consist of 1/2" diameter, 7-wire, stress-relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi. Strands shall conform to ASTM-416. Cables shall be fabricated to the proper length for each slab, coated with a permanent rust preventative lubricant, and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of 6" exposed strands is permitted at the dead-end anchor.
- ii. The concrete shall have a compressive strength of not less than 3,500 psi after 28 days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete.
- iii. Forms shall be accurately set to the lines and +/- 1/4" of finish grade indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until the concrete has taken the final set.
- iv. Tensioning cables and anchors shall be supported on chains and loosely tied 2" high at all intersections to prevent vertical and horizontal movement during concrete placement. Strands shall be placed with no greater spacing than 2'6" wide on lengths over 100' and 3'4" on lengths under 100'. After forms are removed and the concrete has set to a minimum of 2,000 psi, the tensioning procedure may be applied approximately one week later. Each tendon may initially be tensioned to a maximum of 80% ultimate breaking strength and anchored at a minimum of 70% ultimate breaking strength.

Ultimate Breaking Strength	80%	70%
41,300	33,000	28,900

- v. The cable ends shall be cut off and cone holes grouted flush with the edge of the slab. Grout shall be non-shrink grout.
- vi. Joints. Between each court or at net line ±1', there shall be a keyed construction joint.
- vii. Placing. A full court shall be placed in one continuous operation without intervening joints of any kind. The 4" thick slab will be placed with a 60' mechanical screed capable of providing a surface true to 3/8" at a 1% slope. Note: Finish surface shall not have a water-holding area greater than 1/8" deep. This is to be determined by flooding the court with water, allowing it to drain for one hour on a 70° or warmer day.
- viii. Curing. Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by ponding, or by curing compound (must be compatible with acrylic tennis surfacing material).

16. Court Surfacing Materials.

- a. Playing Lines. Playing lines shall be painted per manufacturer specifications.
- b. The surface will be installed per surface manufacturer specifications.

17. Court Surfacing Surface Preparation.

- a. Prior to the surfacing application, the concrete will be thoroughly cleaned by using a power broom or power washer. Subsequent to the cleaning of the court surface, a prime coat will be broom applied. Pools of the prime coat will be swept out to eliminate black "fatty" spots.
- b. 1/2" Emulsion Lift - The mixture will be agitated in a mixer capable of providing a consistent and homogeneous solution of the binder and aggregates. The mixture will be screed over the entire surface using 1/2" rods; other methods of placing will not be allowed. After the lift has cured (approximately one week), it will be compacted by a vibratory roller or with a static roller weighing 3,000 lbs. The resulting surface shall be free of depressions more than 1/8" deep. Any areas holding more water than 1/8" in depth will be filled with the leveling course.
- c. Leveling Course(s). Once the 1/2" lift has been rolled, the contractor shall flood courts, mark, and fill all water-holding depressions with the leveling course mixture.
- d. Any remaining water-holding depressions greater than 1/8" deep will be marked and filled with the leveling mix, again using a 14' straightedge squeegee. Water holding areas will be determined by flooding the court with water and allowing it to drain for one hour on a 70° or warmer day. The court will be re-flooded and refilled as necessary. Note: Water holding areas can only be removed where positive and adequate slope exists.
- e. Finishing Courses. The awarded vendor shall blend in water-holding patches and surface defects and provide for a wearing base with the finishing courses.
- f. After each finishing application has been cured, and ridges will be removed with scrapers, and the application will be compacted with a minimum 3,000 lb. static roller. One finishing course will be applied and additional applications will be made as necessary to provide a uniform, ridge-free surface.

18. Hot Mix Asphalt Tennis and/or Basketball Courts

- a. The Vendor shall guarantee the work against defective material or faulty workmanship for one (1) year from the date of completion.
- b. The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- c. The following descriptions are given as a general guide and standard of the surfaces being requested. The awarded vendor is encouraged to propose a complete line of tennis/basketball court surfaces that meet or exceed the listed surfaces, the standards and specifications established by the National Federation of State High School Association, American Sports Builders Association, state and local Uniform Building Codes.
- d. Submittals. The Vendor must provide written documentation for:
  - i. Each type of tennis or basketball surface offered.
  - ii. The installation certification by the surface manufacturer to install, maintain, and/or repair the proposed court system.
  - iii. For the court surfaces offered, provide written documentation of its proven record for performance and durability by listing 5 installations that are a minimum of five (5) years old that contain the same court surface materials and use the same method of installation showing locations, installation dates, and owner representatives contact information. Courts listed are to have been provided by the awarded vendor making a response to this solicitation.

19. Hot Mix Asphaltic Base Course and Leveling Course for Tennis and Basketball Courts.

- a. The components and methods utilized to install and complete the base and leveling course must be in accordance with the individual project's design documents. The success of any installation of base or leveling course is dependent upon a properly constructed sub-base and a good drainage system.

- b. The Minimum recommended base course thickness shall be based on the specifications established by the geotechnical engineer.
- c. The Minimum recommended leveling course thickness shall be based on the specifications established by the geotechnical engineer.
- d. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. The site preparation will be done to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
- e. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
- f. Asphalt. The proper type of asphalt used will vary from state to state if using the standard norm of the Department of Transportation (DOT) or State Highway Department standards. The following is a typical mix design for example only:
  - i. Thickness: No less than 1".
  - ii. Liquid Asphalt or Bitumen: 5.5% by weight (+/- 0.5%).
  - iii. Asphalt Penetration or Type: 85 - 100 penetration.
- g. Cure Time. Follow the coating manufacturer's recommendations (typically 14 to 30 days), depending on the time of year and rainfall. Asphalt will cure more slowly in cooler temperatures, i.e. the Spring and Fall.
- h. Aggregate Type. Crushed stone, gravel, shale, limestone, etc. Foreign materials, i.e., pyrite, clay, ferrous compounds, dirt, and organic material are not acceptable.

Aggregate Sieve Analysis	% Passing
1/2"	100%
3/8"	70 - 80%
1/4"	60 - 80%
No. 4	60 - 70%
No. 8	40 - 60%
No. 12	30 - 50%
No. 16	20 - 40%
No. 30	20 - 30%
No. 50	10 - 20%
No. 100	2 - 6%
No. 200	60 - 70%
Washed	0 - 2%

- i. Plant, Equipment, Machines, and Tools.
  - i. Plant, equipment, machines, and tools - The bituminous plant should be capable of producing the quantities of bituminous mixtures required. Hauling, placing and compaction equipment should be provided in sufficient numbers that the placement capacity at the site is equal to, or greater than, the planned plant output to the site.
  - ii. Paver. All pavements, where applicable, should be placed with a self-propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - iii. Compaction Equipment. Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix

- asphalt to the required compaction while providing a smooth surface free from bumps, marks, and creases.
- iv. Transportation Equipment. Transportation of the hot mix asphalt to the site from the asphalt plant should be in trucks having tight, clean, smooth beds lightly coated with an approved releasing agent. Each load should be covered with a canvas or other approved material of ample size to protect the mixture from cooling.
  - v. Straightedge. The awarded vendor should furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
- j. Placement and Compaction.
- i. Hot mix asphalt courses should only be placed on the specified base, free from contamination, and with no free water on the surface.
  - ii. Paving operations should not be scheduled unless there is ample time to place, compact, and finish roll the hot mix asphalt.
  - iii. The range of temperatures for mixtures to be dumped into the paver should be determined by the State Department of Transportation guidelines, and in no case should they be cooler than 225 degrees F.
  - iv. Paving operations should provide a mat that is smooth, dense, and of the proper thickness, slope, and plane.
  - v. The leveling course should be placed such that the longitudinal joints of the leveling course are offset from that of the base course. Transverse joints should be offset a minimum of 24".
  - vi. In placing each succeeding pass after the initial one, the screed of the paver should be set so that it overlaps the preceding pass by 2" and be sufficiently high so that when compacted, a smooth joint is produced. Before pinching the joint, the excess material should be pushed onto the edge of the new pass with a lute. Excess material should be removed and wasted.
  - vii. Breakdown rolling should begin as soon after the placement as the mixture will allow without undue displacement. No delays in rolling should be permitted. After breakdown rolling has been completed, preliminary testing of grade, slope, and planarity should be done. Any deficiencies should be immediately corrected in accordance with the "Acceptability of Work." When the paving Contractor is assured that all tolerances are being met, finish rolling should begin.
  - viii. Deficient areas within the base course should be corrected by saw cutting or milling high spots and/or by truing and leveling low spots.
  - ix. Leveling of the asphalt before installing the final surface is the same as for post-tension concrete surfaces or per the surface manufacturer requirements.
- k. Upon completion of the work and/or prior to installing the surface system, the base and leveling course should be inspected for:
- i. Grade conformance tests should be conducted on both the base course and the leveling course. The entire surface should have positive drainage.
  - ii. Planarity. After completion of the finish rolling operations on each course, the compacted surface should be tested with a 10' straightedge. Measurements should be made perpendicular to and across all mats at a distance not to exceed 25'. The track surfacing contractor and/or participating agency's representative should be present when these measurements are made. The maximum allowable planarity deviation within a pass should be 1/8" in 10' when measured in any direction.
- l. Quality Assurance.
- i. The work shall conform to the USTC & ASBA's standards for court construction. The court surface will be applied by a licensed firm, which has

been installing the material for the past five (5) years. The installing foreman must have at least five (5) years' experience installing this type of system.

- ii. Site preparation may include removing trees, bushes, and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at  $\pm 1'$  in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the participating agency of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
  - iii. Site preparation materials may consist of the existing sub-grade material unless a soil engineer specifies import fill. The fine grade base materials shall be an approved compactable
  - m. The Vendor is to provide a written guarantee against defective materials or faulty workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear of an all-weather tennis/basketball court for not less than five (5) years.
20. Track accessory materials may include, but are not limited to:
- a. Cages for discus, hammer, and shot put.
  - b. Hammer and discus conversion.
  - c. Discus rings.
  - d. Long and triple jump take-off systems.
  - e. Pole vault boxes and pits.
  - f. Long jump sandpits and traps.
  - g. Shot put toe boards.
  - h. Shot put rings.
  - i. Throws circles.
  - j. Running track covers.
  - k. Re-striping existing running tracks.
  - l. Take-off boards.
  - m. Water jump hurdle with sleeves.
  - n. Water jump cover.
  - o. Removable track curbing.
  - p. Sand. All sand for the long/triple jump sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand shall meet all specifications of the IAAF - washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation, the awarded vendor shall provide the participating agency with a one (1) gallon sample for approval.
  - q. Replacement of grass or re-seeding of natural grass as part of the track or court project.
21. Tennis court accessory materials may include, but are not limited to:
- a. Net posts and sleeves equipment.
  - b. Center strap anchor.
  - c. Tennis Nets.
  - d. Wind Screens.
  - e. Backdrop curtains.
  - f. Court dividers.
  - g. Crack repair.

22. Basketball court accessory materials may include, but are not limited to:
  - a. Goalposts.
  - b. Backboards.
  - c. Mesh nets.
  - d. Hoop rings 18”.
  - e. Crack repair.

**Warranty:**

1. All warranties will begin on the date of final acceptance by the participating agency. The minimum warranty for systems offered is five (5) years of non-prorated warranty.
2. All products and services offered must be guaranteed free from defects and faulty workmanship for a minimum period of one (1) year after final acceptance by the participating agency. The Vendor agrees to fix, resolve, and make right any claims at no additional cost to the participating agency during this period.
3. Failure to remedy any failure, defect or damage within a reasonable time after receipt of the notice, the participating agency will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the awarded vendor’s expense in accordance with state laws.
4. The Vendor will pay for any failure to conform or for any defect. The Vendor will fix any damage to the participating agency controlled, a real or personal property when that damage is the result of the Vendor’s failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished or in compliance with federal, state and local laws, codes, regulations, and standards. The Vendor’s warranty concerning work done, repaired, or replaced under these conditions will run for one (1) year from the date of repair, replacement, or completion.

**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 contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
4. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
5. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
  - a. The request will be typed on the Vendor’s letterhead and emailed to CPC;
  - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment;

- d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
6. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

**Ordering Methods:**

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

**Freight and Delivery:**

1. 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 the order.
3. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.
4. Participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. CPC participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Vendors shall demonstrate they have informed the customers of this responsibility prior to order placement. The Vendor will pay return shipping and give full credit on any defective product. All products must be 100% guaranteed.

**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 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. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
  6. 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.
  7. All personnel that is working in participating agencies must be bonded and insured and follow all participating agencies' requirements for contractors and subcontractors.
  8. 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.
  9. Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.
  10. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

**Maintenance Plans:**

1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
2. The Vendor providing maintenance and repair options must provide and state pricing, and terms of the various plans in their submission.

**Advertising and Marketing:**

1. The Vendor will provide sales and marketing representation that can educate, introduce, and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.

3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.



## Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up 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
<b>1. CPC Vendor Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	One Week	CPC & Vendor
<b>2. Vendor/Supplier Login Established – Express (if applicable)</b> Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	Vendor
<b>3. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
<b>4. Web Development/Express Store (if applicable)</b> Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
<b>5. Marketing</b> 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
<b>6. Marketing – Vendor</b> 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
<b>7. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
<b>8. Semi-Annual Evaluation and/or Annual Evaluation</b>	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 (7<sup>th</sup>) 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 #21.14 - Athletic Surfaces: Tracks & Courts

#### **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 athletic surfaces 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 an athletic surface concept. Describe how athletic surface 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 athletic surfaces: tracks and courts 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.  
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Reference #2 – Company Name  
Service/Product Purchased  
Year of Purchase  
Reference Contact  
Phone  
Email

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

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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 Pricing**

### **1 - Pricing Schedule**

*Enter the discounted base pricing being offered by your company to CPC participating agencies from list price.*

### **2 - Labor & Services**

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

### **3 - Volume Pricing**

*Please enter any additional volume discounts that your company is offering.*

# 1 - Pricing Schedule

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all athletic surfaces: tracks and courts, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to CPC members in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. **Respondent must identify how shipping charges are applied if they are not included in the offered base pricing. Please note this is a required form.**

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

**REQUIRED FORM**

**Installation of New Running Track or Court Surface on a Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

6 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat Structural running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Tracks' Full Pour (Impermeable) running track include all material and labor			Sq. Ft.			\$ -
To install a Pre-manufactured Rubber Track include all material and labor			Sq. Ft.			\$ -

8 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat Structural running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Full Pour (Impermeable) running track include all material and labor			Sq. Ft.			\$ -
To install a Pre-manufactured Rubber Track include all material and labor			Sq. Ft.			\$ -

Courts	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Singles Tennis Court include all material and labor			Sq. Ft.			\$ -
To install a Doubles Tennis Court include all material and labor			Sq. Ft.			\$ -
To install a Basketball Court include all material and labor			Sq. Ft.			\$ -

**Installation of a Running Track or Court's Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install an asphalt base for 6 lane running track include all material and labor			Sq. Ft.			\$ -
To install an asphalt base for 8 lane running track include all material and labor			Sq. Ft.			\$ -
To install a concrete base for 6 lane running track include all material and labor			Sq. Ft.			\$ -
To install a concrete base for 8 lane running track include all material and labor			Sq. Ft.			\$ -
To install an asphalt base for tennis or basketball court include all material and labor			Sq. Ft.			\$ -
To install a concrete base for tennis or basketball court include all material and labor			Sq. Ft.			\$ -
To install a post-tension concrete base for tennis or basketball court include all material and labor			Sq. Ft.			\$ -
Preparation, cleaning of existing stable asphalt/concrete base, prior to installation of track or court surfacing			Sq. Ft.			\$ -
Patching existing stable asphalt/concrete base, prior to installation of track or court surfacing			Sq. Ft.			\$ -

**Running Track and Event Striping - Add more lines as needed for product and services not specified**

Acrylic Paint Striping for All Weather Latex Running Tracks	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
New striping of 1 lane			Lane			\$ -
New striping of 2 lane			2 Lanes			\$ -
New striping of 3 Lanes			3 Lanes			\$ -
New striping of 4 Lanes			4 Lanes			\$ -
New striping of 5 Lanes			5 Lanes			\$ -
New striping of 6 Lanes			6 Lanes			\$ -
New striping of 7 Lanes			7 Lanes			\$ -
New striping of 8 Lanes			8 Lanes			\$ -
New striping of additional lane			Lane			\$ -

Acrylic Paint Striping adder for Polyurethane, Polyurethane Sandwich, Polyurethane Structural, Polyurethane Full Pour Pre-Manufactured Rubber Track			Track			\$ -
<b>Acrylic Paint Restriping for All Weather Latex Running Tracks</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
Restriping of 1 lane			Lane			\$ -
Restriping of 2 Lanes			2 Lanes			\$ -
Restriping of 3 Lanes			3 Lanes			\$ -
Restriping of 4 Lanes			4 Lanes			\$ -
Restriping of 5 Lanes			5 Lanes			\$ -
Restriping of 6 Lanes			6 Lanes			\$ -
Restriping of 7 Lanes			7 Lanes			\$ -
Restriping of 8 Lanes			8 Lanes			\$ -
Restriping of Additional Lane						\$ -
Acrylic Paint Restriping adder for Polyurethane, Polyurethane Sandwich, Polyurethane Structural, Polyurethane Full Pour Pre-Manufactured Rubber Track			Track			\$ -
<b>Paint Play Lines for Tennis or Basketball Courts - Add more lines as needed for product and services not specified.</b>						
<b>Description</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
Singles Tennis Court			Court			\$ -
Doubles Tennis Court			Court			\$ -
Basketball Court			Court			\$ -
Volleyball Court						\$ -
Restriping Singles Tennis Court			Court			\$ -
Restriping Doubles Tennis Court			Court			\$ -
Restriping Basketball Court			Court			\$ -
Restriping Volleyball Court			Court			\$ -
						\$ -
						\$ -
<b>Site Work - Add lines for product and services offered.</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Warranty - Add lines for warranty and maintenance agreements offered.</b>						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Surfacing Materials</b>						
<b>Running Track/Tennis - Add more lines as needed for product and services not specified.</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
SBR Latex Binder			Cost Per Gallon			\$ -
Latex Primer			Cost Per Gallon			\$ -
Acrylic Top Coat			Cost Per Gallon			\$ -
SBR Rubber Granules - Black 1-4 mm			Cost Per Lbs			\$ -
SBR Rubber Granules - Colored 1-4 mm			Cost Per Lbs			\$ -
EPDM Rubber Granules - Black 1-4 mm			Cost Per Lbs			\$ -
EPDM Rubber Granules - Colored 1-4 mm			Cost Per Lbs			\$ -
Polyurethane - Binder			Cost Per Gallon			\$ -
Polyurethane - Primer			Cost Per Gallon			\$ -
Aliphatic Binder or Top Coat			Cost Per Gallon			\$ -
Polyurethane - Top Coat			Cost Per Gallon			\$ -
Prefabricated Rubber Mat			Cost Per Sq. Ft.			\$ -
Prefabricated Vulcanized Rubber Mat			Cost Per Sq. Ft.			\$ -
Prefabricated Rubber Mat Adhesive			Cost Per Gallon			\$ -
Latex Track patching kit			Cost per Kit			\$ -
Polyurethane Track patching kit			Cost per Kit			\$ -
						\$ -
						\$ -
<b>Items as a percentage off Manufacturer, Distributor, Supplier, or Contractor price list. Need to provide a copy of the price sheets that the discount will be based upon. Add more lines as needed for product and services not specified.</b>						
<b>Product Description</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
Pole Vault Pit			Percentage Discount			\$ -
Take-Off Boards			Percentage Discount			\$ -
Shot Put Toe Boards			Percentage Discount			\$ -
Shot Put Rings			Percentage Discount			\$ -
Discus Rings			Percentage Discount			\$ -
Combination Hammer/Discus Cage and cage must meet IAAF rules			Percentage Discount			\$ -
Hammer/Discus Conversion Ring			Percentage Discount			\$ -
Water Jump Hurdle with sleeves			Percentage Discount			\$ -
Water Jump Cover			Percentage Discount			\$ -
Long Jump Sandpits and Traps.			Percentage Discount			\$ -
Sand for Sand Pits and Traps			Percentage Discount			\$ -
Tennis Net Posts and Sleeves Equipment			Percentage Discount			\$ -
Tennis Center Strap Anchor			Percentage Discount			\$ -

Tennis Nets			Percentage Discount			\$ -
Tennis Wind Screens			Percentage Discount			\$ -
Tennis Backdrop Curtains			Percentage Discount			\$ -
Tennis Court Dividers			Percentage Discount			\$ -
Basketball Goal Post			Percentage Discount			\$ -
Basketball Backboards			Percentage Discount			\$ -
Basketball Mesh nets			Percentage Discount			\$ -
Basketball Hoop rings 18"			Percentage Discount			\$ -
						\$ -
						\$ -
<b>Track Resurfacing</b>						
<b>6 Lane Track</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
To resurface a Latex running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Structural running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Sandwich running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Full Pour (Impermeable) running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Pre-manufactured Rubber Tracks include all material and labor			Cost Sq. Ft.			\$ -
<b>8 Lane Track</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
To resurface a Latex running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Structural running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Base Mat Sandwich running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Polyurethane Tracks Full Pour (Impermeable) running track include all material and labor			Cost Sq. Ft.			\$ -
To resurface a Pre-manufactured Rubber Tracks include all material and labor			Cost Sq. Ft.			\$ -
<b>Miscellaneous Materials - Add more lines as needed for product and services not specified.</b>						
<b>Product Description</b>	<b>Manufacturer</b>	<b>Manufacturer Number</b>	<b>Unit of Measure</b>	<b>Catalog/List/Retail Price</b>	<b>Percent Discount</b>	<b>Net Price To Member</b>
Clean sand for sand pits			Cost Per Yard			\$ -
Silica sand (30, 60 or 70 mesh)			Cost Per Lbs			\$ -
Portland cement (90 lb. bag)			Cost Per Bag			\$ -
Latex crack filler			Cost Per Gallon			\$ -
Urethane caulking (tube)			Cost Per Tube			\$ -
Latex binder (various colors)			Cost Per Gallon			\$ -
White Line Paint			Cost Per Gallon			\$ -
Concrete Sealer			Cost Per Gallon			\$ -
Clear Top Coat			Cost Per Gallon			\$ -
Concrete Resin Compound			Cost Per Gallon			\$ -
						\$ -
						\$ -
<b>Drainage - Add more lines as needed for product and services not specified.</b>						
Track drainage			Cost per Linear Ft			\$ -
Court Drainage			Cost per Linear Ft			\$ -
						\$ -
						\$ -
<b>Curbing - Add more lines as needed for product and services not specified.</b>						
Removable Track Curbing			Cost per Linear Ft			\$ -
Concrete Curbing			Cost per Linear Ft			\$ -
Asphalt Curbing			Cost per Linear Ft			\$ -
						\$ -
						\$ -
<b>Track Certifications - Add more lines as needed for product and services not specified.</b>						
Class 5 ASBA Certifications			Per Track			\$ -
Class 4 ASBA Certification			Per Track			\$ -
Class 3 ASBA Certification			Per Track			\$ -
						\$ -
						\$ -
<b>Miscellaneous Items - Add more lines as needed for product and services not specified.</b>						
Plant New Grass or Sod			Cost Per Sq. Ft.			\$ -
Re-seed Grass			Cost Per Sq. Ft.			\$ -
						\$ -
						\$ -
						\$ -







## Vendor Forms & Signatures

### RFP #21.14 - Athletic Surfaces: Tracks & Courts

#### **Instructions**

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

To submit the required forms, follow these steps:

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

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

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

# Addendum Acknowledgement

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

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

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

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

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

---

*Authorized Signature*

---

*Date*

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

---

*Authorized Signature*

---

*Date*

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

## Contract Offer & Award

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

**Part I: Vendor**

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

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

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 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.**

<b>Vendor Certification (By Item)</b>	<b>Vendor Certification: YES, I agree or NO, I do NOT agree</b>	<b>Initial</b>
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](http://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. <b>*Signatures Required</b>
	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"> <li>Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).</li> </ul>	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.

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**Authorized Signature**

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Printed Name/Title

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Date

# RFP #21.14 - Sports Surfaces: Tracks & Courts

Tuesday, July 21, 2020 12:46 PM

## Attendees:

1. Jordan Fisher, Fisher Tracks
2. Justin Reinke, Benyon Sports

## Non-Required Conference Call

Tuesday, January 19, 2021

11:00 a.m. CT

## Housekeeping:

- Mute lines, enter name/company into chat box
- Background, Scope, Questions

## Introduction:

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.

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.

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.

## Scope of Work:

CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks and athletic courts, at consortium level discounted pricing. The Vendor must possess the ability to purchase equipment, materials and supplies necessary to design, install, conduct site preparation, conduct material testing, maintenance, renovation, and repair or running tracks and athletic courts of all sizes and shapes. 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. Turnkey athletic surfaces, supplies, materials and services may include, but not limited to the following categories:

1. Various types of surfaces for running tracks and athletic courts.
2. In-ground equipment and accessories.
3. Irrigation and drainage systems.
4. Construction.
5. Design and engineering services.
6. Installation and site preparation services.
7. Soil and material testing.
8. Surface testing.
9. Warranty.
10. Maintenance.

## RFP Timeline:

Date/Time	Event
January 4, 2021	Publication of RFP #21.12 - Carpet & Resilient Flooring
January 19, 2021 at 9:00 a.m. CT	Non-Required Conference Call
<b>January 22, 2021, at 10:00 a.m. CT</b>	<b>Deadline for Vendors to Submit Questions</b>
<b>February 2, 2021, at 10:00 a.m. CT</b>	<b>Deadline for Submission</b>
March 5, 2021	Contact Vendor/Award(s) Made
April 1, 2021	Initial Start of Contract Term

## Questions Asked:

1. No questions asked.

## Questions for Bid RFP #21.14 - Athletic Surfaces: Tracks & Courts

### Question #1

We would like to submit a bid for this RFP and I was wondering if we can bid just the surface or does it have to be turn key as in the complete building of the track such as asphalt and drainage for example?

Jan 20, 2021 3:30:16 PM CST  
By: Dynamic sports Construction, Inc. - dynamicsports

#### Answers

Based on scope and potential services needed of participating agencies, CPC is seeking a Vendor who can provide a turnkey solution. The Vendor does not need to possess drainage and asphalt capabilities, but can provide subcontract work through other vendors for those services. Subcontractors need to be defined in a Vendor's response.

Jan 21, 2021 10:30:12 AM CST  
By: Itruax

Answer

Archive

Reject

Ask a Question

View Bid

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - RFP #21.14 - Athletic Surfaces: Tracks & Courts Closed Notification  
**Date:** Tuesday, February 2, 2021 10:00:05 AM

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Lisa M Truax:

The bid RFP #21.14 - Athletic Surfaces: Tracks & Courts has closed on Feb 2, 2021 9:00:00 AM MST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=136851>

Thank you for using Public Purchase.

MK= KcahvYMyPo8gGNiIao8koQ==

## Notifications Report

Agency Cooperative Purchasing Connection  
 Bid Number 136851  
 Bid Title Athletic Surfaces: Tracks & Courts

Vendor Name	State	Invitation	Date	Email	Reason
2nd Wind Exercise Equipment Inc	MN	Classification	2021-01-04 08:25:44	tmaynard@2ndwindexercise.com	Bid Notification
2nd Wind Exercise Equipment Inc	MN	Classification	2021-01-21 09:30:13	tmaynard@2ndwindexercise.com	Bid Answer
Acoustical Surfaces Inc	MN	Classification	2021-01-04 08:25:44	garrett@acousticalsurfaces.com	Bid Notification
Act Global	TX	Classification	2021-01-04 08:25:44	cvaage@actglobal.com	Bid Notification
ALUMINUM ATHLETIC EQUIPMENT CO.	PA	Classification	2021-01-04 08:25:44	TOMS@AAESPORTS.COM	Bid Notification
American Pavement Solutions	WI	Classification	2021-01-04 08:25:44	rburkel@ameripavement.com	Bid Notification
Athletic Surface Construction LLC	MN	Classification	2021-01-04 08:25:44	athleticsurfaceconstruction@yahoo.com	Bid Notification
Beynon Sports Surfaces, Inc.	MD	Self Invited	2021-01-21 09:30:13	lsmith@beynonsports.com	Bid Answer
BidClerk	IL	Self Invited	2021-01-21 09:30:13	content@constructconnect.com	Bid Answer
Bill Fritz Sports Corporation	NC	Classification	2021-01-04 08:25:44	bfritz@billfritzsports.com	Bid Notification
Clarke Distributing Company	TX	Classification	2021-01-04 08:25:44	don@clarke-distributing.com	Bid Notification
Construction Industry Center	SD	Self Invited	2021-01-21 09:30:13	julie@constructionindustrycenter.com	Bid Answer
Construction Journal	FL	Self Invited	2021-01-21 09:30:13	bids@constructionjournal.com	Bid Answer
Controlled Products	GA	Classification	2021-01-04 08:25:44	dennis@cpturf.com	Bid Notification
Controlled Products	GA	Classification	2021-01-21 09:30:13	dennis@cpturf.com	Bid Answer
DeCook Excavating Inc	MN	Classification	2021-01-04 08:25:44	corey@decokexcavating.com	Bid Notification
DeCook Excavating Inc	MN	Classification	2021-01-21 09:30:13	corey@decokexcavating.com	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2021-01-21 09:30:13	dodge.bidding@construction.com	Bid Answer
Dodge Data & Analytics	TX	Self Invited	2021-01-21 09:30:13	dodge.docs@construction.com	Bid Answer
Dynamic sports Construction, Inc.	TX	Classification	2021-01-04 08:25:44	melissa@dynamicssportsconstruction.com	Bid Notification
Dynamic Sports Construction, Inc.	TX	Classification	2021-01-04 08:25:44	janisv@dynamicssportsconstruction.com	Bid Notification
Dynamic sports Construction, Inc.	TX	Classification	2021-01-21 09:30:12	melissa@dynamicssportsconstruction.com	Bid Answer
Find Import Corporation	MA	Classification	2021-01-04 08:25:44	vendor@opentip.com	Bid Notification
Fisher Tracks, Inc	IA	Classification	2021-01-21 09:30:13	jfisher@fishertracks.com	Bid Answer
Fisher Tracks, Inc	IA	Classification	2021-01-29 14:11:02	jfisher@fishertracks.com	Bid Notification
Fisher Tracks, Inc.	IA	Classification	2021-01-04 08:25:44	dolofson@fishertracks.com	Bid Notification
Fisher Tracks, Inc.	IA	Classification	2021-01-21 09:30:13	dolofson@fishertracks.com	Bid Answer
Flaghouse	NJ	Classification	2021-01-04 08:25:44	john.holt@flaghouse.com	Bid Notification
FLR Sanders, Inc.	MN	Classification	2021-01-04 08:25:44	lhollister@flrsanders.com	Bid Notification
FLR Sanders, Inc.	MN	Classification	2021-01-04 08:25:44	servine@flrsanders.com	Bid Notification
Game Time Sports Systems, LLC	IL	Classification	2021-01-04 08:25:44	d.stern@gametimesportssystems.com	Bid Notification
Gerrells Sports Center	ND	Classification	2021-01-04 08:25:44	gerrells@gerrells.net	Bid Notification
Haldeman Homme	MN	Classification	2021-01-04 08:25:44	srivard@andersonladd.com	Bid Notification
Haldeman Homme	MN	Classification	2021-01-04 08:25:44	pfedje@andersonladd.com	Bid Notification
JWood Sports Flooring	WI	Classification	2021-01-04 08:25:44	cajjwood@gmail.com	Bid Notification
Loeffler Construction & Consulting	MN	Classification	2021-01-04 08:25:44	shudoba@loefflerconstruction.com	Bid Notification
Mtt Co.	IA	Classification	2021-01-04 08:25:44	paul@midwesttennisandtrack.com	Bid Notification
Mtt Co.	IA	Classification	2021-01-21 09:30:13	paul@midwesttennisandtrack.com	Bid Answer
Nasco	WI	Classification	2021-01-04 08:25:44	quotes@enasco.com	Bid Notification
North America Procurement Council	CO	Self Invited	2021-01-21 09:30:13	sourcemanagement@napc.me	Bid Answer
Onvia	WA	Self Invited	2021-01-21 09:30:13	sourcemanagement2@onvia.com	Bid Answer
Practice Sports, Inc.	NE	Classification	2021-01-04 08:25:44	chad@practicesports.com	Bid Notification
Prairie Band Construction	KS	Classification	2021-01-04 08:25:44	josh.shinneman@pbconst.com	Bid Notification
Professional Track and Tennis Inc	NE	Self Invited	2021-01-21 09:30:13	dillon@protrackandtennis.com	Bid Answer
Promaxima Mfg. Ltd.	TX	Classification	2021-01-04 08:25:44	order@promaxima.com	Bid Notification
Pullman Power LLC	MO	Classification	2021-01-04 08:25:44	mwieberg@pullman-services.com	Bid Notification
PUSH PEDAL PULL	SD	Classification	2021-01-04 08:25:44	tpedersen@pushpedalpully.com	Bid Notification
Pyramid Paper Company	FL	Classification	2021-01-04 08:25:44	biddept@pyramidsp.com	Bid Notification
Rocking-O Buildings & Livestock Equipment	IA	Classification	2021-01-04 08:25:44	rocking-o@outlook.com	Bid Notification
Rocky Mountain Recreation LLC	ID	Classification	2021-01-04 08:25:44	rockymountainrecreationllc@gmail.com	Bid Notification

Royal Media Network	MD	Classification	2021-01-04 08:25:44	jojo@royalimaging solutions.com,eddie@royalimaging solutions.com,kristofferson@royalimaging solutions.com,Evado@royalimaging solutions.com, john.rick@royalimaging solutions.com,renz@royalimaging solutions.com,arish@royalimaging solutions.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2021-01-21 09:30:13	jpdas@eii-usa.com	Bid Answer
SmartProcure	FL	Self Invited	2021-01-21 09:30:13	rbjornsson@smartprocure.us	Bid Answer
Southern Minnesota Inspection Co	MN	Classification	2021-01-04 08:25:44	cplonske@southernminnesotainspection.com	Bid Notification
SwedeBro, Inc.	MN	Classification	2021-01-04 08:25:44	chanson@swedebro.com	Bid Notification
The J Paul Company	TX	Classification	2021-01-04 08:25:44	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN	Classification	2021-01-04 08:25:44	bids@gophersport.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2021-01-04 08:25:44	mike.sigman@westplainsengineering.com	Bid Notification

## Access Report

Agency Cooperative Purchasing Connection  
 Bid Number 21.14  
 Bid Title Athletic Surfaces: Tracks & Courts

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2021-01-04 11:56 PM CST	2021-01-11 03:18 AM CST	RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
ConstructConnect	2021-01-21 11:37 PM CST	2021-01-21 11:37 PM CST		
Beynon Sports Surfaces, Inc.	2021-01-06 07:16 AM CST	2021-01-06 07:40 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
DeCook Excavating Inc	2021-01-04 09:54 AM CST	2021-01-04 09:56 AM CST	RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Construction Journal	2021-01-05 01:44 AM CST	2021-01-11 05:48 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.pdf RFP #21.14 - Vendor Questionnaire.pdf RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Hellas Construction, Inc.	2021-01-25 08:09 AM CST	2021-01-26 03:26 PM CST	RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
North America Procurement Council	2021-01-06 02:53 AM CST	2021-01-21 10:57 PM CST	RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
AstroTurf Corporation	2021-01-08 10:04 AM CST	2021-01-08 10:04 AM CST		
Controlled Products	2021-01-04 10:11 AM CST	2021-01-04 01:04 PM CST	RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Fisher Tracks, Inc	2021-01-05 02:30 PM CST	2021-02-02 08:18 AM CST	RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf	2021-02-02 08:14 AM CST
Dodge Data & Analytics	2021-01-04 10:29 PM CST	2021-01-21 12:53 PM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.pdf RFP #21.14 - Vendor Questionnaire.pdf RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Professional Track and Tennis Inc	2021-01-06 08:53 AM CST	2021-01-21 11:47 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - Pricing Schedule.xlsx	
L&L Supplies	2021-01-25 02:42 PM CST	2021-01-25 02:42 PM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
BidClerk	2021-01-05 09:57 AM CST	2021-02-02 11:49 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.pdf RFP #21.14 - Vendor Questionnaire.pdf RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Onvia	2021-01-04 02:10 PM CST	2021-02-01 02:05 PM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.pdf RFP #21.14 - Vendor Questionnaire.pdf RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Construction Industry Center	2021-01-11 03:37 PM CST	2021-01-27 12:27 PM CST	RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
2nd Wind Exercise Equipment Inc	2021-01-04 09:33 AM CST	2021-01-04 09:33 AM CST	RFP #21.14 - Pricing Schedule.xlsx	

Dodge Data & Analytics	2021-01-04 08:37 PM CST	2021-02-01 11:31 PM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.pdf RFP #21.14 - Vendor Questionnaire.pdf RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
SmartProcure	2021-01-05 03:40 AM CST	2021-01-05 03:41 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Civil Scope	2021-01-05 09:16 AM CST	2021-01-05 09:16 AM CST		
Fisher Tracks, Inc.	2021-01-04 02:55 PM CST	2021-01-12 02:12 PM CST	RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Beynon Sports Surfaces, Inc.	2021-01-27 01:21 PM CST	2021-02-02 08:28 AM CST		2021-02-02 08:27 AM CST
Facility Engineering Associates, PC	2021-01-18 01:48 PM CST	2021-01-18 01:48 PM CST		
Mtt Co.	2021-01-04 10:40 AM CST	2021-01-04 10:47 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Vendor Questionnaire.docx RFP #21.14 - General Terms and Conditions.pdf RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	
Dynamic sports Construction, Inc.	2021-01-04 10:00 AM CST	2021-01-21 11:06 AM CST	RFP #21.14 - Vendor Forms & Signatures.pdf RFP #21.14 - Pricing Schedule.xlsx RFP #21.14 - Athletic Surfaces Tracks and Courts.pdf	

# Opening Record

**21.14 - Athletic Surfaces: Tracks & Courts**

**February 2, 2021**

**10:50 a.m. CT**

*Request for Proposal*

*Date*

*Time*

DocuSigned by:  
**Lisa Truax**  
9AB8C86EB0B9422...

DocuSigned by:  
**Lori Mittelstadt**  
DD897E944F8243D...

*Lisa Truax, Procurement Solutions Coordinator*

*Lori Mittelstadt, CPC Assistant*

Company Responding	Beynon Sports Surfaces	Fisher Tracks
<b>Copy of Bid Bond - \$5,000</b> <i>Yes/No</i>	Yes	Yes
<b>Certificate of Insurance</b> <i>Yes/No</i>	Yes	Yes
<b>Pricing Schedule</b> <i>Yes/No</i>	Yes	Yes
<b>Vendor Questionnaire</b> <i>Yes/No</i>	Yes	Yes
<b>Vendor Forms &amp; Signatures</b> <i>Yes/No</i>	Yes	Yes
<b>Exhibit A</b> <i>Yes/No</i>	Yes	Yes
<b>Exhibit B</b> <i>Yes/No</i>	Yes	Yes
<b>Exhibit C</b> <i>Yes/No</i>	Yes	Yes
<b>Exhibit D</b> <i>Yes/No</i>	Yes	N/A
<b>Business Type Certificate</b> <i>If applicable, submit as PDF</i>	N/A	N/A
<b>Catalogs</b> <i>*PDF format, must include price list</i>	N/A	N/A
<b>Other</b>	N/A	Additional Information
<b>Qualified Respondent</b> <i>Yes/No</i>	Yes	Yes



**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.14 - Athletic Surfaces:  
Tracks & Courts  
Vendor: Beynon Sports Surfaces, Inc.

**General Comments:**

- General Attachments:** Brochure - Corporate - Beynon Sports.pdf  
Cooperative Purchasing Certificate of Insurance.pdf  
Cooperative Purchasing Certificate of Insurance.pdf  
CPC Bid Bond.pdf  
CPC Bid Bond.pdf  
Exhibit A - CPC Marketing Strategy.pdf  
Exhibit B - Financial Stability Letter.pdf  
Exhibit C - State Contractors Licenses.pdf  
Exhibit D - Dealer Letter.pdf  
RFP 21.14 - Pricing Schedule.xlsx  
Vendor Forms - Signatures.pdf  
Vendor Questionnaire - Beynon Sports.pdf

Full pricing schedule and line of credit (confidential) on file with CPC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com		<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Beynon Sports Surfaces, Inc. 16 Alt Road Hunt Valley, MD 21030	<b>INSURER A:</b> XL Insurance America Inc		<b>NAIC #</b> 24554
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame		25674
	<b>INSURER C:</b> Travelers Indemnity Company of America		25666
	<b>INSURER D:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER: W20001249

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00010327LI20A	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-823K312A-TIL-20	09/28/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8P793534-20-51-K	09/28/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> <b>Workers Compensation &amp; Employer's Liability</b> <input type="checkbox"/> Work Comp - Per Statute			UB-8P760619-20-51-R	09/28/2020	05/01/2021	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000 E.L. Disease-Each Emp \$1,000,000

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

#### WC Policies:

Policy # UB-8P793534-20-51-K- covers all other states.

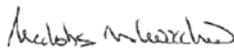
Policy # UB-8P760619-20-51-R- covers AZ, MA, OR, WI only.

Re: COI to accompany submission of bid CPC Cooperative Purchasing.

Cooperative program period: 04/01/21-04/01/23

### CERTIFICATE HOLDER

### CANCELLATION

CPC Attn: Cooperative Purchasing 1001 E Mount Faith Avenue Fergus Falls, MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**ENDORSEMENT**

This endorsement, effective 12:01 a.m., May 01, 2020 forms a part of Policy No. US00010327LI20A issued to Tarkett Enterprises, Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As required by a written contract or written agreement. All certificate holders on file with the Insured.		30 All other 10 for nonpayment

All other terms and conditions of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:** Number of Days Notice of Cancellation: 30

### **PERSON OR ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

### **ADDRESS:**

The address for that person or organization included in such written request from you to us.

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: (UB-8P793534-20-51-K)

## NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX-CONDITIONS:

### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below, If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

### SCHEDULE

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice</b>
<p>NAME: ANY PERSON ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</p> <p>1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND</p> <p>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.</p> <p>ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.</p>	30



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: (UB-8P793534-20-51-K

Name and Address of Designated Persons or Organizations:

Number of  
Days Notice



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: (UB-8P793534-20-51K)

Name and Address of Designated Persons or Organizations: Number of  
Days Notice

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	Policy No.	Endorsement No.
09/28/20		Premium\$
Insured		

Insurance Company Countersigned by \_\_\_\_\_

DATE OF ISSUE: 09-28-20 STASSIGN:



Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650  
O +908.903.3485  
F +908.903.3656

**Federal Insurance Company**

## **AIA Document A310™ - 2010 Bid Bond**

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

### **CONTRACTOR**

*(Name, legal status and address):*  
Beynon Sports Surfaces, Inc.  
16 Alt Road  
Hunt Valley, MD 21030

### **OWNER**

*(Name, legal status and address):*  
Cooperative Purchasing  
1001 E. Mount Faith Ave.  
Fergus Falls, MN 56537

**BOND AMOUNT \$5,000**

Five Thousand Dollars and 00/100

### **SURETY**

*(Name, legal status and principal place of business):*  
**Federal Insurance Company**  
**202B Halls Mill Rd., PO Box 1650**  
**Whitehouse Station, NJ 08889-1650**

### **PROJECT**

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

RFP #21.14 - Athletic Surfaces: Tracks & Courts

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.

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Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A310™ - 2010.

Form 15-02-0575-FED (Rev. 3/17)

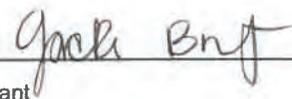
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement 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.

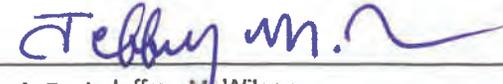
Signed and sealed this 28th day of January, 2021

  
\_\_\_\_\_  
(Witness) Justin Reinke

Beynon Sports Surfaces, Inc.  
By:   
\_\_\_\_\_  
(Principal)  
COO  
\_\_\_\_\_  
(Title)



  
\_\_\_\_\_  
(Witness) Jacki Bryant

Federal Insurance Company  
By:   
\_\_\_\_\_  
(Attorney-in-Fact) Jeffrey M. Wilson

(Corporate Seal)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 28, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

## Vendor Questionnaire

### RFP #21.14 - Athletic Surfaces: Tracks & Courts

#### **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:** Beynon Sports Surfaces, Inc.

**Company Address:** 16 Alt Road

**City, State, Zip code:** Hunt Valley, MD, 21030

**Website:** BeynonSports.com

**Phone:** 410-771-9473

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

	Name	Email	Phone
<b>General Manager</b>	Rick Ediger	<a href="mailto:rediger@beynonSports.com">rediger@beynonSports.com</a>	512-778-6170
<b>Contract Manager</b>	Terry Caruccio	<a href="mailto:tcaruccio@beynonSports.com">tcaruccio@beynonSports.com</a>	410-771-9473
<b>Sales Manager</b>	Everett Bratsch	<a href="mailto:EBratsch@beynonSports.com">EBratsch@beynonSports.com</a>	612-900-5130
<b>Marketing Manager</b>	Iannick DiSanza	<a href="mailto:idisanza@beynonSports.com">idisanza@beynonSports.com</a>	514-375-2646
<b>Customer Service Manager</b>	Greg Arnold	<a href="mailto:GArnold@beynonSports.com">GArnold@beynonSports.com</a>	512-778-6170
<b>Account Manager(s)</b>	Everett Bratsch	<a href="mailto:EBratsch@beynonSports.com">EBratsch@beynonSports.com</a>	612-900-5130

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Travis Hamberger	<a href="mailto:thamberger@beynonSports.com">thamberger@beynonSports.com</a>	410-771-9473

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

Name	Email	Phone
Terry Caruccio	<a href="mailto:tcaruccio@beynonSports.com">tcaruccio@beynonSports.com</a>	410-771-9473

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

Name	Email	Phone
Terry Caruccio	<a href="mailto:tcaruccio@beynonSports.com">tcaruccio@beynonSports.com</a>	410-771-9473

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.).

In 2001, Mr. Beynon founded Beynon Sports Surfaces, Inc. to provide state of the art polyurethane surfacing systems to the athletic surfacing industry. Mr. Beynon organized the company with the most experienced individuals in the polyurethane athletic surfacing industry from installation, to research and development. This team of professionals has emerged as the leading provider of premier polyurethane athletic surfacing for the outdoor/indoor running tracks, fieldhouses, and Olympic Caliber running tracks in the U.S. today.

In the spring of 2008, Beynon Sports Surfaces joined the FieldTurf Tarkett family, combining the most recognized and prestigious name in the artificial turf market with the celebrated Beynon Sports Surfaces' branded track and field, fieldhouse, and gymnasium surfacing systems.

The Beynon Sports Surfaces' track and field systems can be found in the world's most renowned athletic arenas such as the University of Oregon, Hayward Field, site of the 2008, 2012, and 2016 Olympic Trials and a Class I IAAF Facility. Other notable arenas include (but are not limited to): Auburn University (Class I IAAF), the University of North Carolina, Duke University, North Carolina State University, University of Michigan, Wake Forest University, the University of Maryland, the United States Coast Guard Academy, the University of Wisconsin, and the University of Minnesota.

The result is a global firm with unmatched financial strength and a dedication to innovation, customer service, and excellence.

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

Beynon Sports is the industry leader in track surfacing; we strive to provide customers with quality, long lasting surfaces, at competitive pricing. Our vertically integrated approach through manufacturing and installation, is unique to the industry and provides us with total control of our surfaces. Our customer service is second to none and is the focus of our business model. Our team of experienced sales professionals use their product knowledge and expertise to educate the market on the ease of using our extensive list of Cooperative Purchasing networks, to get the product you want, at competitive pricing.

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

Beynon is headquartered in Hunt Valley, Maryland just outside of Baltimore. At this location we manufacture all of our own polyurethane products that are used for our surfaces. Our headquarters holds approximately 35 employees that work throughout all aspects of the company, from COO to contracts to manufacturing.

Our Austin, TX office is the home of our Operations Team. Our crews are mobilized from there, to complete all of our installations east of the Rockies. The operations office houses five team members who work to coordinate installations and crews; this office also manages approximately 180 field employees throughout the country.

We also have offices in the following locations that provide services west of the Rockies, and in support of our Headquarters:

- Tualatin, OR
- Fresno, CA
- Denver, CO
- Salt Lake City, UT

### 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.

Beynon Sports has completed over 2,500 track and field installations since its inception in 2001. With our vertical integration approach, we control our projects from start to finish. Each step of the project is communicated through all aspects of the business to make certain we can complete the project on time and within budget. We manufacture all of our own polyurethane products on a per job basis, in our ISO 9001 certified facility in Hunt Valley, MD. Each installation crew is manufacturer trained to install all of our products to the highest quality.

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

Beynon Sports typically provides surfacing to an average of five organizations each year in the Tri-state area.

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

Beynon Sports has an estimated 70% customer retention rate; our customers have expressed that they enjoy working with our team, while coaches and athletes rave about our products. We take a customer-first approach and view each project as a partnership. We have many customers that have been working with us since our inception, to build and maintain their facilities to this day.

**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, Beynon Sports can provide services to the entire Tri-state area.

**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?**

Beynon products are available through our parent company Fieldturf, which holds a large number of Cooperative purchasing network contracts. Please see below:

- AEPA
- KPN
- NCPA
- Sourcewell
- OMNIA Partners
- E&I
- TIPS
- Choice Partners
- NJPA

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

- COSTARS
- BuyBoard
- CMAS
- GSA
- ESCNJ
- Greenbush
- Utah Public Procurement

**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).**

Beynon Sports would not exempt any agency from using the pricing submitted in this proposal.

## **Marketing & Partnership** *(30 points)*

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

Beynon Sports' Regional Sales Team markets our products and services through many different avenues, we utilize: mass mailings; cold calling; lunch & learns; sponsorships to drive business in the region. However, our greatest marketing and sales tool is face to face interaction and maintaining long term connections, which have been established over many years with coaches, athletic directors, and school officials. All of these tools have helped us become the industry leader in sports surfacing.

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

The Beynon Sports sales campaign, focusing on the use of cooperative purchasing, has shown to be extremely successful for our company. Our surfaces are unmatched in the industry and providing a way for customers to buy direct without going through the public bid process has been ideal.

We find our attendance at local and national conferences for athletic directors and coaches help to promote our products. When customers see our extensive resume, product options, and knowledgeable sales staff they understand the quality and partnership they will be getting.

Sponsorships of local and national Track & Field meets on our surfaces have helped to drive business as well. When coaches know the surface is a Beynon and see their athletes running faster times, and records being broken, they realize the quality and difference an exceptional surface makes.

**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.**

Beynon Sports Surfaces will reach out to members quarterly via printed literature and electronic mail, highlighting the value and advantages of CPC. Additionally, our sales staff will consistently engage members in their specific territory setting up “lunch and learn” seminars, where members can be made aware of the benefits of doing business through the CPC. State or regional seminars and CPC conferences would be attended by our sales staff to educate members on athletic surfacing and the advantages of purchasing through the CPC versus public bidding.

As part of our commitment to the CPC, Beynon Sports Surfaces has a dedicated area of our website for Cooperative Purchasing... we will use this as a platform to highlight and promote the CPC concept to our customers.

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

Beynon Sports Surfaces will actively promote the CPC as an opportunity for our customers to streamline the purchase of premier track and field surfacing systems, by eliminating the complications and fees of the traditional public bidding process. Our Team will also promote our wealth of experience and ability to provide CPC agencies a turnkey solution, for track & field construction, without the risk of being bound to irresponsible low bidders.

**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.**

Our team has extensive knowledge in promoting cooperative purchasing contracts. If awarded... our marketing department will provide our team, as well as CPC agencies, new material detailing the ease and convenience of purchasing our products through CPC rather than the bid process.

## 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.**

BSS 50 – Polyurethane Basemat of SBR rubber and single component polyurethane binder.

BSS100 – Paved-in-place product with a single-compound polyurethane binder and SBR granules, finished with multiple sprays of 100% solids, pigment polyurethane and EPDM granules.

BSS 200 - An impermeable polyurethane synthetic track system comprised of a base layer of polyurethane bound SBR rubber granules, an impermeable layer (seal coat) of a two-component urethane, a spray-applied coating of single-component polyurethane, and EPDM granules.

BSS 300 - A dual-durometer sandwich product that features paved-in-place polyurethane, topped with a two-component seal coat and finished with a flow-applied layer of two-component polyurethane and an Embedded EPDM finish.

BSS 1000 - A full depth poured-in-place two-component, UV stabilized elastomeric polyurethane Dual Durometer synthetic surfacing system with embedded textured finish.

BSS 100RE – A single component structural spray with EPDM granules over the existing track surface.

BSS 300RE – An impermeable polyurethane synthetic track system comprised of an impermeable layer (seal coat) of a two-component urethane, and topped with a poured-in-place, two-component U.V. stabilized elastomeric polyurethane wearing layer with an Embedded textured finish..

BSS 2000RE - a full depth poured-in-place two-component, UV stabilized elastomeric polyurethane synthetic resurfacing system with embedded textured finish.

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

Beynon Sports employs the most experienced team in the industry; our sales team members have unrivaled knowledge of the industry, our products, and the regions they serve. We also have an in-house design team that has worked to create some of the most prestigious venues throughout the country. Our Operations Teams have decades of experience completing Track and Field Installations throughout the country successfully.

Our ISO 9001 certified facility in Hunt Valley, MD is headed by our in-house chemist and R&D team. They test each product and formulation to make sure it meets our rigorous standards before being shipped to our installation crew.

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

Beynon's experienced Sales Team and in-house engineer will work directly with the customer to design a facility to meet their needs and budget. We can work to refurbish an existing venue or design an entirely new facility. We offer an array of products, providing each customer the best value for their specific budget.

When examining an existing facility, our site superintendents are typically included in the evaluation. They will evaluate the existing surface as well as any subsurface issues that are visible. From the evaluation, we can recommend our best course of action moving forward. When possible, we encourage customers to get the most out of their surface by recoating or resurfacing. However, in some cases, removal and site work may be necessary prior to the installation of new surface.

When designing or refurbishing a facility we take a ground up approach, creating a stable base for our surface is our most important criteria. We take pride in our surfaces, our goal is for them to be long lasting and creating a strong subbase is the best way to ensure that will happen.

**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.**

When a customer is interested in using one of our products through the CPC we will generate a quote on a per job basis using our given prices as a guide. Our pricing is based on a 4,000 SY or 36,000 Sq.ft. minimum order. As most 6 or 8 lane tracks are larger than the minimum the unit price will typically be lower than advertised. If the minimum is not met the unit price may be a bit more than advertised in the pricing schedule.

Once we receive a contract or purchase order for the work we will begin the process of manufacturing material for the project. Our lead time for making material is approximately two weeks depending on the time of year. Lead times are also based on the color of the surfacing requested. Standard Red or Black take approximately two weeks, while other colors can take up to 8 weeks.

Our operations team will stay in constant communication with the customer throughout the process to let them know when they can expect our crew to be on site for the installation. When the crew is mobilized to the site they will begin work, and will work a seven-day-a-week schedule to complete the job. Installation time for each surface will depend heavily on the type of surface, the size of the project, and the weather. Our surfaces must be installed when the surface temperature is 50 degrees and rising during the day.

**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.**

Beynon Sports manufactures and installs all of its own products. We manufacture all of our polyurethane products in Hunt Valley, Maryland. We have 30+, manufacturer trained, installation crews spread throughout the United States.

**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.**

Examination of the site is typically done by one of our sales team members or our site superintendents. This will be done prior to providing a proposal to the customer. During the examination we will meet with the customer so we can provide them with a proposal to meet their needs.

When preparing to install our surface the crew will typically arrive on site one to two days prior to the delivery of materials. Once on site the foreman will communicate with the customer as to the progress being made and the probable timeline. The crew will prep the site and existing surface or subbase to begin the installation of the new surface.

During the installation the crew will provide updates as to the progress being made and any issues that may arise, I.E weather. The crew will be responsible for cleaning up the job site each afternoon prior to leaving for the evening. Once the installation is complete, the crew will clean up the site and all excess materials and debris will be removed from the site. A site walkthrough will be completed with the customer, upon completion of the surface prior to the crew's departure.

**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.**

Each of our crews comes from our operations hub in Austin, TX. Once the crew is mobilized to the site, they will work seven days a week, during the allowable hours, to complete the project in a timely manner. Many of our crews are willing to work Holidays, if necessary, to complete the project. If lighting is provided and the weather allows, crews are also willing to work into the evening hours to complete the 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.**

Beynon employs over 30 factory trained installation crews. Each crew is typically made up of six members. Each foreman is OSHA 10 certified, with many having more extensive training as well. The foreman will be the onsite contact for the customer during the installation to answer any questions or concerns they may have. Many of the foreman have over 20 years' experience in the industry.

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

Beynon Sports offers a comprehensive 5 year manufacturer's warranty on all of our products. Each warranty is third party insured giving the customers peace of mind.

**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.**

Beynon Sports accepts checks, ACH Payments or wire transfers. Our typical payments terms are net 30. Our company is willing to work with customers or agencies to establish payment terms that will work best for them.

**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.**

Beynon Sports provides added value for CPC and its agencies through our vertical integration, controlling all aspects of the project. We are a one stop shop for the entire project, leaving all of the responsibility to fall solely on our shoulders.

Our experienced team will work with all agencies large and small, to help create a facility that meets their needs. We provide our in-house engineer to work on the design, eliminating the need to hire an outside architect. We manufacture each surface specifically for the job at hand, meaning we have the ability to customize the surface to meet the customr's needs.

Beynon Sports is committed to providing customers the highest level of workmanship and customer service. We stand behind our products and the experience of working with Beynon Sports. It is our goal that each client that utilizes a sports surface or athletic surfacing component designed and manufactured by Beynon Sports be 100% satisfied.

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

Beynon is subject to an internal audit each year by Tarkett our parent company. Members of the Tarkett auditing team are scrupulously go through all aspects of the business to make sure all regulations are followed.

## Exceptions & Deviations (5 points)

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

When installing our products we require that the surface temperature of the subbase to be 50 degrees and rising during the day.

**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

Beynon Sports does not take any exceptions to the terms outlined in the specifications. We are willing to provide the asphalt and concrete services requested on a per job basis through the use of subcontractors. During the solicitation process we were unable to secure valid pricing for the items requested throughout the entire Tristate area.

## References

Provide three (3) references that have purchased athletic surfaces: tracks and courts 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	Ellsworth Airforce Base
Service/Product Purchased	BSS 1000
Year of Purchase	2020
Reference Contact	Justin Ashley
Phone	605-38501733
Email	JUSTIN.ASHLEY@US.AF.MIL

Reference #2 – Company Name	Carleton College
Service/Product Purchased	BSS 2000RE
Year of Purchase	2019
Reference Contact	Barb Tousignant
Phone	507-222-4101
Email	BTousign@Carleton.edu

Reference #3 – Company Name	Saint Thomas Academy
Service/Purchase Purchased	BSS 2000RE
Year of Purchase	2019
Reference Contact	Matthew Mohs
Phone	(651) 454-4570
Email	mmohs@cadets.com

## 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 Pricing**

### **1 - Pricing Schedule**

*Enter the discounted base pricing being offered by your company to CPC participating agencies from list price.*

### **2 - Labor & Services**

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

### **3 - Volume Pricing**

*Please enter any additional volume discounts that your company is offering.*

# 1 - Pricing Schedule

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all athletic surfaces: tracks and courts, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to CPC members in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. Respondent must identify how shipping charges are applied if they are not included in the offered base pricing. Please note this is a required form.

**Responding Company's Name:**

**Beynon Sports Surfaces, Inc.**

**REQUIRED FORM**

**Installation of New Running Track or Court Surface on a Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

6 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat running track include all material and labor	Beynon Sports	BSS 50	Sq. Ft.	\$ 5.56	9%	\$ 5.06
To install a Polyurethane Track's Base Mat Structural running track include all material and labor	Beynon Sports	BSS 100	Sq. Ft.	\$ 6.67	9%	\$ 6.07
To install a Sealed Polyurethane Track's Base Mat Structural running track include all material and labor	Beynon Sports	BSS 200	Sq. Ft.	\$ 8.33	9%	\$ 7.58
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor	Beynon Sports	BSS 300	Sq. Ft.	\$ 10.00	9%	\$ 9.10
To install a Polyurethane Tracks' Full Pour (Impermeable) running track include all material and labor	Beynon Sports	BSS 1000	Sq. Ft.	\$ 10.89	9%	\$ 9.91
To install a Pre-manufactured Rubber Track include all material and labor			Sq. Ft.			\$ -
8 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor			Sq. Ft.			\$ -
To install a Polyurethane Track's Base Mat running track include all material and labor	Beynon Sports	BSS 50	Sq. Ft.	\$ 5.56	9%	\$ 5.06
To install a Polyurethane Track's Base Mat Structural running track include all material and labor	Beynon Sports	BSS 100	Sq. Ft.	\$ 6.67	9%	\$ 6.07
To install a Sealed Polyurethane Track's Base Mat Structural running track include all material and labor	Beynon Sports	BSS 200	Sq. Ft.	\$ 8.33	9%	\$ 7.58
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor	Beynon Sports	BSS 300	Sq. Ft.	\$ 10.00	9%	\$ 9.10
To install a Polyurethane Track's Full Pour (Impermeable) running track include all material and labor	Beynon Sports	BSS 1000	Sq. Ft.	\$ 10.89	9%	\$ 9.91
To install a Pre-manufactured Rubber Track include all material and labor			Sq. Ft.			\$ -
Courts	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Singles Tennis Court include all material and labor			Sq. Ft.			\$ -
To install a Doubles Tennis Court include all material and labor			Sq. Ft.			\$ -
To install a Basketball Court include all material and labor			Sq. Ft.			\$ -

**Installation of a Running Track or Court's Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install an asphalt base for 6 lane running track include all material and labor			Sq. Ft.			See Tab 3
To install an asphalt base for 8 lane running track include all material and labor			Sq. Ft.			See Tab 3
To install a concrete base for 6 lane running track include all material and labor			Sq. Ft.			See Tab 3
To install a concrete base for 8 lane running track include all material and labor			Sq. Ft.			See Tab 3
To install an asphalt base for tennis or basketball court include all material and labor			Sq. Ft.			
To install a concrete base for tennis or basketball court include all material and labor			Sq. Ft.			
To install a post-tension concrete base for tennis or basketball court include all material and labor			Sq. Ft.			
Preparation, cleaning of existing stable asphalt/concrete base, prior to installation of track or court surfacing			Sq. Ft.			
Patching existing stable asphalt/concrete base, prior to installation of track or court surfacing			Sq. Ft.			See Tab 3

**Running Track and Event Striping - Add more lines as needed for product and services not specified**

Acrylic Paint Striping for All Weather Latex Running Tracks	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
New striping of 1 lane	Beynon Sports		Lane	\$ 8,000.00	9%	\$ 7,280.00
New striping of 2 lane	Beynon Sports		2 Lanes	\$ 8,000.00	9%	\$ 7,280.00
New striping of 3 Lanes	Beynon Sports		3 Lanes	\$ 12,000.00	9%	\$ 10,920.00
New striping of 4 Lanes	Beynon Sports		4 Lanes	\$ 12,000.00	9%	\$ 10,920.00
New striping of 5 Lanes	Beynon Sports		5 Lanes	\$ 12,000.00	9%	\$ 10,920.00
New striping of 6 Lanes	Beynon Sports		6 Lanes	\$ 15,000.00	9%	\$ 13,650.00
New striping of 7 Lanes	Beynon Sports		7 Lanes	\$ 15,000.00	9%	\$ 13,650.00
New striping of 8 Lanes	Beynon Sports		8 Lanes	\$ 18,000.00	9%	\$ 16,380.00
New striping of additional lane	Beynon Sports		Lane	\$ 3,000.00	9%	\$ 2,730.00
Acrylic Paint Striping adder for Polyurethane, Polyurethane Sandwich, Polyurethane Structural, Polyurethane Full Pour Pre-Manufactured Rubber Track	Beynon Sports		Track	\$ 12,000.00	9%	\$ 10,920.00
Acrylic Paint Restriping for All Weather Latex Running Tracks	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
Restriping of 1 lane	Beynon Sports		Lane	\$ 8,000.00	9%	\$ 7,280.00
Restriping of 2 Lanes	Beynon Sports		2 Lanes	\$ 8,000.00	9%	\$ 7,280.00
Restriping of 3 Lanes	Beynon Sports		3 Lanes	\$ 12,000.00	9%	\$ 10,920.00
Restriping of 4 Lanes	Beynon Sports		4 Lanes	\$ 12,000.00	9%	\$ 10,920.00
Restriping of 5 Lanes	Beynon Sports		5 Lanes	\$ 12,000.00	9%	\$ 10,920.00
Restriping of 6 Lanes	Beynon Sports		6 Lanes	\$ 15,000.00	9%	\$ 13,650.00
Restriping of 7 Lanes	Beynon Sports		7 Lanes	\$ 15,000.00	9%	\$ 13,650.00
Restriping of 8 Lanes	Beynon Sports		8 Lanes	\$ 18,000.00	9%	\$ 16,380.00

# 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:** Beynon Sports Surfaces, Inc.

**REQUIRED FORM**

Performance & Payment Bonds							Home Location - Address, Zip	
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	1%	0.25%	0.75%			
*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							Home Location - Address, Zip	
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	\$ 200.00	0%	\$ 200.00			
Per Diem	Per diem rate - meals and lodging per 24-hour period	Period	\$ 350.00	0%	\$ 350.00			
Mileage	Mileage rate for company-owned vehicles.	Per Mile	\$ 1.43	0%	\$ 1.43			
Services/Labor Rates - Normal Working Hours								
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes		
Carpenter		\$/HR	\$ 61.04	0%	\$ 61.04	Wages based on Davis Bacon		
Laborer		\$/HR	\$ 53.24	0%	\$ 53.24	Wages based on Davis Bacon		
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
Services/Labor Rates - Other Than Normal Working Hours								
Product Name	Product Description	Unit of Measure	Standard Rate	Percent Discount	Net Member Price	Notes		
Carpenter		\$/HR	\$ 80.52	0%	\$ 80.52	Wages based on Davis Bacon		
Laborer		\$/HR	\$ 69.64	0%	\$ 69.64	Wages based on Davis Bacon		
					\$ -			
					\$ -			

# 3 - Volume Discounts

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

**Instructions.** Please 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 are combining requirements (estimate annual spend). This form has been formatted to print to one page width. Please note this is an **optional form**.

**Responding Company's Name:**

Beynon Sports Surfaces, Inc.

**OPTIONAL FORM**

1. Beynon Sports Surfaces, prices all our athletic surfacing per project, we do not keep materials in stock as they are made to our customers specific needs. Because of this we do not have standard "catalogue pricing" for our surfaces. Our pricing for the outdoor surfacing is based on an installation of 4,000 square yards or 36,000 square feet the average size for outdoor facilities. Orders greater than the specified amount will be subject to a unit price decrease and orders placed below will be subject to a unit price increase. This is the typical way we approach pricing projects based off of unit prices.

2. Beynon Sports was unable to acquire a reliable site work contractor that will work throughout the entire tristate area. Pricing for site work will be provided on a per job and scope specific basis. Beynon typically requests quotes from a minimum of three subcontractors for each portion of the site work. When generating a proposal for the customer an additional 5% is added, to the chosen subcontractors pricing. We complete many full site work projects each year working hand in hand with site contractors.

3. Beynon Sports works with many field event equipment manufacturers to provide our customers with the best quality and price. Pricing for each piece of equipment is variable, based on the manufacturer and volume of the purchase. All items requested can be purchased and installed through Beynon Sports.

## Vendor Forms & Signatures

### RFP #21.14 - Athletic Surfaces: Tracks & Courts

#### **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. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

Addendum No. 8

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

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

\_\_\_\_\_  
*Date*

**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*

2/1/2021

\_\_\_\_\_  
*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	Beynon Sports Surfaces, Inc.	Date	2/1/2021
Address	16 Alt Road	City, State, Zip	Hunt Valley, MD 21030
Contact Person	Terry Caruccio	Title	Director of Contract Administration
<b>Authorized Signature</b>		Title	COO
Email	thamberger@beynonssports.com	Phone	410-771-9473



**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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 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	ACB
2. Termination for Cause of Convenience	Yes	ACB
3. Equal Employment Opportunity	Yes	ACB
4. Davis-Bacon Act	Yes	ACB
5. Contract Work Hours and Safety Standards Act	Yes	ACB
6. Right to Inventions Made Under a Contract or Agreement	Yes	ACB
7. Clean Air Act and Federal Water Pollution Control Act	Yes	ACB
8. Debarment and Suspension	Yes	ACB
9. Byrd Anti-Lobbying Amendment	Yes	ACB
10. Procurement of Recovered Materials	Yes	ACB
11. Profit as a Separate Element of Price	Yes	ACB
12. General Compliance with Participating Agencies	Yes	ACB

Beynon Sports Surfaces, Inc.

Name of Business



Signature of Authorized Representative



Drew Beynon, COO

Printed Name/Title

2/1/2021

Date

# Subcontractor Utilization Form

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

Solicitation Name: Athletic Surfaces: Tracks & Courts  
Solicitation Number: RFP #21.14  
Vendor Name: Beynon Sports Surfaces, Inc.

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

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

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

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

## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://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. <b>*Signatures Required</b>
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
X	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"> <li>Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).</li> </ul>	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  
 Drew Beynon, COO  
 Printed Name/Title  
 2/1/2021  
 Date



Exhibit A

## **Beynon Sports Surfaces Cooperative Purchasing Connection Marketing Strategy**

Beynon Sports Surfaces will actively promote the Cooperative Purchasing Connection (CPC) as an opportunity for our customers to streamline the purchase of premier track and field surfacing systems by eliminating the complications and fees of the traditional public bidding process.

Our nationwide network of thirteen full time sales representatives includes two (2) who are dedicated to the MN, ND, SD tristate area. Our sales force considers cooperative purchasing agreements to be the best way for our clients to take their athletic surfacing projects from a concept to completion quickly and efficiently.

With over 250 years of combined experience our team knows athletic surfacing. We have manufactured and installed surfacing all over the United States, including over 250 projects last year alone. Beynon Sports Surfaces brings all the resources and experience necessary to provide professional, turnkey solutions for CPC members' athletic surfacing needs, without the risk of being bound to irresponsible low bidders.

Beynon Sports Surfaces will reach out to members quarterly via printed literature and electronic mail highlighting the value and advantages of purchasing through the CPC. Additionally, our sales staff will consistently engage members in their specific territory setting up "lunch and learn" seminars where members can be made aware of the benefits of doing business through the CPC. State or regional seminars and CPC conferences would be attended by our sales staff to educate members on athletic surfacing and the advantages of purchasing through the CPC versus public bidding.

As part of our commitment to the CPC, Beynon Sports Surfaces has a dedicated area of our website for Cooperative Purchasing. We will use this as a platform to highlight and promote the Cooperative Purchasing Connection to our customers.

We look forward to our establishing a strong working relationship with CPC in the coming years.

# State of Minnesota

## SECRETARY OF STATE

### Certificate of Reinstatement

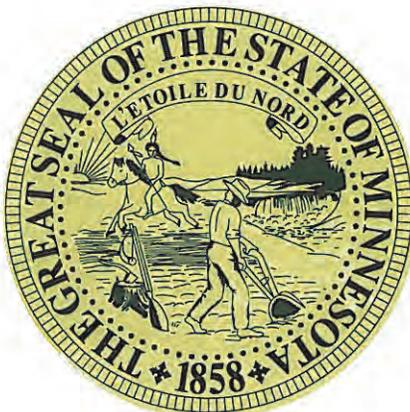
I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The corporation listed below has filed an application for reinstatement on this date; that the corporation is hereby reinstated as of this date and is authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions set forth in Minnesota Statutes, Chapter 303.

Name of Corporation in Minnesota: Beynon Sports Surfaces, Inc.

Corporate Charter Number: 121136

Date of Reinstatement: 10/24/2006

This certificate has been issued on 10/24/2006.



*Mary Kiffmeyer*  
Secretary of State.

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

ORGANIZATIONAL ID #: FB031745

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **BEYNON SPORTS SURFACES, INC. (MD)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this June 14, 2007.



*Chris Nelson*

**Chris Nelson**  
Secretary of State

Cert of Authority Merge

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 37161

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BEYNON SPORTS SURFACES, INC.** whose address is in HUNT VALLEY, MD, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

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

Dated: January 13, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

The North Dakota Secretary of State verifies that:

**BEYNON SPORTS SURFACES, INC.**

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2022 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 37161

Exhibit D

February 1, 2021

To Whom It May Concern:

Beynon Sports Surfaces, Inc. is a sole source manufacturer and installer of polyurethane athletic surfacing for indoor and outdoor uses. We utilize our own factory trained teams for the installation of our surfaces. Beynon has been in business for over 17 years and has over 250 years of combined experience in the design, production and installation of synthetic polyurethane athletic surfaces. Our IAAF certified track and field systems can be found in the world's most renowned athletic arenas.

If you have any questions do not hesitate to contact us at (410) 771-9473.

Best Regards,


Drew Beynon

Chief Operations Officer

 **BEYNON**<sup>®</sup>  
A Tarkett Sports Company

BEYNONSPORTS.COM



BEYNONSPORTS.COM





**A VISION  
THAT CHANGED  
TRACK FOREVER**

THE LEADER IN TRACK  
SURFACING SINCE 1974

# WHY BEYNON



## VERTICALLY INTEGRATED

Beynon controls all aspects of the manufacturing value chain. From start to finish, we're in control of your track.



## EXPERIENCE

With over 4,000 installations in North America in the last 10 years, Beynon is the trusted surface of track and field programs.



## TARKEIT SPORTS BRAND

Part of Tarkett Sports, Beynon can offer a full range of additional surfacing products. From FieldTurf artificial turf to Tarkett gymnasium flooring, we have the solution for your project.



## LEADING DURABILITY

Manufactured and installed with the highest attention to detail, Beynon's systems showcase proven durability. Numerous Beynon surfaces have seen over 20 years of use.



## DESIGN & CONSTRUCTION EXPERTS

With over 30 factory trained installation crews worldwide, three Certified Track Builders on staff, in-house IAAF testing, as well as a team of designers, Beynon has one of the most experienced and knowledgeable teams in the industry.



## TRUSTED

For indoor or outdoor venues, Beynon is the trusted surface of leading NCAA Div I programs, thousands of high schools and distinguished municipal facilities.



## FINANCIALLY STABLE

Part of Tarkett Sports, a division of the Tarkett Group, a worldwide leader of innovative flooring and sports surface solutions, Beynon has unprecedented financial support and stability. You can rest easy.



## ENDLESS PURSUIT OF INNOVATION

From the original full pour systems to our resurfacing technology and post-tensioned concrete tracks, our innovations continue to sprint past the competition.



## SERVICE

We are as committed to your program as you are, and we're with you for the long term. When you buy a track from Beynon, you're buying from a company that knows how to take care of you. It's what we do best.





# A HISTORY OF DEDICATION TO EXCELLENCE

**OVER 40 YEARS AGO**, our founder, John T. Beynon, set out to revolutionize the sport surfacing industry. Since then, we have installed over 4000 surfaces worldwide and built an industry leading reputation for unmatched quality, durability, performance, and most importantly, service.

Beynon surfaces are found in North America's most prestigious track and field facilities, reputed collegiate campuses, high schools and city parks.

Not only do we strive to make you fast, but we help keep you safe. Our specialized, high performance synthetic athletic surfaces are designed for speed, competition, and most importantly, daily training. Should it be at one of our thousands of outdoor tracks, indoor fieldhouses or multipurpose gymnasiums, you will feel the difference a Beynon surface makes.

---

**IN THE SPRING OF 2008**, Beynon Sports joined the Tarkett Sports family, which combined the most recognized and prestigious name in the artificial turf market in FieldTurf with Beynon Sports' track and field, fieldhouse and gymnasium surfacing systems. The result is a global firm with unmatched financial strength and a dedication to innovation, customer service, and excellence.

Through this partnership, we can offer unprecedented service, quality, and support, as well as the financial backing to stand behind our products. You can rest easy knowing you are protected.

---

# THE LEADER IN COLLEGIATE TRACK SURFACING



**BIG TEN CONFERENCE**  
 Iowa State University  
 Oklahoma State University  
 Penn State University  
 Purdue University  
 Ohio State University  
 University of Iowa  
 University of Illinois  
 University of Maryland  
 College Park, Minnesota  
 University of Wisconsin, Madison



**BIG EAST CONFERENCE**  
 Marquette University  
 Villanova University  
 Providence College



**ACC**  
**ATLANTIC COAST CONFERENCE**  
 Clemson University  
 Duke University  
 Florida State University  
 University of North Carolina  
 Chapel Hill  
 University of Virginia  
 Virginia Polytechnic University  
 Wake Forest University  
 North Carolina State University  
 University of Louisville  
 University of Miami



**SEC**  
**SOUTHERN CONFERENCE**  
 Auburn University - Class IAAIF Certified  
 University of Mississippi  
 University of Alabama  
 Mississippi State University  
 University of Kentucky  
 Texas A&M University  
 College Station  
 University of Missouri, Columbia  
 University of Tennessee



**SOCON**  
**SOUTHERN CONFERENCE**  
 Western Carolina University  
 Samford University  
 Virginia Military Institute



**MOUNTAIN WEST CONFERENCE**  
 Boise State  
 Colorado State  
 Fresno State  
 University of Nevada  
 Utah State



**SUNBELT**  
**SOUTHLAND CONFERENCE**  
 Abilene Christian University  
 Southeastern Louisiana University  
 Lamar University  
 Texas A&M, Corpus Christi



**PAC 12**  
**PAC TWELVE CONFERENCE**  
 University of Oregon - Class IAAIF Certified  
 Stanford University  
 Oregon State University  
 University of California, Berkeley  
 University of Washington  
 University of Southern California  
 University of Utah  
 University of Colorado  
 Washington State University  
 University of Arizona

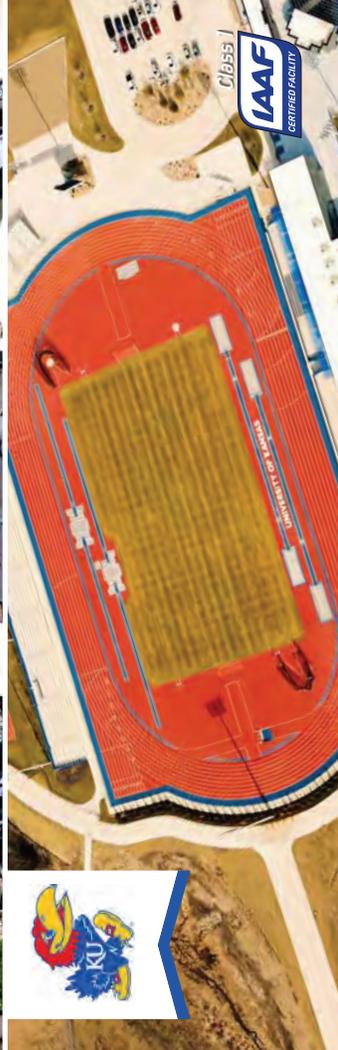


**SHEC**  
**SOUTHEASTERN CONFERENCE**  
 Auburn University - Class IAAIF Certified  
 University of Mississippi  
 University of Alabama  
 Mississippi State University  
 University of Kentucky  
 Texas A&M University  
 College Station  
 University of Missouri, Columbia  
 University of Tennessee



**MOUNTAIN WEST CONFERENCE**  
 Boise State  
 Colorado State  
 Fresno State  
 University of Nevada  
 Utah State

**SOUTHLAND CONFERENCE**  
 Abilene Christian University  
 Southeastern Louisiana University  
 Lamar University  
 Texas A&M, Corpus Christi



# PREMIER VENUES

BEYNON SPORTS IS THE LEADING MANUFACTURER OF CLASS I IAAF CERTIFIED SURFACES IN THE UNITED STATES.

OVER 30 CLASS II IAAF-CERTIFIED FACILITIES WORLDWIDE





# TRUSTED AT EVERY LEVEL

FROM PREMIER TRACK VENUES  
TO LOCAL COMMUNITY FACILITIES,  
ATHLETES AND OWNERS ARE  
RAVING ABOUT OUR SURFACES.

DON'T JUST TAKE OUR WORD FOR IT - ASK A BEYNON TRACK OWNER HOW THEY FEEL ABOUT US.



*"While the track is no doubt a phenomenal product, what it came down to is the relationships. They didn't want to just sell to us; Beynon made us feel special. We love the product and LOVE the people who are taking care of us. My administration felt Beynon was honest with us and wanted to partner with us."*

**WES KITTLE** | TEXAS TECH UNIVERSITY  
TRACK & FIELD HEAD COACH



*"Our competitive and training surfaces have played a critical role in our success as an 8-time National championship women's team. Choosing Beynon surfaces immediately proved to be the best decision for our training and competitive performances. Our student athletes and coaching staff are extremely fortunate every season to have the ability to train and compete both indoors and outdoors on a Beynon surface."*

**MARCUS NEWSOM** | WARTBURG COLLEGE  
ASSISTANT ATHLETIC DIRECTOR,  
DIRECTOR OF CROSS COUNTRY AND TRACK & FIELD



*"I am so thrilled with our new Beynon Sports track surface; it is absolutely out of sight! The entire team at Beynon Sports has delivered above and beyond our expectations."*

**PETE BOUDREAUX** | BATON ROUGE CATHOLIC HIGH SCHOOL  
LEGENDARY TRACK & FIELD COACH

# WE'RE WITH YOU EVERY STEP OF THE WAY

Beynon controls all aspects of the manufacturing chain, which allows us to create the right product, regardless of the facility. Because our founder's name stands behind each track that we make, we take special care throughout the entire installation process. We do this by only using certified Beynon track installers, specialized equipment, and skilled craftsmen, which ensures impeccable results.



## DESIGN

Our team has been involved in the conceptual planning of over 150 collegiate track and field facilities. We work directly with local engineers and architects on your project, adding years of expertise to the planning and execution process.



## FORMULATION

Our philosophy on materials selection is simple: use only the best environmentally friendly, bio-based raw materials because we understand that the material choices we make today will affect your athletes for years to come.



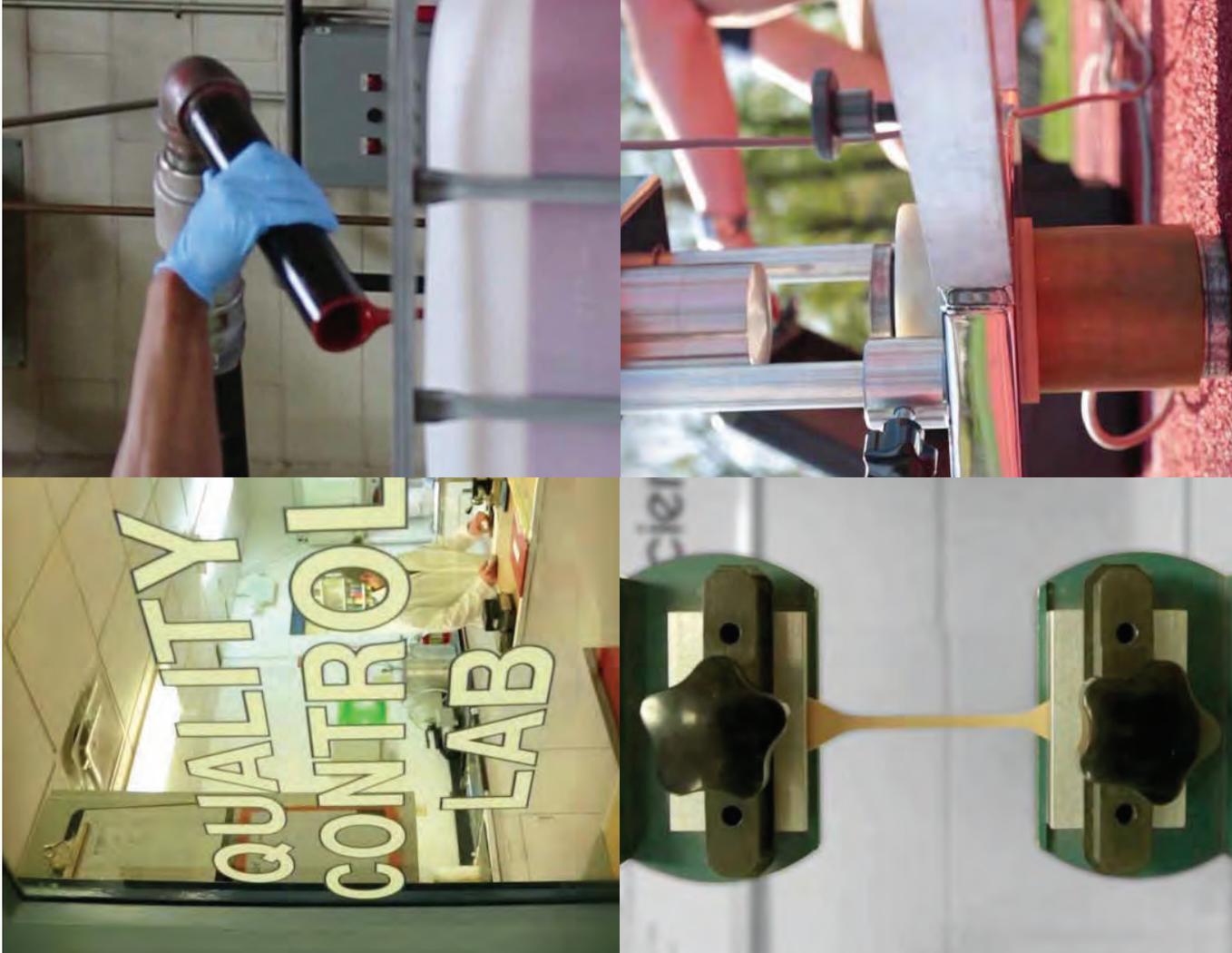
## MANUFACTURING

Every Beynon track is manufactured in our ISO 9001 certified headquarters in Hunt Valley, Maryland, USA.

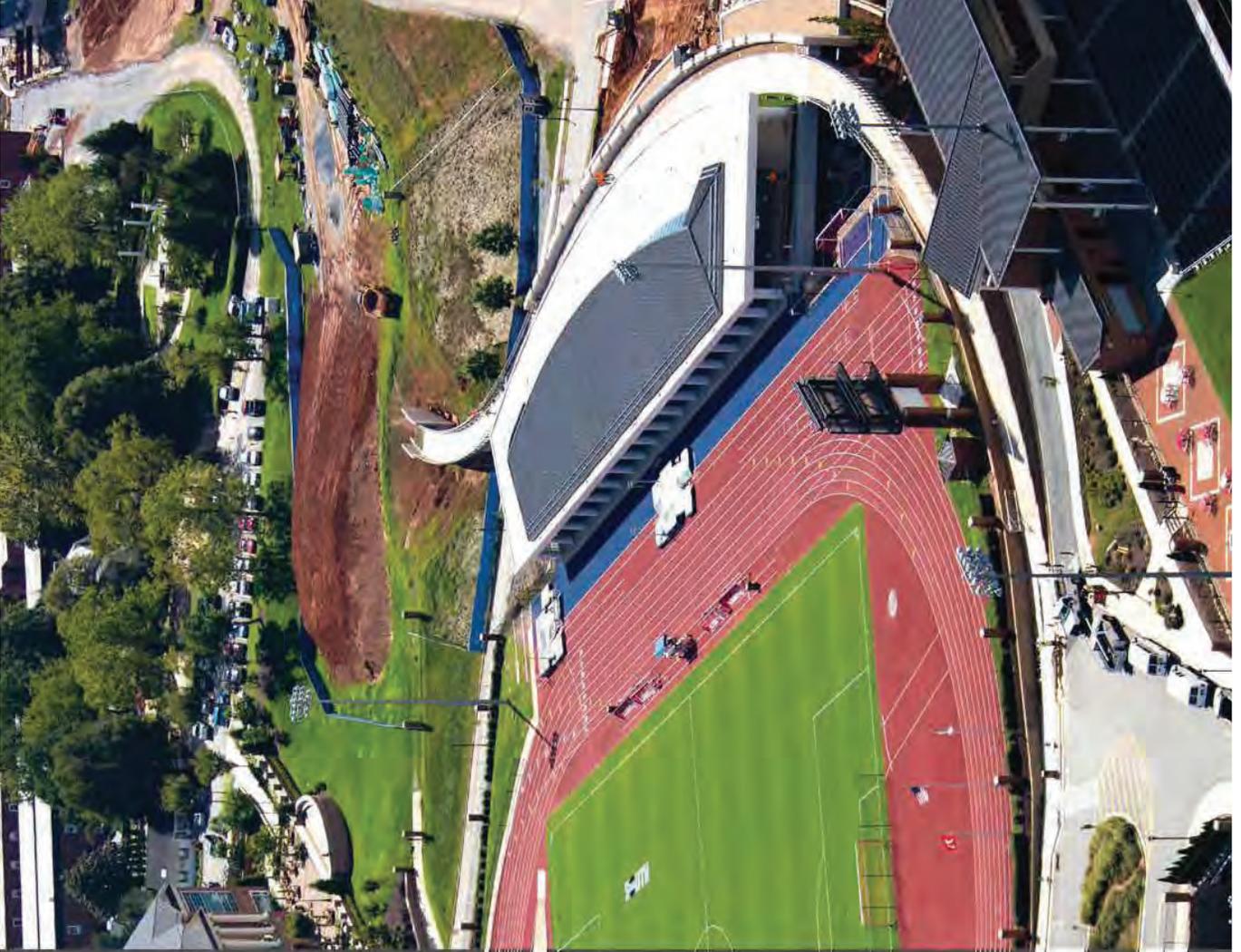


## INSTALLATION

Only Beynon installation crews and select certified partners are allowed to work on your projects, ensuring superior craftsmanship and quality.



**BUILDING  
& DESIGNING  
THROUGH  
& EXPERIENCE**



# WE'RE NEVER SATISFIED WITH WHERE THE BAR IS

## BEYNON SPORTS IS AT THE FOREFRONT OF SPORTS SURFACING INNOVATION & TECHNOLOGICAL ADVANCEMENTS

Our team is made up of the finest and most experienced in the industry, from world-famous track coaches to the leading polyurethane research chemists and the most experienced installation personnel. Through vigorously researching and developing new environmentally sustainable technologies, we are able to bring your athletes the revolutionary sports surfacing systems.

We adhere to the top standards for renewable polyols, and we are the leader in research and development of environmentally conscious products in the polyurethane sports surfacing industry.

Beynon products have been rigorously tested by internal quality assurance analyses, and the results have been vetted by the International Association of Athletics Federations (IAAF) which surpassed EN, DIN and ASTM standards.

Beynon Sports has received the coveted ISO 9001:2008 certification in recognition of its ability to consistently provide polyurethane products that meet and exceed customer requirements. We aim to enhance customer satisfaction through the effective application of an internal quality control system.



# ENTRY-LEVEL SERIES

PROVEN AND TRUSTED

## BSS 100 | BSS 200

Designed for long-term durability, our Entry Level Series systems offer an economical, low-maintenance solution. Proven and trusted nationwide, these systems are installed at hundreds of high school and city venues.

Our Entry-Level Series is backed by Beynon's comprehensive 5-year warranty.

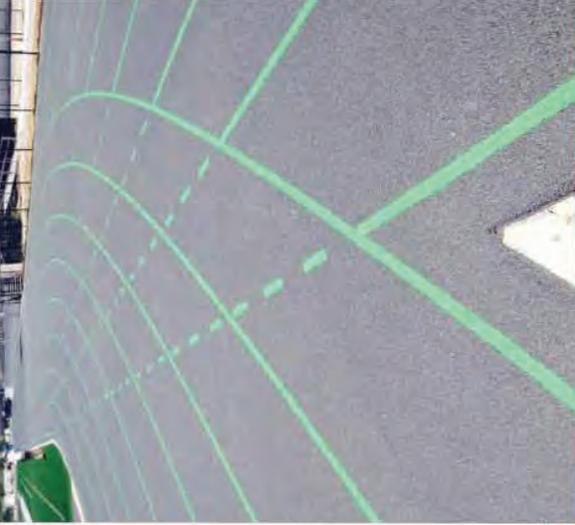
## BSS 100



The BSS 100 system is a paved-in-place product with a single-compound polyurethane binder and SBR granules, finished with multiple sprays of 100% solids, pigment polyurethane and EPDM granules. Built for excellent value.

**IAAF CERTIFIED:** X  
**BOND TO SUBSTRATE:** Mechanical  
**TEXTURES:** Structural Spray  
Water-based structural spray  
3-star  
**PERFORMANCE:** 3-star  
**FEATURED INSTALLATIONS:** Biola University, CA  
Larayette High School, LA  
Mariemont High School, OH

BURNET HIGH SCHOOL



## BSS 200



The BSS 200 system builds on Beynon's proven design of basemat structural spray systems by providing an additional impermeable seal layer to keep rain and snow from passing through the basemat into the subbase. The BSS 200's thixotropic seal layer withstands the toughest climates, provides superior durability, and is backed by Beynon's comprehensive warranty.

**IAAF CERTIFIED:** X  
**BOND TO SUBSTRATE:** Mechanical  
**TEXTURES:** Structural Spray  
Water-based structural spray  
3-star  
**PERFORMANCE:** 3-star  
**FEATURED INSTALLATIONS:** Walla Walla High School, WA  
Pioneer High School, CA  
The Benjamin School, FL

WALLA WALLA HIGH SCHOOL



# INTERMEDIATE SERIES

## VALUE AND PERFORMANCE

### BSS 300 | BSS 1000ML

Offering a balance of durability and performance, our Intermediate Series was designed for venues looking for added features without the need of a premier surface. These systems have been a popular choice for high schools and collegiate facilities.

Our Performance Series is backed by Beynon's comprehensive 5-year warranty for the BSS300 and BSS 1000 ML.

### BSS 300



The BSS 300 system is a dual-durometer sandwich product that features paved-in-place polyurethane, topped with a two-component seal coat and finished with a flow-applied layer of two-component polyurethane. This system adds a touch of performance and feel underfoot, especially for long-distance runners.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Mechanical Embedded
<b>TEXTURES:</b>	Encapsulated Hobart
<b>PERFORMANCE:</b>	3.5-star
<b>FEATURED INSTALLATIONS:</b>	Harvard University, MA Texas A & M University, TX University of Nevada - Reno, NV

HARVARD UNIVERSITY

### BSS 1000 ML



Our BSS 1000ML system is the perfect mix of full-pour polyurethane construction and value. Its multilayer construction is comparable to other multilayer track surfaces in the market but combines Beynon's high-performance polyurethanes with certified craftsmanship to set itself above the competition. The BSS 1000ML provides a chemical bond to the substrate, which ensures the surface's long-term durability and decreased life cycle costs.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Chemical Embedded
<b>TEXTURES:</b>	Encapsulated Hobart
<b>PERFORMANCE:</b>	3.5-star
<b>FEATURED INSTALLATIONS:</b>	National Training Center, FL University of Missouri, MO Laney College, CA

NATIONAL TRAINING CENTER, FL

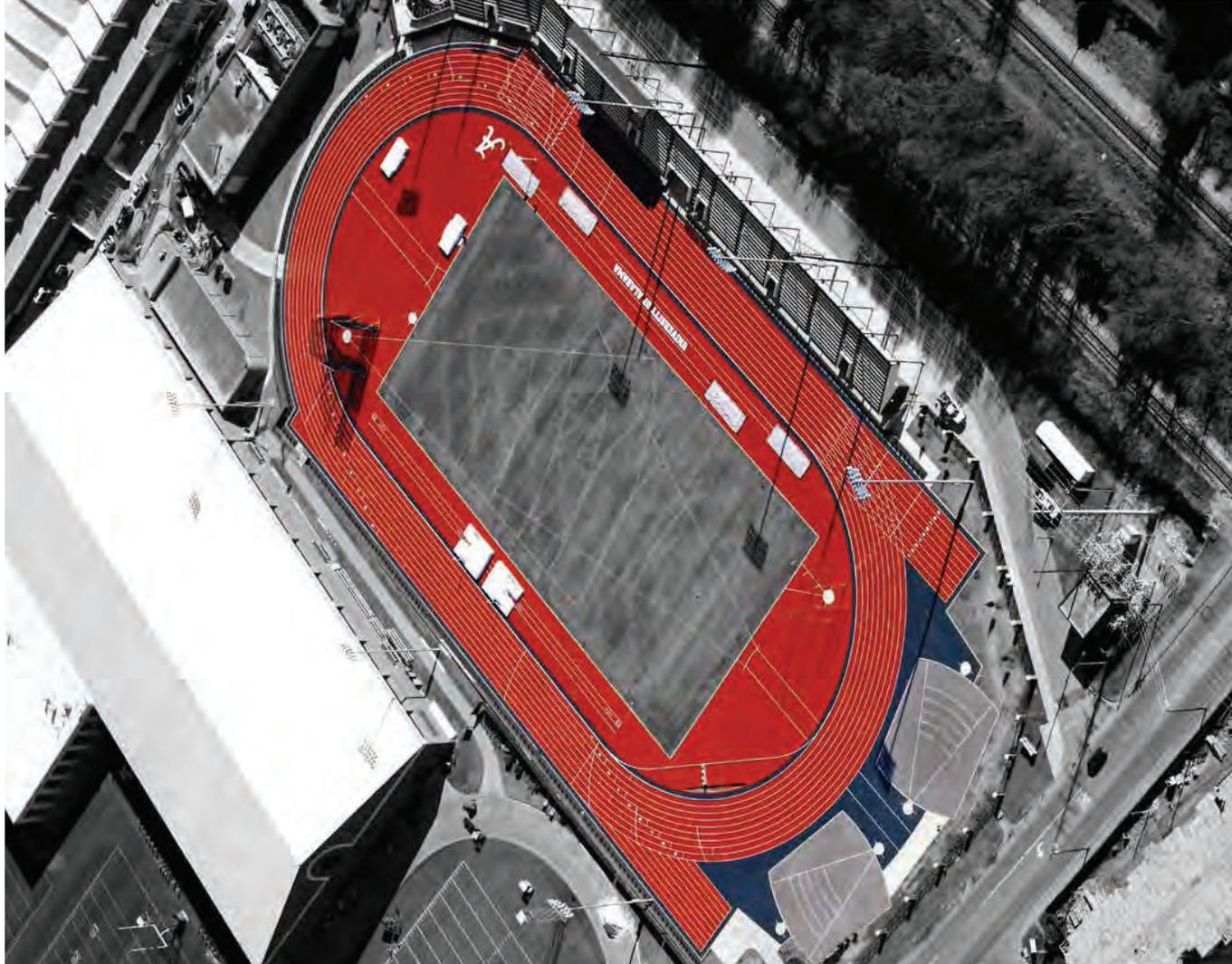
# PERFORMANCE SERIES

**WELCOME TO  
THE NEXT LEVEL**

**BSS 1000 | BSS 2000 | BSS 2000RE | BSS 3000**

Installed at premium venues and renowned collegiate facilities, our Performance Series systems are the trusted surface of top-level training and competition. Fully chemically bonded, the systems offer more two-component polyurethane than competing systems and deliver premier shock absorbency and energy return.

**Our all-inclusive 10-year warranty is offered on select Performance Series surfaces.**



TROPICAL MEMORIAL PARK



### BSS 1000



The BSS 1000 system, our most popular system, offers a bio-engineered force-reduction layer integrated with fine SBR rubber granules to create an impermeable shock-absorbing cushion. With 29% more two-component polyurethane than competing systems, our performance line delivers optimal shock absorbency and superior energy return.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Chemical
<b>TEXTURES:</b>	Embedded Encapsulated Hobart
<b>PERFORMANCE:</b>	4.5-star
<b>FEATURED INSTALLATIONS:</b>	University of Texas - San Antonio, TX Indiana Wesleyan University, IN Tropical Memorial Park, FL

MIDDLEBURY COLLEGE



### BSS 3000



The BSS 3000 system contains absolutely no SBR rubber; rather, an ultra-soft polyurethane elastomer allows for unmatched shock absorption and performance. It's the most environmentally friendly, too - over 300,000 pounds of carbon dioxide is saved from being released into the atmosphere.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Chemical
<b>TEXTURES:</b>	Embedded Encapsulated Hobart
<b>PERFORMANCE:</b>	5-star
<b>FEATURED INSTALLATIONS:</b>	Middlebury College, VT

### BSS 2000



The Olympic-caliber BSS 2000 system features a force-reduction layer of high performance butyl rubber and full-depth color polyurethane, finished with a customizable surface of your choice. This system is built for the best that are looking for the best.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Chemical
<b>TEXTURES:</b>	Embedded Encapsulated Hobart
<b>PERFORMANCE:</b>	5-star
<b>FEATURED INSTALLATIONS:</b>	University of Kansas, KS University of Oregon - Hayward Field, OR Utah State University, UT

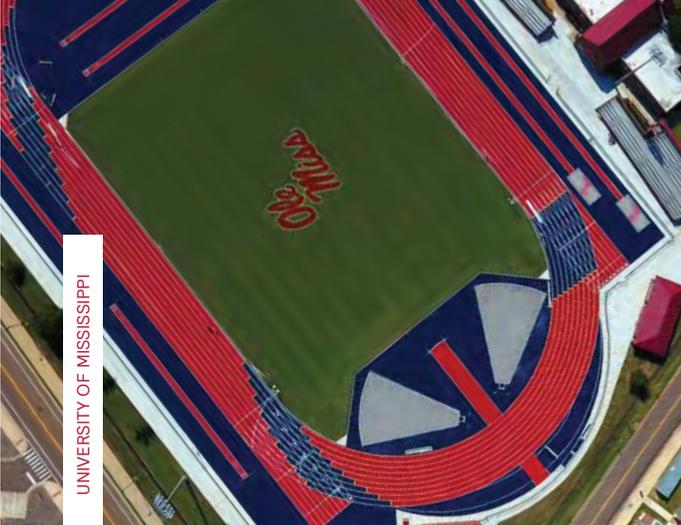
### BSS 2000 RE



The BSS 2000 Resurfacing System is a revolutionary process that restores the appearance and texture of your existing track surface and dramatically enhances the feel under foot. Not only does it improve aesthetics, but it can bring aged rubber sheet good products and two-component polyurethane systems to within IAAF performance parameters.

<b>IAAF CERTIFIED:</b>	X
<b>BOND TO SUBSTRATE:</b>	Chemical
<b>TEXTURES:</b>	Embedded Encapsulated Hobart
<b>PERFORMANCE:</b>	4.5-star
<b>FEATURED INSTALLATIONS:</b>	University of Tennessee, TN Wake Forest, NC Stanford University, CA

UNIVERSITY OF MISSISSIPPI



TEXAS TECH UNIVERSITY



**THE ROAD  
TO SUCCESS  
RUNS UPHILL.**





# INDOOR SERIES

## LET'S TAKE IT INSIDE

BSS 1000 HOBART TEXTURE | POLYTURF | POLYTURF PLUS |  
POLYTURF PLUS SP | POLYTURF PAD & POUR | POLYTURF MULTIPURPOSE

Each of Beynon's indoor sports flooring systems are seamless, self-leveling, and have achieved GreenGuard Gold™ certification, ensuring superior indoor air quality for schools, healthcare and athletic facilities.



# BSS1000 HOBART TEXTURE

Beynon's specialized Hobart Texture™ was engineered to eliminate the EPDM granule migration found in traditional embedded track systems. The Hobart Texture™ locks the EPDM granule in place with our exclusive BEYLOCK polyurethane binder and BEYCOAT, waterbased aliphatic coating. This installation technique adds years to the life of your surface all while providing an unmatched performance experience.

Beynon's Hobart Texture is available in a variety of both standard and custom colors that can be produced to match your school's or team's color palette.

- 

**SPIKE RESISTANT**
- 

**NO STAINS**
- 

**SEAMLESS CONSTRUCTION**
- 

**EXCEPTIONAL SHOCK ABSORPTION**
- 

**TUNABLE FORCE REDUCTION LAYER**
- 

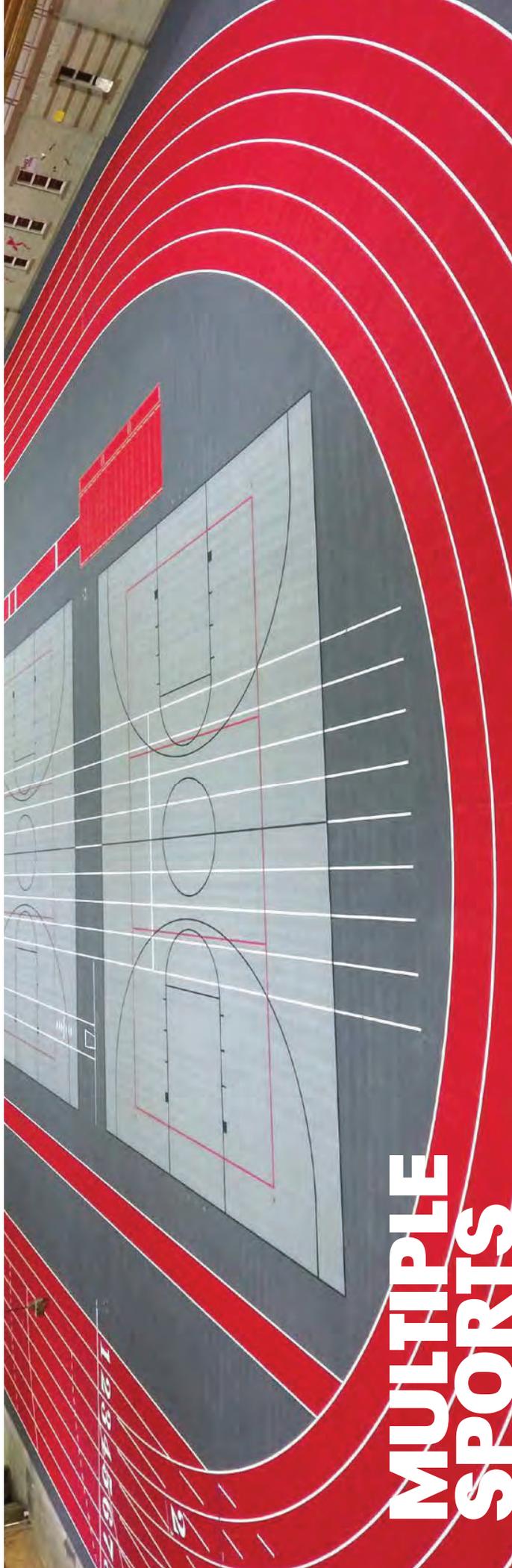
**EASY MAINTENANCE**

# MIX & MATCH

We understand that your indoor facility needs to be a place for more than just track and field, which is why our wide array of indoor systems allows you to mix and match the right combination for your program.

Our indoor surfaces are both cost efficient and virtually effortless to maintain. No annual stripping or waxing is required – Simple dust mopping or automatic scrubbing will do. Plus, each surface is finished with a UV-stabilized coating for stain and fade resistance.





# MULTIPLE SPORTS ONE FACILITY

-  TRACK & FIELD
-  BASKETBALL
-  VOLLEYBALL
-  TENNIS
-  WEIGHT ROOM

**POLYTURF**



-  SPIKE RESISTANT
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆

**POLYTURF PLUS**



-  SPIKE RESISTANT
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
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- ★ ★ ★ ★ ☆

**POLYTURF PLUS SP**



-  SPIKE RESISTANT
- ★ ★ ★ ★ ☆
- ★ ★ ★ ★ ☆
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**POLYTURF PLUS PAD & POUR**

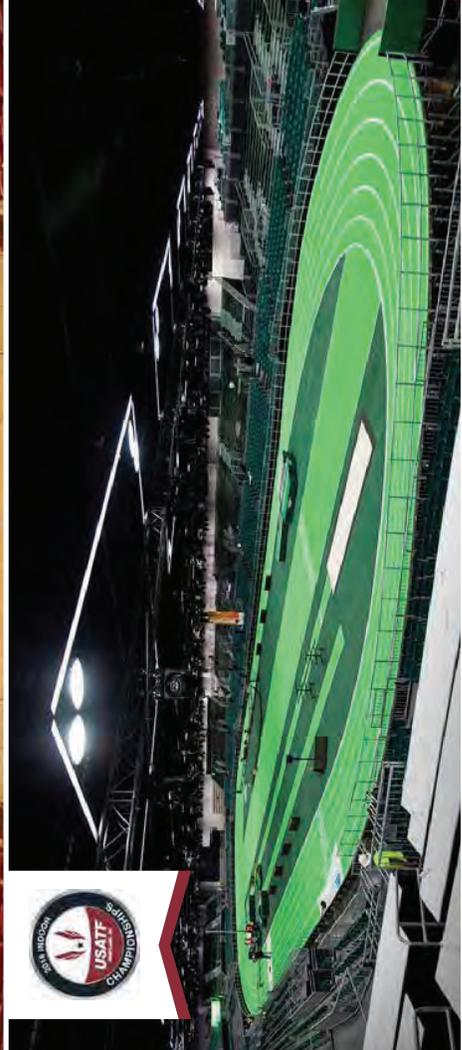
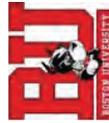


-  SPIKE RESISTANT
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**BSS 1000 HOBART**



-  SPIKE RESISTANT
- ★ ★ ★ ★ ☆
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# BANKED SYSTEMS

**WE KNOW EACH FACILITY IS UNIQUE, WHICH IS WHY WE HAVE A SOLUTION FOR EVERY PROGRAM.**

## LOOKING AT RUNNING FROM A DIFFERENT ANGLE

A long tradition of excellence carries over into our banked systems. Since their introduction in 1980, banked indoor track venues have grown exponentially across the world. Their innovative design counterbalances the centrifugal force on the athletes running along the bend evenly, regardless of the lane.

### ▶ RISE-N-RUN - HYDRAULIC BANKED SYSTEM

Rise-N-Run, Beynon's hydraulic banked system, took the industry by storm with its revolutionary design and construction. Built with 20% more steel and 20% bigger pistons than competing systems, Rise-N-Run offers not only unmatched performance and durability but also the optimal grounds for high speed training and competition.

### ▶ PERMANENT BANKED SYSTEM

Engineered for single-purpose track venues, our permanent system offers a proven track record and unbelievably fast times – just ask Boston University. This system can be custom-engineered to flawlessly match your facility.

### ▶ PORTABLE / TEMPORARY BANKED SYSTEM

Converting your facility from track meet to everyday use shouldn't be a daunting task. We understand that your facility needs to be flexible. Flexibility shouldn't mean you have to compromise quality. We handle everything from the design to the installation and certification, taking all the guess work out of your project. We've been trusted by the best to turn their space into a premier track facility.



**DURABILITY IN  
POOR SOIL AREAS**



**RESISTANCE TO  
CRACKING**



**IMPROVED  
DRAINAGE**



**EXISTING SITE  
REMEDiation**

Through Renner Sports, a Beynon Company, we can offer the leading post-tensioned concrete subbase construction available.



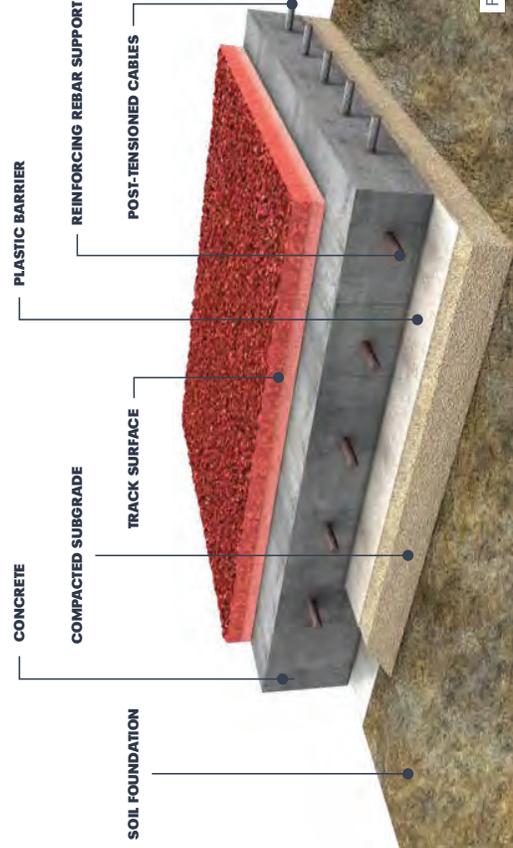
# REDEFINE STRONG

## POST-TENSIONED CONCRETE IS BUILT TO TAKE ON THE HARSHEST OF CONDITIONS

Did you know that over 50% of the construction budget for your outdoor track is invested in the high-performance track surface? Asphalt irregularities, including cracks, settling and uncorrected deviations in the planarity of the asphalt base or wear course, can telegraph or reflect through to the running track surface. Use PTC and avoid this risk.

### WHY YOU SHOULD CONSIDER PTC OVER ASPHALT?

With an expected lifecycle of nearly 50 years, a (PTC) post-tensioned concrete track subbase can last nearly three times longer than an asphalt base. Requiring only minor repairs every decade, post-tensioned concrete subbase saves not only money but also time.



# DON'T JUST TAKE IT FROM US

## THE TRACK WORLD IS RAVING ABOUT BEYNON



I wanted to write this letter as documentation that we here at Mississippi State University have been very happy with the performance, customer service, and overall experience with Beynon Sports. Many school records, SEC records, and one NCAA record has been set on our track.

**STEVE DUDLEY**  
HEAD TRACK & FIELD COACH  
MISSISSIPPI STATE UNIVERSITY



The result has been tremendous. Not only does our facility look great, our team reports that training and competing on the new surface is a vast improvement over what we had previously.

**DAVID SHOEHALTER**  
DIRECTOR OF TRACK AND FIELD AND CROSS COUNTRY  
YALE UNIVERSITY



Our Beynon surface has always been my favorite track to train and compete on because it offers the best of being a softer surface for training purposes, but also offers the quality surface for fast times and great performances. The Beynon track surface is durable, and yet it is a very good surface to train on without fear of stress injuries compared to other track surfaces. Their product and service is first class, and I will always recommend Beynon first when it comes to track surfacing companies.

**JOEY WOODY**  
DIRECTOR OF TRACK AND FIELD & CROSS COUNTRY  
UNIVERSITY OF IOWA



This project really puts MSU track and field in a truly outstanding category in the Big Sky Conference. We can't wait for our new recruits to arrive this year... this track will be a show stopper.

**DALE KENNEDY**  
HEAD TRACK AND FIELD COACH  
MONTANA STATE UNIVERSITY



I can't imagine anything better. It's beyond my dreams, and our school colors - red, white and blue -- on the track are stunning! Personally, I like a banked track, it reduces the lateral forces that tear a runner up. On a flat track, the centrifugal force always pushes you out so it's easy to get injured. We had a lot of injuries on our previous track.

**BRANT TOISMA**  
HEAD TRACK AND FIELD COACH  
LIBERTY UNIVERSITY



Our students are amazed and happy with the new track, they were blown away. Beynon came highly recommended by our peer schools and we saw good things when we trained on our first Beynon track."

**STEVE ADAMS**  
ASSOCIATE ATHLETIC DIRECTOR  
WAKE FOREST UNIVERSITY



Beynon's team went above and beyond to oversee and manage every detail of our massive project. In the spring of 2016, we unveiled our completely reconstructed facility on time and on budget. The entire process was a positive experience for us, and the facility has been receiving rave reviews from our athletes, recruits, and Cougar supports, at large.

**LEROY BURRELL**  
HEAD COACH, TRACK AND FIELD  
UNIVERSITY OF HOUSTON



"We had the opportunity this spring to host two Home competitions and the track performed at the highest standards. We have had only positive feedback from our athletes in their training on it from day to day. I will not forget the smile that Sonya Richards-Ross had on her face following her first workout on the track.

From start to finish, the Beynon team has been wonderful to us here at Baylor. The Beynon Staff has been available from the beginning of the project and continues to be easy to contact after the completion of the track. All of us here still have smiles on our faces each day, and we owe this to the entire Beynon team. I wholeheartedly endorse Beynon Sports for track surfacing."

**TODD HARBOUR**  
TRACK & FIELD/CROSS COUNTRY HEAD COACH  
BAYLOR UNIVERSITY

# AT THE SURFACE OF THE WORLD'S TOP EVENTS

**NCAA DIVISION I**  
OUTDOOR TRACK & FIELD  
CHAMPIONSHIPS  
2018, 2017, 2016 +

**NCAA DIVISION II**  
OUTDOOR TRACK & FIELD  
CHAMPIONSHIPS  
2018, 2017, 2015 +

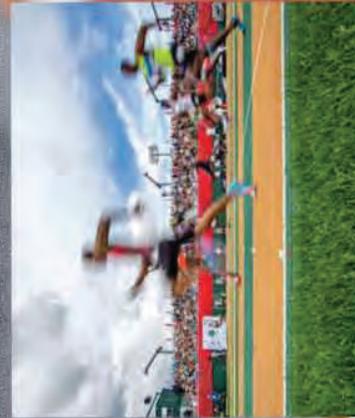
**NCAA DIVISION III**  
OUTDOOR TRACK & FIELD  
CHAMPIONSHIPS  
2018, 2017, 2016 +



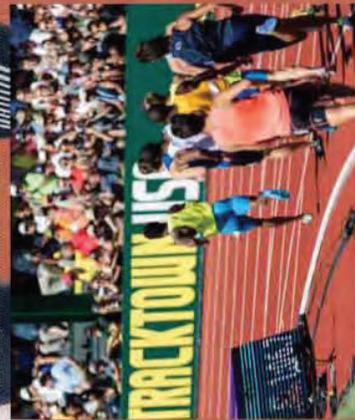
**WORLD INDOOR  
CHAMPIONSHIPS  
2016**



**TRACKTOWN USA  
SUMMER SERIES  
2017, 2016**



**CANADIAN  
CHAMPIONSHIPS  
2016**



**U.S. OLYMPIC  
TRIALS - 2016,  
2012, 2008, 1992**



**ALABAMA RELAYS  
2018, 2017, 2016 +**



**PREFONTAINE  
CLASSIC  
2018, 2017, 2016 +**



From: [Hamberger, Travis](#)  
To: [Lisa Truax](#)  
Cc: [Reinke, Justin](#)  
Subject: Responses to follow up questions  
Date: Friday, February 12, 2021 7:18:20 AM

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Good morning Lisa,

Please see the responses below regarding follow up questions for the evaluation committee:

- Installation crews will mobilize from what location to cover MN, ND, and SD?  
[Beynon Sports installation crews are handled by our operations department in our Austin, TX office. Our 30+ installation crews are typically spread throughout the country, moving from job to job. A few of our crews are local to the upper mid-west region and would be tasked with completing the jobs in your area.](#)
- With parent company FieldTurf holding national contracts, what is the value of an award directly to Beynon versus the pricing/value from the cooperative contracts including AEPA in which CPC participates?  
[Beynon Sports looks for every opportunity to grow our business and promote our brand. Not all Beynon customers are familiar with Fieldturf and our affiliation. With the contract in the Beynon name we will be able to provide the customer with less confusion and the ability to work with a single entity. The contract will also give our name a bigger reach in the area.](#)
- Is there anything specific to your response that would differentiate CPC from other cooperative contracts?  
[Holding the Cooperative contract under the Beynon name would differentiate CPC giving us the ability to promote the COOP to a greater extent.](#)
- Can CPC members access all of your products and services through CPC's existing contract with FieldTurf?  
[Through the use of the AEPA FieldTurf contract you can access the products we have provided in this contract. Buying directly from Beynon through the CPC will give our customers the confidence of working with a single company and avoid any confusion.](#)
- What is 36,000 sq.ft. (size) as it relates to tracks?  
[36,000 Sq.ft. is a typical track size including the field event areas that we typically base our pricing off of.](#)
- Is Beynon home to any certified track builders or any other certifications?  
[Beynon has Three \(3\) certified track builders on staff and is a member in good standing with the American Sports Builders Association. We are also a sponsor member of the US Track and Field and Cross Country Coaches Association. We offer Seven \(7\) World](#)

Athletics Certified surfaces, which is the most of any company in the industry.

Let me know if you have any questions at all.

Thanks,

**Travis Hamberger**  
Project Administrator



16 Alt Road  
Hunt Valley Maryland 21030  
United States  
Tel: +1 (410) 771-9473 Ext. 206  
Other: Lync phone +1 440 903 4484  
Mobile:  
Fax: +1 (410) 771 9479  
Email: [THamberger@beynonsports.com](mailto:THamberger@beynonsports.com)

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**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.14 - Athletic Surfaces:  
Tracks & Courts  
Vendor: Fisher Tracks, Inc

**General Comments:**

- General Attachments:** Additional Information.pdf  
CPC Bond.pdf  
CPC Certificate of Insurance.pdf  
Exhibit A.pdf  
Exhibit B.pdf  
Exhibit C.pdf  
Exhibit D.pdf  
Labor and Services (CPC).pdf  
Pricing Schedule (CPC).pdf  
RFP 21.14 - Pricing Schedule (3).xlsx  
RFP 21.14 - Vendor Questionnaire.docx  
Vendor Forms - Signatures.pdf  
Volume Discounts (CPC).pdf

Full pricing schedule and line of credit (confidential) on file with CPC.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Fisher Tracks, Inc.  
1192 235th Street  
Boone, IA 50036

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
P. O. Box 5001  
Westfield Center, OH 44251

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)

Lakes County Service Cooperative  
1001 E Mount Faith Ave.  
Fergus Falls, MN 56537

**BOND AMOUNT:** \$ Five Thousand And No/100

### PROJECT:

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

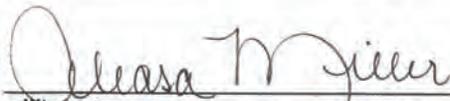
RFP #21.14 - Athletic Surfaces: Tracks & Courts, Cooperative Purchasing Connection, MN

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 20th day of January 2021

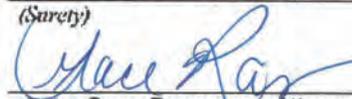
  
\_\_\_\_\_  
(Witness)

Fisher Tracks, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Jordan Fisher, Operations Mngr

  
\_\_\_\_\_  
(Witness) Greg Krier

Westfield Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Grace Rasmussen, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/03/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4058702 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint NANCY DENEUI, GREG KRIER, GRACE RASMUSSEN, JAIMIE KANGAS, JOINTLY OR SEVERALLY

of SIOUX FALLS and State of SD its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of FEBRUARY A.D., 2016.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 03rd day of FEBRUARY A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of January A.D. 2021



Frank A Carrino Secretary Frank A. Carrino, Secretary

**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of Fisher Tracks, Inc. known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_, Notary Public

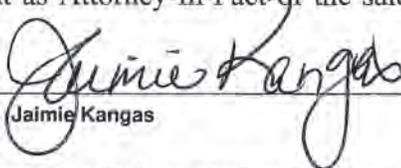
My commissions expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SURETY**

STATE OF South Dakota )

COUNTY OF Lincoln )

On this 20th day of January, in the year 2021, before me personally come(s) Grace Rasmussen, Attorney-In-Fact of Westfield Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD, that he/she is the Attorney-In-Fact of Westfield Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.

  
\_\_\_\_\_, Notary Public

My commissions expires: 9/1/2021

## Vendor Questionnaire

### RFP #21.14 - Athletic Surfaces: Tracks & Courts

#### **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:** Fisher Tracks, Inc

**Company Address:** 1192 235<sup>th</sup> St

**City, State, Zip code:** Boone, IA 50036

**Website:** [www.fishertracks.com](http://www.fishertracks.com)

**Phone:** 515-432-3191

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

	<b>Name</b>	<b>Email</b>	<b>Phone</b>
<b>General Manager</b>	Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12
<b>Contract Manager</b>	Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12
<b>Sales Manager</b>	N/A		
<b>Marketing Manager</b>	Darin Olofson	<a href="mailto:dolofson@fishertracks.com">dolofson@fishertracks.com</a>	515-432-3191 x 16
<b>Customer Service Manager</b>	Sam Fisher	<a href="mailto:sfisher@fishertracks.com">sfisher@fishertracks.com</a>	515-432-3191 x 21
<b>Account Manager(s)</b>	Jodan - Darin - Sam		515-432-3191

**List who will be responsible for receiving updated membership lists.**

<b>Name</b>	<b>Email</b>	<b>Phone</b>
Jordan Fisher	<a href="mailto:jfisher@fishertracks.com">jfisher@fishertracks.com</a>	515-432-3191 x 12

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

<b>Name</b>	<b>Email</b>	<b>Phone</b>
Aleasa Miller	<a href="mailto:amiller@fishertracks.com">amiller@fishertracks.com</a>	515-432-3191 x 10

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

<b>Name</b>	<b>Email</b>	<b>Phone</b>
Aleasa Miller	<a href="mailto:amiller@fishertracks.com">amiller@fishertracks.com</a>	515-432-3191 x 10

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

<b>x</b>	<b>Business Type/Classification</b>
	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:

<b>x</b>	<b>Business Type/Classification</b>
	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.).

The Fisher family business was first incorporated in 1957. By 1977, the sole business was the construction and installation of tracks and tennis courts. Due to age and retirement of some family member, the company in 1999 (at the time known as Atlas Tracks) was split in to two separate businesses. Atlas Tracks retained the original name and works primarily on the West Coast and South America. Sam Fisher took over the Rocky Mountains East, Mexico and the Caribbean and incorporated the new company under the name of Fisher Tracks in 1999.

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

Fisher Tracks employs (3) Certified Track Builders as recognized by the American Sports Builders Association (ASBA). This is a three year designation. In order to maintain this certification a builder must not only demonstrate a proficiency in the knowledge of his or her craft but also obtain continuing education credits. Part of the continuing education credit involves attendance at the American Sports Builders Technical meetings. This keeps a builder up to date on the latest technologies, products, best construction practices, and any rule changes by the applicable governing bodies. At the present there are only 51 Certified Track Builders in the country.

In addition to (3) Certified Track Builders on staff, Fisher Tracks plays an active role in the American Sports Builders Association. Sam Fisher has been the past Track Division President, Chairman of the Association, and been involved in the last six re-writes of the American Sports Builder Association's Track Construction Manual. Additionally, Sam Fisher has also provided numerous classes and sessions at the ASBA meetings towards the continuing education of members. Jordan Fisher (Certified Track Builder) currently serves on the ASBA Board of Directors. Likewise, Darin Olofson (Certified Track Builder) is actively involved in the associations sub committees' and have authored association position papers.

Fisher Tracks Industry involvement, certifications, and continuing education assures an owner the highest quality track surface available. We utilize the latest technology and modern construction practices as dictated by the applicable governing bodies.

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

Fisher Tracks is located in central Iowa, just hours away from Minnesota, South Dakota and North Dakota. Aside from the three account managers, our office manager and three administrative assistants all work hand in hand in the facilitation of client service. In addition we operate multiple installation crew so we have more than enough installation capacity to handle any project or multiple projects that may arise within the tristate region.

### 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.

Fisher Tracks warehouses multiple projects worth of polyurethane binder and rubber at our own warehouse so we can respond quickly to our customer's needs without any delays. In addition, our supplier's inventory millions of pounds of product earmarked specifically for Fisher Tracks, all ready to ship at a moment's notice.

We work with an extensive network of freight companies and brokers to assure that materials are delivered on time, as needed.

We operate multiple installation crews an have the ability to install multiple simultaneous projects within Minnesota, North Dakota and South Dakota at once.

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

Fisher Tracks has completed 38 projects within the tristate region over the past 3 years.

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

The track surfaced is a 15-20 plus year investment for a school district. Depending upon the system, the track surface may only need maintenance once or twice during its life cycle. Therefore we communicate with owners about the history, lifecycle, and age of their facility in order that they must see the full return on their investments. By doing so we are able to maintain a majority of our original installations for our clients.

Fisher Tracks does not employ any commissioned sales people. A quality installation, satisfied customer, and word of mouth are our best sales tools. With that being said, the average tenure of an administrator is only a few years. We have worked with multiple administrators over the years where we have been fortunate enough to install track surfaces for them at more than one school district.

**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.**

No exclusions

**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?**

Buy Board and Tips

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

Buy Board, Tips, NPP.gov

**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).**

No exclusions

## Marketing & Partnership *(30 points)*

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

We attend over 40 state and national conferences each year around the country. Our display and literature places us as a strong proponent of cooperative purchasing. We reach out to all of our existing customers (which are in the thousands now due to the years of installation) and suggest cooperative purchasing as a tool for maintenance and replacement as well as refurbishment of their existing facilities.

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

Fisher Tracks attends multiple school board/superintendent conferences, school business officials, athletic administrator and coaches conferences with the CPS's tri state area.

In addition we have sent letters and/or postcard reminders about whom to call for any track surfacing needs out to our existing customers. This helps keep our name in front of our customers, especially when it comes to providing maintenance.

**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.**

Given that the media and advertising has gone digital, Fisher Tracks no longer does a lot in the way of print advertising. As a result we recently began the arduous task of revamping our website to enhance search engine rankings and maintain a strong online, digital presence. We hope to have these revisions in place within 6-8 weeks. We currently have a link to the CPC on our website. Under our revise site we would have the ability to promote our partnership with CPC under a "what's new" category, blog and or social media posts. In turn we are hoping our increased online visibility not only drives business towards Fisher Tracks, but creates additional awareness about the CPC.

In addition we will continue to attend multiple tradeshows within the tristate area. We actively promote the CPC at all the tradeshows with stand alone posted signage at our display booths, handouts, and brochures. These trade shows not only provide a face to face opportunity to speak with prospective clients to both owner's and designers through verbal communication and posted signage on our display booth(s).

The CPC information will be sent out with all letters and postcards to our existing, potential and future clients.

Fisher Tracks maintains multiple full color, camera ready electronics advertisements. We can typically generate or have generated something within a custom format within a few days.

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

The construction of tracks and specifically track surfaces is a craft. Each one is different from the other. Tracks do not even have to be the same size or shape; they just simply need to be 400 meters on an imaginary path of travel called the measure line. CPC's frequently receive inquires on building tracks and/or other track information and we work hand-in-hand with such as to supply the requested information. Most often that inquiry is referred on to us which we are very prompt in responding to and answering any questions or concerns.

**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.**

As we have now been in cooperative purchasing for over 14 years, we are well versed in the nuances of accounting, sales and customer service for such. Should there be any procedural changes this is something that can be shared and discussed at our weekly team meetings.

## 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.**

**Poly Mat 5k:** Polyurethane base mat system

**Stobitan Base:** Polyurethane base mat system

**Polyurethane structural spray wearing course:** The wearing course of the base mat system and often applied as a maintenance item.

**Poly Mat SS 10K:** Polyurethane base mat with a structural spray wearing course

**Stobitan SC:** Polyurethane base mat with structural spray wearing course  
*World Athletics Certified System (Formerly Known as IAAF)*

**Poly Mat ISS 15k:** Sealed polyurethane base with a structural spray wearing course  
Impermeable System

**Stobitan SSC:** Sealed polyurethane base mat with a structural spray wearing course  
Impermeable System  
*World Athletics Certified System (Formerly known as the IAAF)*

**Poly Mat SW 20K:** Polyurethane base mat sandwich system  
Impermeable System

**Stobitan SW:** Polyurethane base mat sandwich system  
Impermeable System  
*World Athletics Certified System (Formerly known as the IAAF)*

**Stobitan:** Full pour polyurethane track surfacing system  
Impermeable System  
*World Athletics Certified System (Formerly known as the IAAF)*

**Stobitan / Stobitan SW Retopping:** Maintenance retopping application for a polyurethane sandwich system of full pour polyurethane track surface.

**Colored Exchange Zones:** Full depth colored structural spray application or embedded (Sandwich or full pour system) colored exchange zones. This is not a spray paint application.

Fisher Tracks is a single source of responsibility, one stop shop for all an owner's track surfacing needs. We do everything from working with an owner on a new project from the ground up to maintenance, repair and relining of an existing track surface.

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

Fisher Tracks employs (3) Certified Track Builders as recognized by the American Sports Builders Association (ASBA). This is a three year designation. In order to maintain this certification a builder must not only demonstrate a proficiency in the knowledge of his or her craft but also obtain continuing education credits. Part of the continuing education credit involves attendance at the American Sports Builders Technical meetings. This keeps a builder up to date on the latest technologies, products, best construction practices, and any rule changes by the applicable governing bodies. At the present there are only 51 Certified Track Builders in the country.

In addition to (3) Certified Track Builders on staff, Fisher Tracks plays an active role in the American Sports Builders Association. Sam Fisher has been the past Track Division President, Chairman of the Association, and been involved in the last six re-writes of the American Sports Builders Association's Track Construction Manual. Additionally, Sam Fisher has also provided numerous classes and sessions at the ASBA meetings towards the continuing education of members. Jordan Fisher (Certified Track Builder) is currently serving on the ASBA Board of Directors. Likewise, Darin Olofson (Certified Track Builder) is actively involved in the associations sub committees' and have authored associations position papers.

Fisher Tracks Industry involvement, certifications, and continuing education assures an owner the highest quality track surface available. We utilize the latest technology and modern construction practices as dictated by the applicable governing bodies.

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

Click or tap here to enter text. On an existing track a Fisher Tracks representative will meet on site with the owner's representative and make a site inspection of the surface. We can then determine if a facility is in need of maintenance at that point in time or if the surface is in good condition the maintenance can wait a few years. We can then recommend the appropriate maintenance application for that specific track surfacing system.

On a new build Fisher Tracks works closely with the design team from day one. First we verify that there is enough physical space to accommodate the desired footprint of the new track, including safety zones. We discuss what activities are going to be played on the infield. For example a soccer field is wider than a football field. When space allows the track can often be widened to better accommodate a multi-use field and improve safety. If an owner does not already have turf we verify if that is something that might be in their there long term planning. There are certain design considerations with regards to layout of the track that can save an owner money down the road if turf might be in their future. Whether we are building the track as a turn-key ground up project or just installing the track surface we will work to assure that the facility is created utilizing the best as built practices per the American Sports Builders Association and that meets the rules of the governing bodies

**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.**

Orders can be processed based off of a signed bid proposal, purchase order or contract.

Standard materials typically take 10 business days lead time prior to delivery.

All deliveries are scheduled such that Fisher Tracks personnel will be on site of offload and handle the materials. No minimum order required

Track surfacing is outdoor, seasonal construction that is weather sensitive. In the tri state region we are typically looking at an installation season of May through September or sometimes October. New asphalt / concrete needs a minimum cure time of 30 days prior to be surfaced. Other projects are scheduled based upon the order in which we are given the notice to proceed.

**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.**

Fisher Tracks does not use a dealer network. All sales, service and installation are done in house for a single source of responsibility.

**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.**

Once paved all asphalt and concrete paving is inspected by Fisher Tracks personnel in order to make sure that it meets the tolerances of the applicable governing body. We also field verify that everything has been paved dimensionally correct and that the field events have been installed. A field report is then given to the owner's representatives and the installation can then be scheduled based on the owner's schedule.

Once on site the installing foreman and installation crew will lay out, prep the jobsite and install the surface accordingly. During this process we will keep the client apprised of our progress on a regular basis. Upon completion

the jobsite will be picked up in a neat orderly manner and any trash will be properly disposed of. The installing foreman will then do a final walk through with the owner's representative.

**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.**

Fisher Tracks tries to complete the bulk of its work during normal business weekday hours. However, this is seasonal construction and can be subject to weather delays. As a result we do work though weekends. Sometimes we do work evenings in order to facilitate the completion of a project within the narrow time frame we are often given. We typically do not work holidays.

All wages and overtime are based upon applicable governing wage rates. However, In order to provide the best possible customer pricing only standard applicable wage rates are factored into customer pricing.

**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.**

Fisher Tracks has (3) Certified Track Builders (CTB) on staff, as certified by the American Sports Builders Association (ASBA). In order to become a CTB an individual must have multiple years within the industry and pass a rigorous testing process. The CTB is a three year designation and can only be renewed through ASBA's continuing education credits at the technical meetings and or by retesting. At present there are only fifty one CTB's in the country.

Most of our foreman have at least twenty years of track installation experience. Our Foreman often Attend the American Sports Builders Association regional meetings which tend to be geared toward enhancing the knowledge base of the installers in the field. In addition our crews receive in the field, on site, hands on training from our material suppliers with any new technologies.

At least one, if not multiple CTB's will be assigned to each and every project. The CTB will plan and coordinate with the installing foreman to help facilitate a quality installation. The foreman are each given a very detailed work order that is job specific. This work order contains pre-installation and installation details as well as a final completion checklist. This assure that each project is constructed the best "as built" practices of the industry.

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

Fisher Tracks, Inc. guarantees the installation of the track surface to be free from defects in material and workmanship for a period of (5) years from completion of installation.

This guarantee covers track and field use only, and shall not be interpreted as holding Fisher Tracks responsible for any deterioration of the work due to normal use or the abuse of the installation. Abuse of the installation specifically includes but is not limited to the following:

- Use of the track by motor vehicles or equipment
- Use of the track for other than track and field activity (i.e. parades, assembly, bleachers)
- Damage to surface caused by football or soccer
- Vandalism

**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.**

Payments are accepted via check or ACH transfer. There are no additional charges for ACH transfers. Payment is generally due within 30 days of invoice.

**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.**

Value added benefits to CPC participating agencies include Cooperative Purchasing pricing from a qualified, vetted, responsible contractor. An owner can rest assured that their facility is constructed to the best industry practices and is current of any new governing body rules changes.

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

Every project has cost work sheet filled out prior to the submission of prices. This verified we are within the CPC pricing structure. Each job is then costed upon the completion of the work as a cross reference check.

All cooperative purchasing contracts are specially color –coded on our work of the books. This makes it easy for the account managers and all personnel to verify and cross check that a project is recorded correctly

In addition a site visit is made to every facility.

## 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 athletic surfaces: tracks and courts 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**

Redwood Valley High School – Redwood Falls, MN  
(CPC) Removal of the existing track surface and installation of a new Poly Mat  
5K (2019)

**Year of Purchase  
Reference Contact  
Phone  
Email**

2019  
Andy Ourada, AD  
507-644-8063  
aourada@redwoodareaschools.com

**Reference #2 – Company Name  
Service/Product Purchased**

Stanley High School – Stanley, ND  
(CPC) Poly Mat SS 10k – turnkey from the ground up. Started in the fall of 2020  
– summer of 2021 completion

**Year of Purchase  
Reference Contact**

2020-2021  
Heath Hetzel, Foundation Chairman

Phone	701-621-2199
Email	hhetzel@wearwamerian.com

Reference #3 – Company Name	Timber Lake High School – Timer Lake, SD
Service/Purchase Purchased	(CPC) Poly Mat SS 10k – turnkey from the ground up (2018)
Year of Purchase	2018
Reference Contact	Dan Martin, Supt
Phone	605-865-3654 x101
Email	Dan.martin@k12.sd.us

## 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 Pricing**

### **1 - Pricing Schedule**

*Enter the discounted base pricing being offered by your company to CPC participating agencies from list price.*

### **2 - Labor & Services**

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

### **3 - Volume Pricing**

*Please enter any additional volume discounts that your company is offering.*

# 1 - Pricing Schedule

\*Please note this workbook has multiple tabs.

**Instructions.** The Technical Specifications refer to the type and quality of products and services being offered. Please complete the following form for all athletic surfaces: tracks and courts, equipment, services, supplies, and related items that are being solicited. The pricing entered on this form affirms that your organization has accepted the specifications to obtain, deliver, and provide the goods and services requested. Each respondent is encouraged to offer its complete product list and provide the best prices. Enter your company's standard list price in column E and enter the percent discount offered to CPC members in column F. Please note, column G will automatically calculate once numbers are entered in column E and F. **Respondent must identify how shipping charges are applied if they are not included in the offered base pricing. Please note this is a required form.**

**Responding Company's Name:**

**Fisher Tracks Inc**

**REQUIRED FORM**

**Installation of New Running Track or Court Surface on a Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

6 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a Polyurethane Track's Base Mat running track include all material and labor	Fisher Tracks Inc	FT 5k	Sq. Ft.	\$ 2.75	5%	\$ 2.61
To install a Polyurethane Track's Base Mat Structural running track include all material and labor	Fisher Tracks Inc	FT 10k	Sq. Ft.	\$ 4.10	5%	\$ 3.90
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor	Fisher Tracks Inc	FT 20k	Sq. Ft.	\$ 6.60	5%	\$ 6.27
To install a Polyurethane Tracks' Full Pour (Impermeable) running track include all material and labor	Fisher Tracks Inc	FT 25k	Sq. Ft.	\$ 8.10	5%	\$ 7.70
To install a Pre-manufactured Rubber Track include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!

8 Lane Track	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Latex running track include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a Polyurethane Track's Base Mat running track include all material and labor	Fisher Tracks Inc	FT 5k	Sq. Ft.	\$ 2.57	5%	\$ 2.44
To install a Polyurethane Track's Base Mat Structural running track include all material and labor	Fisher Tracks Inc	FT 10k	Sq. Ft.	\$ 3.85	5%	\$ 3.66
To install a Polyurethane Track's Base Mat Sandwich running track include all material and labor	Fisher Tracks Inc	FT 20k	Sq. Ft.	\$ 6.33	5%	\$ 6.01
To install a Polyurethane Track's Full Pour (Impermeable) running track include all material and labor	Fisher Tracks Inc	FT 25k	Sq. Ft.	\$ 7.76	5%	\$ 7.37
To install a Pre-manufactured Rubber Track include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!

Courts	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install a Singles Tennis Court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a Doubles Tennis Court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a Basketball Court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!

**Installation of a Running Track or Court's Concrete or Asphalt Base, Add more lines as needed for product and services not specified:**

Description	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
To install an asphalt base for 6 lane running track include all material and labor	See Attached		Sq. Ft.			\$ -
To install an asphalt base for 8 lane running track include all material and labor	See Attached		Sq. Ft.			\$ -
To install a concrete base for 6 lane running track include all material and labor	See Attached		Sq. Ft.			\$ -
To install a concrete base for 8 lane running track include all material and labor	See Attached		Sq. Ft.			\$ -
To install an asphalt base for tennis or basketball court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a concrete base for tennis or basketball court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
To install a post-tension concrete base for tennis or basketball court include all material and labor	N/A	N/A	Sq. Ft.	N/A	N/A	#VALUE!
Preparation, cleaning of existing stable asphalt/concrete base, prior to installation of track or court surfacing	See Attached		Sq. Ft.			\$ -
Patching existing stable asphalt/concrete base, prior to installation of track or court surfacing	See Attached		Sq. Ft.			\$ -

**Running Track and Event Striping - Add more lines as needed for product and services not specified**

Acrylic Paint Striping for All Weather Latex Running Tracks	Manufacturer	Manufacturer Number	Unit of Measure	Catalog/List/Retail Price	Percent Discount	Net Price To Member
New striping of 1 lane	N/A		Lane			\$ -
New striping of 2 lane	N/A		2 Lanes			\$ -
New striping of 3 Lanes	N/A		3 Lanes			\$ -
New striping of 4 Lanes	N/A		4 Lanes			\$ -
New striping of 5 Lanes	N/A		5 Lanes			\$ -
New striping of 6 Lanes	N/A		6 Lanes			\$ -
New striping of 7 Lanes	N/A		7 Lanes			\$ -
New striping of 8 Lanes	N/A		8 Lanes			\$ -
New striping of additional lane	N/A		Lane			\$ -







## Pricing Schedule

### Installation of a running track or court's concrete or asphalt base

The price point of oil can vary dramatically state by state. This can dramatically affect asphalt pricing, especially when dealing with a tri state area.

Asphalt must be kept at a specific temperature in order to be useable. This temperature must be maintained during the shipping and transit of the material to the jobsite. Therefore this material must be purchased from a local batch plant within proximity of a jobsite. The distance from the batch plant affects the freight charge and can dramatically impact the cubic yard price of material. This is why there are mobile batch plants along federal highway projects in order to help keep the cost down.

The availability of suitable rock at the local quarry can also impact pricing. For example, some regions have a lot of iron pyrite in their rock. This can eventually bleed through the pavement and or track surfacing in the form of "rust spots." Therefore rock must be hauled to the batch plant from a greater distance which incurs additional freight charges to the unit price.

Due to all of the unknown variables and in fairness to our customers, we cannot establish a set unit price. Asphalt and concrete will be purchased from a localized source near the project location.

Because of all of the unknown variables and the vast geography Fisher Tracks cannot list a specific unit price for these items. Materials will be purchased from a localized source within proximity to the jobsite. In order to keep an owner's costs down Fisher Tracks will only add to for bonding, insurance and installation oversite.

Preparation, cleaning of existing stable asphalt/ concrete base prior to installation of track or court surfacing: All tracks, whether new or existing are cleaned and receive a coat of polyurethane primer for proper adhesion prior to surfacing. This is standard protocol at no additional charge

Patching existing stable asphalt / concrete base, prior to installation of track or court surfacing: Minor bird baths or ponds can often be mitigated with two component polyurethane at no cost to the owner. If the repairs involve trying to correct planarity or involve full depth asphalt or concrete repairs those materials would be sourced locally, at local applicable rates.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)





### **Miscellaneous Materials**

The preferred sand of sand pits is bunker sand which is not often readily available. This material may have to be freighted in from long distance. Otherwise appropriate sand will have to be imported from a local quarry at given market prices in the area.

Not applicable on other materials

### **Drainage**

Can vary dramatically from a French drain, surface drain to a slot drain or trench drain

### **Curbing**

Removable Track Curbing: Not a distributor, dealer or manufacturer of such

Concrete curbing: Can vary dramatically depending upon design, depth and subbase materials

Asphalt curbing: Not applicable for tracks

### **Miscellaneous Items**

Subject to local applicable seed and sod prices



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### Volume Discounts

Volume discounts do not apply. However the greater the square yardage or square footage of a project, the greater the economy of scale. Therefore the unit prices may reduce slightly as the yardage increases.



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## Vendor Forms & Signatures

### RFP #21.14 - Athletic Surfaces: Tracks & Courts

#### **Instructions**

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

To submit the required forms, follow these steps:

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

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

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

# Addendum Acknowledgement

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

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

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

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

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

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

\_\_\_\_\_  
*Date*

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

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

**1/25/2021**  
\_\_\_\_\_  
*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.

<b>Business Name</b>	<u>Fisher Tracks, Inc</u>	<b>Date</b>	<u>January 25, 2021</u>
<b>Address</b>	<u>1192 235th St</u>	<b>City, State, Zip</b>	<u>Boone, IA 50036</u>
<b>Contact Person</b>	<u>Jordan Fisher</u>	<b>Title</b>	<u>Operations Manager</u>
<b>Authorized Signature</b>		<b>Title</b>	<u>Operations Manager</u>
<b>Email</b>	<u>jfisher@fishertracks.com</u>	<b>Phone</b>	<u>515-432-3191 x 12</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 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 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	JF
2. Termination for Cause of Convenience	Yes	JF
3. Equal Employment Opportunity	Yes	JF
4. Davis-Bacon Act	Yes	JF
5. Contract Work Hours and Safety Standards Act	Yes	JF
6. Right to Inventions Made Under a Contract or Agreement	Yes	JF
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JF
8. Debarment and Suspension	Yes	JF
9. Byrd Anti-Lobbying Amendment	Yes	JF
10. Procurement of Recovered Materials	Yes	JF
11. Profit as a Separate Element of Price	Yes	JF
12. General Compliance with Participating Agencies	Yes	JF

Fisher Tracks, Inc

Name of Business



Signature of Authorized Representative

Jordan Fisher/Operations Manager

Printed Name/Title

1/25/2021

Date

# Subcontractor Utilization Form

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

Solicitation Name: Athletic Surfaces: Track & Courts  
Solicitation Number: RFP #21.14  
Vendor Name: Fisher Tracks, Inc

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

Company Name: See Attached  
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: \_\_\_\_\_



### Subcontractor Utilization Form

We possible we often try to use local contractors for the various facets of sub base and asphalt construction. This helps keep some money within the community. Why bring an out of state contractor to do the concrete work for example when the local contractor is perfectly capable. Furthermore, because the local contractor is doing something for the school and the recognition that comes with that, they tend to sharpen their pencil so to speak. This in turn saves the owner additional funds

It's very expensive to haul heavy equipment up and down the highway, especially within a tri-state area. Utilizing the local skilled contractors helps keep the overall cost down for the owner and community.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)



## 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](http://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. <b>*Signatures Required</b>
✓	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"> <li>Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).</li> </ul>	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

Jordan Fisher - Operations Manager

Printed Name/Title

1/25/2021

Date



**Exhibit A**



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)



### Mission Statement

Fisher Tracks, Inc. is the "Contractor of Choice" for the construction of synthetic running tracks.

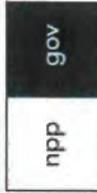
We will provide:

- The industry's highest quality workmanship
- The most cooperative and knowledgeable people to work with
- The most reliable products and dependable service in the industry

[www.fishertracks.com](http://www.fishertracks.com)

800-432-3191

Contact us regarding the availability of co-operative purchasing in your area



COOPERATIVE  
*Purchasing*  
CONNECTION



**Fisher Tracks, Inc.**

Corporate Office  
1192 235th Street  
Boone, IA 50036  
800-432-3191  
515-432-3191  
fax: 515-432-3193



# EXPERIENCE PERFORMANCE INNOVATION

For Fisher Tracks, track innovation and installation is no sport. It's our business. The Fisher Family has 50 years of experience and has been located in the Midwest since 1983.

Fisher Tracks, Inc. is an active member of the **American Sports Builders Association** and has (3) **Certified Track Builders** on staff to help you with your needs. We adhere to the Association's high standards and ethics, and are committed to providing our customers with the industry's latest in technological advances along with time-tested installation methods.

Fisher Tracks installs a full spectrum of running track surfaces. There is an innovative and affordable solution to your running track needs. Our design-build and our design-bid-build capabilities allow an owner to have the maximum return on their track investment.

All Fisher Tracks' products have been proven in the field with installations across the country. We use no subcontractors so you are assured of a single source of responsibility.

Fisher Tracks carries a complete line of maintenance products from crack fillers to patch kits and blowers for cleaning. We offer prefabricated polyurethane and rubber surfacing for event areas as well as lightweight cross-over track protectors and fabric pit covers for the long jump / triple jump sand pits.

PLEASE CALL  
1-800-432-3191



**Partnered Vendor Contract #17.8 - ATC**

NDESC and its purchasing program is an integral part of schools across North Dakota.  
The North Dakota Educators Service Cooperative is a joint powers organization of school districts  
To learn more, go to [www.ndesc.org](http://www.ndesc.org).

### LOCAL AND NATIONAL VENDORS MAKE UP OUR GROWING PORTFOLIO

- |                       |                                 |                        |
|-----------------------|---------------------------------|------------------------|
| Athletics             | Supplies – Office and Classroom | Vehicles               |
| Buildings and Grounds | Technology                      | Food Service           |
| Security              | Paper                           | Software and Web Based |
| Furniture             | Copiers                         | Professional Services  |

We provide you with your own online marketplace, Express!  
This unique benefit allows you to purchase products and services using only one login and password; no reference codes needed and discount pricing guaranteed. And you customize the approval process!  
Go to [www.ndesc.org](http://www.ndesc.org) to register now.



#### COMPETITIVE

More than 50 vendors provide significant discounts on quality products.

#### COMPETITIVE

Our partnered vendors meet the competitive solicitation requirements so you can purchase off contracts without needing to bid on your own. That saves time and money.

North Dakota statute §54-40.3 of the North Dakota Century Code

#### CONVENIENT

As a participating agency, you know and trust the cooperative purchasing program. You know from experience using an NDESC contracted vendor saves staff time and resources.

**Contact the CPC/NDESC at 888-337-2005**

# COMPETITIVE COMPLIANT CONVENIENT

COOPERATIVE  
*Purchasing*  
CONNECTION



Partnered Vendor Contract #17.8 – ATC

Service cooperatives, and their purchasing program, are an integral part of communities across the state. Empowered by legislation passed in 1976, eight service cooperatives in Minnesota created the Cooperative Purchasing Connection (CPC) which also serves participating agencies in North and South Dakota. More than 3,000 schools, cities, counties and nonprofits participate in CPC.

To learn more, go to [www.purchasingconnection.org](http://www.purchasingconnection.org).

## LOCAL AND NATIONAL VENDORS MAKE UP CPC'S GROWING PORTFOLIO

Athletics	Supplies – Office and Classroom	Vehicles
Buildings and Grounds	Technology	Food Service
Security	Paper	Software and Web Based
Furniture	Copiers	Professional Services

CPC provides you with your own online marketplace, Express!

This unique benefit allows you to purchase products and services using only one login and password; no reference codes needed and discount pricing guaranteed. And you customize the approval process!

Go to [www.cpcexpress.org](http://www.cpcexpress.org) to register now.



### COMPETITIVE

More than 50 vendors provide significant discounts on quality products.

### COMPLIANT

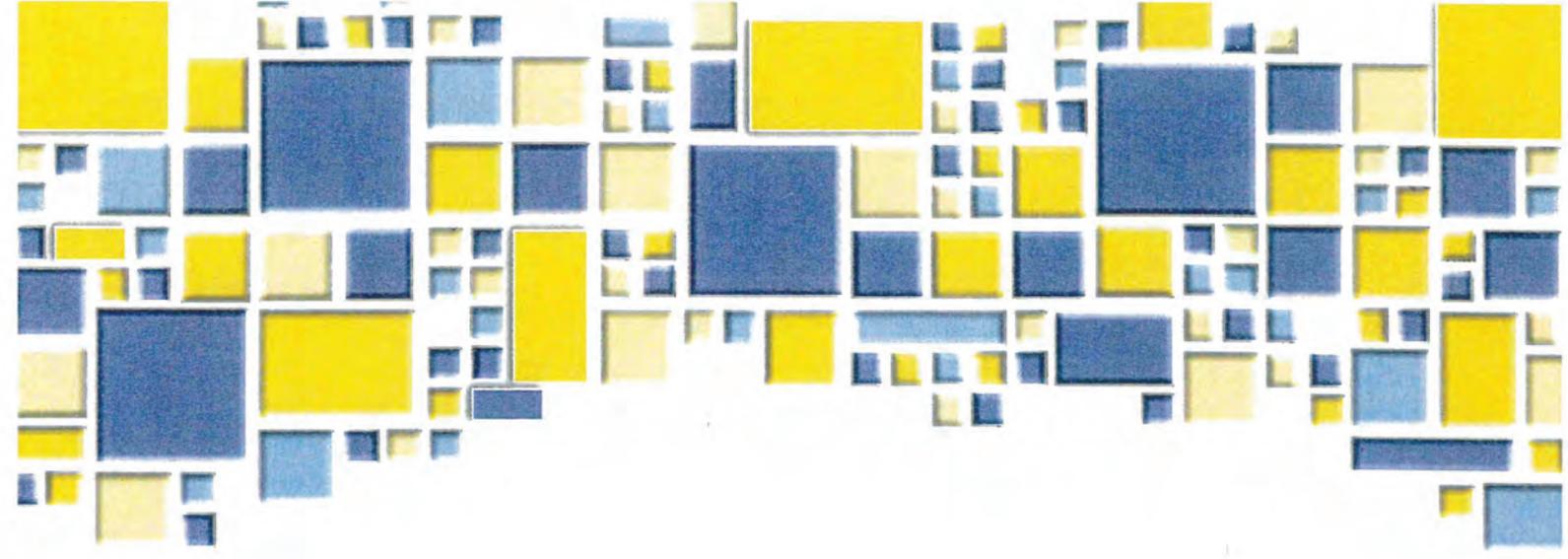
CPC's partnered vendors meet the competitive solicitation requirements so you can purchase off contracts without needing to bid on your own. That saves time and money.

Minnesota statute §123A.21 and 471.345 subdivision 15  
North Dakota statute §54-40.3 of the North Dakota Century Code  
South Dakota statute §5-18A-37

### CONVENIENT

As a participating agency, you know and trust the cooperative purchasing program. You know from experience using a CPC contracted vendor saves staff time and resources.

Contact the CPC Team: [www.purchasingconnection.org](http://www.purchasingconnection.org) or 888-739 3289



# PARTNERED VENDOR

COOPERATIVE

*Purchasing*

CONNECTION

[purchasingconnection.org](http://purchasingconnection.org)  
1-888-739-3289



DATE: January 22,2021

TO: Cooperative Purchasing Connection

FROM: Fisher Tracks, Inc.

RE: Financial Statement

Fisher Tracks Inc. has been in business under the present name since 1999. We have been under the continuous ownership of the Fisher family for over 60 years as Atlas Tracks and Fisher Tracks. Because of our size and our geography, we opted to split into two companies at the beginning of 1999 with Atlas Tracks taking the West Coast and South America and Fisher Tracks taking the rest of the United States and the Caribbean. Our primary and, really, only business is the manufacture and installation of synthetic running surfaces.

The President of Fisher Tracks is Sam Fisher. Fisher Tracks is incorporated in the State of Iowa. Sam Fisher is a Certified Track Builder of which there are just over 40 across the United States. He is also the past president of the Track Division as well as the past Chairman of American Sport Builders.

We have completed work in 27 different states last year alone. We operate 6 installation crews during the season and installed over 140 projects again last year. Since 2011, we have received over 30 facility of the year awards from American Sports Builder Association; more than any other company.

We use no subcontractors in the installation of the synthetic track surface. The installation is all done by our own crew people, thereby insuring a single source of responsibility. Our employees, for the most part, are long-term employees because they are well paid and paid on a timely fashion. Of course, all payroll taxes and fringe benefits are paid to date including the retirement plan.

Our bonding company is Westfield Insurance Company, which has an AM Best Rating of A. Their financial size category is XV, which is surplus greater than \$2,000,000,000. Our agent is Brian Deimerly, AFSB, an Account Executive with Holmes, Murphy & Associates of West Des Moines, Iowa (phone #800-247-7756). We have never been denied a bond based on capacity, even at our busiest time of the year. We have never been denied a single bond on any project tackled. We do a fair amount of work from the ground up on a design/build basis.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)



Our current EMR is 1.10. We have an excellent Worker's Compensation record as well as bonding record (which allows us the lowest bonding rate available per thousand); we enjoy the ability to bid very competitively.

Our bank is Northwest Bank, 213 Duff Ave Ste. 3, Ames, IA 50010. Our contact is Douglas Ragaller (515-231-6590). Our current line of credit is more than adequate to support us through the construction season. Schools are always very good at paying, but they are also notoriously slow.

Our accounting firm is Houston & Seeman PC, 724 Story Street Boone, IA 50036. Our accountant is Eric Seeman (515-432-1176). He is available to contact with any questions regarding our financials.

Our total amount of work in progress presently is in the millions. Our total volume each year is obviously substantially more than that. Sam Fisher (President) has been in the track business since 1982. The key office employees each have over 15 years experience. We have key foreman that have been with us for more than 10 and 15 years in most cases. These are salaried employees with all of the fringe benefits and security of working for a successful company. We have never failed to show a profit in any one year.

This track business is a highly competitive business. Because it is a craft, there is a lot of inquiries and curiosity about other companies with respect to proselytizing key people as well as finding out how they achieve their success, etc. We are very guarded with our dollar amounts and, in fact, really do not advertise even our size with respect to installation crews. I think our bonding capacity as well as size and longevity in the business should more than speak for itself with respect to our strengths. We are very guarded with our size and our financial strength, in part due a litigious and sue happy society. This is standard, common business practice for any private company. We simply do not wish to have our financial and other pertinent dollar figures made part of a public record.

I would be more than happy to meet on site with the owners and any other concerned parties to address any questions or concerns. I would be happy to bring a financial and/or installation list along, but I simply do not want these things made part of a public record that could be accessed by others. The unions, for example, have every right, so they have indicated, to be made privy to any and every document on a public project. It is unfortunate, yet I understand the reason for this request for qualifications. It gives the owner an opportunity to discount an irresponsible bidder. Hopefully we have shown our responsibility and, again, would be happy to address any concerns or questions personally.

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 37265

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FISHER TRACKS, INC.** whose address is in BOONE, IA, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

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

Dated: January 13, 2021

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

ORGANIZATIONAL ID #: FB035100

I, **Jason M. Gant**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **FISHER TRACKS, INC. (IA)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this April 21, 2011.



Jason M. Gant  
Secretary of State

Cert of Authority Merge

ISSUE DATE: 05/24/05  
EXPIRATION DATE: NONE  
LOCATION: 1192 235TH ST  
BOONE IA 50036-7121  
USA  
LICENSE: 73-001-421487005E-ET-001 Contractor Excise Tax



**This license entitles the business or person to whom it is issued to transact whatever business or activity is specified on this license until it expires or is cancelled.**

FISHER TRACKS INC  
1192 235TH ST  
BOONE IA 50036-7121  
USA

A handwritten signature in black ink, appearing to read "Gary R. Viken".

Gary R. Viken

NON-TRANSFERABLE

**Secretary of Revenue & Regulation**

State of Minnesota

**SECRETARY OF STATE**

Certificate of Reinstatement

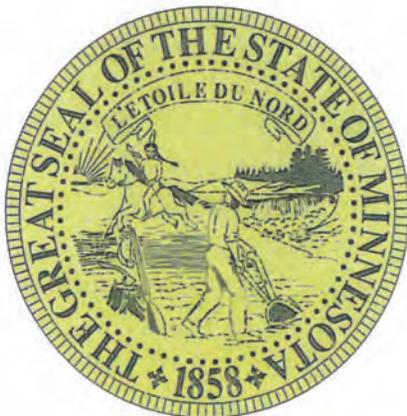
I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The corporation listed below has filed an application for reinstatement on this date; that the corporation is hereby reinstated as of this date and is authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions set forth in Minnesota Statutes, Chapter 303.

Name of Corporation in Minnesota: Fisher Tracks, Inc.

Corporate Charter Number: 97724

Date of Reinstatement: 05/03/2006

This certificate has been issued on 05/03/2006.



*Mary Kiffmeyer*  
Secretary of State

**Registration Services**

Mail Station 4410 St. Paul, MN 55146-4410  
Phone: (651) 282-5225 Fax: (651) 297-2265  
(800) 657-3605 TDD: (651) 297-2196  
Minnesota Relay Service (800) 627-3529

FISHER TRACKS INC  
1192 235TH ST  
BOONE IA 50036-7121

July 26, 1999

This letter confirms that your business is registered with the State of Minnesota, Department of Revenue, and has been assigned a **Minnesota Tax Identification Number**.

**Please keep this letter as proof of registration.**

The number assigned to your business is **4429827**.

Your business has been activated for the following tax(es):

<b>Tax Type</b>	<b>Effective Date</b>	<b>Filing Cycle</b>
Withholding Tax	Apr 1 1999	Quarterly
Use Tax	Apr 1 1999	Annually

If sales tax is listed above, this letter constitutes your permit to make taxable sales. If sales tax is not listed above, this is not a sales tax permit, and you are not authorized to make taxable sales.

**Tax permits are not required to be displayed.**

If withholding tax is listed you will receive a book of customized forms in four to six weeks. Start using the customized forms instead of the blank forms as soon as you receive them. Keep the instructions and tables as you will need them throughout the year.

The Department of Revenue provides information and services to help you comply with the tax laws. If you have questions about how to comply or if information about your business changes, please let us know. We can be reached at (651) 282-5225, toll free 1-800-657-3605 or you can stop by any of our offices. We are open Monday through Friday from 7:30 a.m. to 4:30 p.m.



Exhibit D – Manufacturer Authorized Dealers / Installer – Name of Company

Fisher Tracks does not use any dealers or distributors. Nor do we subcontract any portion of the track surfacing installation. This way an owner is assured of a single source of responsibility.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)





While every track must be 400 meters, every track layout is unique. Track construction is a specialty craft. Fisher Tracks will work with the owner's representative and design team to customize a track facility to meet every school's needs, budget and applicable governing body standards.



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800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)





# Certificate of Membership

*This is to certify that*

**Fisher Tracks, Inc.**  
Is a Member of the Builder Division  
of the

*American Sports Builders Association*

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*

*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on June 1, 1999.*



*George J. [Signature]*  
Secretary

*[Signature]*  
Chairman



# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board*

*Has Conferred Upon*

**Sam Fisher**

*The Designation*

**CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF RUNNING TRACK CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 3<sup>rd</sup> day of December, 2018

Certification expires: December 31, 2021

Executive Director

Certification Chairman





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Darin Olofson**

*The Designation*

**CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF RUNNING TRACK CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 31<sup>st</sup> day of December, 2019

Certification expires: December 31, 2022.

Executive Director

Certification Chairman





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Jordan Fisher**

*The Designation*

**CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF RUNNING TRACK CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 3<sup>rd</sup> day of December, 2019

Certification expires: December 31, 2022.

A handwritten signature in black ink, appearing to read "Sean Fisher", written over a horizontal line.

Executive Director

A handwritten signature in black ink, appearing to read "Sean Fisher", written over a horizontal line.

Certification Chairman





**Describe how your company will position the contract to CPC's participating agencies if awarded:**

Fisher Tracks attends multiple school board / superintended conferences, school business officials, athletic administrators, facility managers and coach's conferences within the CPC's tristate area. The CPC placard is prominently displayed on our podium or table top display. We use the face to face time at these tradeshows to discuss the option and merits of cooperative purchasing. The CPC is listed in our Fisher Tracks brochures and on our website. In our correspondence, bid proposal and in person school board meetings and site visits we again discuss the option and benefits of cooperative purchasing and how it can put an owner in the driver's seat so to speak. We discuss the cost savings of advertising, preparing bid documents and the ability to fast track a project at the CPC' discounted competitive pricing. As CPC vendors are vetted through the contract award process it can save an owner the awkward task of trying to decide on the lowest responsible bidder, not just the low bid.

**Describe any "added value" attributes being offered to CPC's participating agencies when purchasing through your company. Describe any "value adds" that is exclusive to CPC and the potential resulting contract:**

Many owner's want a single source of responsibility as a "turnkey project." We feel a huge added value to CPC is in conjunction with other CPC members such as bleachers, lighting, scoreboards, etc. As we do many projects from the ground up we have the reputation and experience to pull all of these facets together even though the individual contractors are working directly with the district as a CPC member.

Fisher Tracks has received 33 national awards over the last 11 years from the American Sports Builders Association for track facility construction. Many of these projects were from the ground up and many were through cooperative purchasing. Fisher Tracks has an installation list that is well over 750 completed projects. The award winners are all highlighted within this installation list. We feel that this not only puts Fisher Tracks but CPC in a much stronger position with a prospective purchaser and the confidence to move forward. Nine of these awards represent tracks within the tristate CPC region. We currently have 148 track projects listed in our installation list that represent North Dakota, South Dakota and Minnesota.



Fisher Tracks, Inc.  
1192 235th Street • Boone, IA 50036  
800-432-3191 • 515-432-3191 • FAX 515-432-3193  
[www.fishertracks.com](http://www.fishertracks.com)





What is the value of the potential resulting contract as compared to your other cooperative contracts (i.e. BuyBoard, NPP, TIPS):

One of the biggest values in working with CPC is the coordinator/coordinators willingness to reach out to prospective purchasers to answer any questions, assurance of meeting the state bidding requirements and the integrity and veracity of the contracting company. In addition the marketing materials provided and direct marketing of CPC products and vendors is an invaluable asset. This supports has certainly been instrumental for Fisher Tracks and we feel the relationship goes both ways with the unwavering support of CPC. This level of support and marketing does not exist with BuyBoard, NPP or TIPS.



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## **Evaluation Committee Report**

### **RFP #21.14 - Athletic Surfaces: Tracks & Courts**

#### **Description of Solicitation**

CPC issued a Request for Proposal (RFP) for Athletic Surfaces: Tracks and Courts on January 4, 2021. The solicitation intends to secure an experienced Vendor(s), equipped with the necessary resources and capabilities to provide a broad line of quality supplies, materials, and services as it relates to a turnkey athletic surface such as running tracks and athletic courts at consortium level discounted pricing.

The solicitation was due on February 2, 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 were Julia Dangerfield, CPC Program Representative; Jerome Evans, CPC Program Representative; and Melissa Mattson, Manager of Administrative Services at Lakes Country Service Cooperative.

Two (2) proposals were received by the submission deadline. They include Beynon Sports Surfaces and Fisher Tracks. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Both proposals were found to be compliant and deemed responsive. The Evaluation Committee was able to conduct their technical evaluation in the weeks of February 8 and 15, 2021, and the pricing evaluation during the week of February 22, 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.

Clarification was requested from Beynon Sports Surfaces regarding where installation crews will be mobilizing from, other cooperatively held contracts including the AEPa FieldTurf contract, as well as certifications held by Beynon Sports Surfaces. Answers were provided and sufficient for the evaluation committee to evaluate.

Clarification was also requested of Fisher Tracks regarding how a potential contract will be marketed and positioned, value-adds of the contract, as well as other cooperatively held contracts. Answers were provided and sufficient for the evaluation committee to evaluate.

The evaluation committee agreed on the following:

### **Beynon Sports Surfaces**

1. An experienced company that knows what they are doing based on business tenure, installations, etc.
2. Unsure about the number of dedicated personnel.
3. The evaluation committee has concerns about the number of contracts they currently hold, but there is still not a lot of business as a result of those contracts (tri-state). Concern over proximity to tri-state area and costs associated with mobilization of installation crews.
4. See cooperative purchasing as a value, but the number of projects doesn't seem to correlate.
5. Are the manufacturer of their product.
6. Beynon is currently available through AEPA/FieldTurf contract, a contract already in place with CPC.
7. The marketing plan is thorough and well-thought-out, with concerns on actionable and deliverable items. Plan to list CPC on their website. Concern on how the contract will be positioned against the other contracts, essentially getting lost in the shuffle.
8. Concerns were noted about costs associated with a basic site condition survey, etc. (e.g., flight costs).
9. Addressed concrete asphalt run-around and how prices are obtained for those products/services based on location and turnkey service.
10. Installation crews will mobilize out of Texas, costs will essentially be higher to get the job done.
11. Minimal to no options that are exclusive to CPC members.
12. Minimum order (standard track size), otherwise prices would increase.
13. The pricing and services proposed are equal to AEPA/FieldTurf offering; significantly higher than that of Fisher Tracks.

### **Fisher Tracks**

1. A qualified and experienced vendor that knows what they are doing based on business tenure, installations, etc.
2. Viable and active within the industry with being on national boards, industry boards, trainers, certification holders, etc.
3. Product is stored in-house, in Iowa, so they should not see delays due to shipping, etc.
4. Smaller, dedicated core team to work with a resulting contract.
5. Proximity and number of projects completed in the Midwest is a plus; showing the capability to serve members in the tri-state area.
6. Utilizes more one-on-one marketing, conferences, word of mouth. Plans include an upgraded and updated website with the intent to grow their social media presence. Very reliant on relationships.
7. Tracking, quoting, and auditing color system for contracts is a plus.
8. Addressed concrete asphalt run-around and how prices are obtained for those products/services based on location and turnkey service.
9. All work is completed in-house or provided as an "all-in" solution for the agency.
10. They will work to get the job done as quickly as possible, playing the weather, but have flexibility being closer in proximity.
11. No value specific or exclusive to CPC.
12. The pricing and services proposed are priced significantly better than Beynon Sports Surfaces. Travel, per diem, and mileage costs were significantly less than Beynon Sports Surfaces.

## Recommendation

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

DocuSigned by:  
*Julia Dangerfield*  
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Julia Dangerfield, CPC Program Representative

DocuSigned by:  
*Jerome Evans*  
D76B5DE7CED34A5...

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Jerome Evans, CPC Program Representative

DocuSigned by:  
*Melissa Mattson*  
F38C1E1B0DA8488...

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Melissa Mattson, Manager of Administrative Services  
Lakes Country Service Cooperative

DocuSigned by:  
*Lisa Truax*  
9AB8C86EB0B9422...

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Lisa Truax, Procurement Solutions Coordinator

1 Attachment/Exhibit A  
Scoring Spreadsheet

cc: Procurement File

**Exhibit A****RFP #21.14 - Athletic Surface: Tracks & Courts  
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	-
<b>Total Technical Points</b>	<b>150</b>
<b>Pricing Schedule</b>	
1 - Price Schedule	55
2 - Labor & Services	35
3 - Volume Discount *optional	10
<b>Total Pricing Points</b>	<b>100</b>
<b>Total Score</b>	<b>250</b>

		Beynon Sports Surfaces, Inc.	Fisher Tracks, Inc.
Criteria	Points	Average Points Awarded	Average Points Awarded
Qualifications & Experience	50	38	43
Marketing & Partnership	30	28	27
Financials & Level of Support	5	4	4
Industry-Specific Information	60	50	52
Exceptions & Deviations	5	3	5
References	-	-	-
<b>Total Technical Points</b>	<b>150</b>	<b>123</b>	<b>132</b>
Proceed to Pricing Evaluation?	Yes/No	Yes	Yes
<b>Pricing Proposal</b>			
1 - Price Schedule	55	37	50
2 - Labor & Services	35	22	30
3 - Volume Discount *optional	10	3	3
<b>Total Pricing Points</b>	<b>100</b>	<b>62</b>	<b>83</b>
<b>Total Score</b>	<b>250</b>	<b>185</b>	<b>215</b>

March 8, 2021

Fisher Tracks, Inc.  
Attn: Jordan Fisher, Operations Manager  
1192 235th Street  
Boone, IA 50036

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**Award Decision, RFP #21.14 - Athletic Surfaces: Tracks & Courts**

---

Dear Jordan Fisher:

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

March 8, 2021

Beynon Sports Surfaces, Inc.  
Attn: Terry Caruccio, Dir. Of Contract Administration  
16 Alt Road  
Hunt Valley, MD 21030

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**Award Decision, RFP #21.14 - Athletic Surfaces: Tracks & Courts**

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Dear Terry Caruccio:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #21.14 - Athletic Surfaces: Tracks & Courts.

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. The evaluation team did not select your proposal for award.

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

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

Regards,



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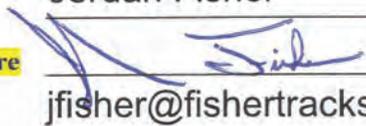
Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

## 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>Fisher Tracks, Inc</u>	Date	<u>January 25, 2021</u>
Address	<u>1192 235th St</u>	City, State, Zip	<u>Boone, IA 50036</u>
Contact Person	<u>Jordan Fisher</u>	Title	<u>Operations Manager</u>
Authorized Signature		Title	<u>Operations Manager</u>
Email	<u>jfisher@fishertracks.com</u>	Phone	<u>515-432-3191 x 12</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  6D9BB132BB3040A...

Name Printed or Typed Jane Eastes, Deputy Executive Director

Awarded this 8th day of March, 2021 Contract Number 21.14 - FTI

Contract to Commence April 1, 2021