



Solicitation Number: RFP #031022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Robbins Inc., 4777 Eastern Ave., Cincinnati, OH 45226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 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 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Robbins Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:56 PM CDT

DocuSigned by:
John Ficks
By: 99B8142ABEDC4B8...
John Ficks
Title: Global Sales & Marketing Manager
Date: 5/31/2022 | 10:06 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/31/2022 | 10:07 AM CDT

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name: Robbins Inc.
Address: 4777 Eastern Ave
Cincinnati , Ohio 45226
Contact: John Ficks
Email: jficks@robbinsfloor.com
Phone: 513-619-5975
Fax: 513-871-7998
HST#:

Submission Details

Created On: Thursday February 03, 2022 13:12:26
Submitted On: Wednesday March 09, 2022 15:01:30
Submitted By: John Ficks
Email: jficks@robbinsfloor.com
Transaction #: 2c913eae-ba4c-49df-949a-cbb35f01ef68
Submitter's IP Address: 165.225.57.168

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Robbins Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Robbins offers sports flooring products under the brand name, Robbins Sports Surfaces(r).
4	Provide your CAGE code or DUNS number:	Cage: 4R989 DUNS: 055105944 Federal ID #: 31-0794597
5	Proposer Physical Address:	Robbins Inc. Robbins Sports Surfaces 4777 Eastern Ave., Cincinnati, OH 45226 (513) 871-8988
6	Proposer website address (or addresses):	www.robbsfloor.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Ficks Global Sales & Marketing Manager 4777 Eastern Ave., Cincinnati, OH 45226 jficks@robbsfloor.com (513) 619-5975
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above.
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary (Beth) Smith Vice President of Sales Administration 4777 Eastern Ave., Cincinnati, OH 45226 bsmith@robbsfloor.com (513) 619-5934

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Robbins is proud to have earned a Sourcewell vendor contract in 2014 & 2018, this milestone has become a key component of our history and recent success in meeting the needs of the college, university, municipal and K-12 Sourcewell member markets. We appreciate the opportunity to submit this RFP response and the additional opportunity to meet future Sourcewell community demand. Robbins is eager to continue its partnership with the Sourcewell member community.</p> <p>Robbins, Inc. Profile Overview</p> <p>Robbins, Inc. is the premier supplier of high performance maple and synthetic sports flooring systems to the NBA, WNBA, NCAA, College & University, Arena, K-12, Government Institutional, religious and fitness markets. In more than 60 nations around the world athletes compete and practice on millions of square meters of Robbins' sports surfaces. Professional and amateur alike know that when they play on a high-performance Robbins' system they'll be able to play at peak levels, safely and comfortably. Consider:</p> <ul style="list-style-type: none"> In the 2021 NBA playoffs, 11 of the 16 teams play and/or practice on a

Robbins surface.

- 80% of all NBA teams currently have a Robbins competition or practice floor.
- More NBA teams currently practice and compete on Robbins' game courts than all other manufacturers combined.
- The NBA routinely relies on Robbins' technical expertise for advice on game lines and court design.

Our Core Values

1. Proven Safety
2. Proven Performance
3. Proven Winners

Robbins' Passion and Purpose

We believe your kids and parents deserve the safest equipment. You're making a decision that impacts thousands of kids for decades to come. At Robbins, we work with schools who prioritize safety and performance and insist on giving their athletes the best shot at winning. We design and install the surfaces that set the stage for your community's greatest performances. A surface that promotes performance, speeds recovery and reduces injury. You want your kids performing at their best, we build floors where it can happen. That's why we are committed to the ideas of providing proven safety, proven performance and providing sporting surfaces for winning teams nationally.

Delivering on this passion has led to more than 25 patents over the years with additional patents pending. Robbins is the only manufacturer with full-time research and product development staff and has collaborated for more than 20 years with world-renowned biomechanics researcher, Dr. Benno Nigg of the Human Performance Laboratory at the University of Calgary. Robbins' unique capability and understanding of the biomechanical interaction between athlete and floor have recently led to new designs that reduce vibration and increase uniformity, both of which improve performance, comfort and safety. Please refer to the attachments section for additional information on the importance of managing uniformity and vibration in area-elastic sports floors.

Choosing the right sports flooring system is a complex undertaking and that's why in 1989 Robbins created The Robbins Institute®, the educational process by which prospective customers can learn what they need to know so they can make the best, most informed decision to meet their needs. Customer representatives ranging from Business Managers and Athletic Directors to Coaches, Trainers, Facility Managers, Architects and others who influence the buying decision can visit one of more than 15 Institutes around the country. The process starts with classroom education on basic system designs, key mechanical and biomechanical attributes and tradeoffs, and other considerations like facility climate control and expected load bearing conditions. After better understanding what the customer needs and wants, the process moves to the practical application part of the education process. Customer representatives have the opportunity to test a number of different flooring designs in our Institutes or at nearby installations, to help cement their classroom learning.

Structure

- Privately-held, 4th generation business founded in 1894
- Family-owned and operated
- 220 employees in seven locations
- Designer of standard, proprietary and custom sports flooring systems
- Manufacturer of residential hardwood flooring and hardwood and synthetic sports flooring systems
- Distributor of synthetic sports flooring products, including toll manufactured products and private label products marketed under the Robbins brand, as well as branded products owned by other companies.
- Ability to refurbish and repair portable systems in-house in our own finishing facilities thereby guaranteeing total control of the project from start to finish and ensuring that all aspects of the process conform to our rigid quality standards.

Businesses/Divisions

- Robbins Sports Surfaces
- Portable sports floors sold directly by Robbins staff
- Permanent sports floors sold through a network of authorized, highly-trained specialty flooring contractors
- International Sales – sports floors and residential flooring sold internationally through a network of dealers/distributors
- Egis FloorLife, an innovative contract sports flooring maintenance service that guarantees structural integrity and mechanical performance for up to 40 years.

Trade Affiliations/Alliances/Sponsorships

- LDS Church – Value Managed Relationship Partner (VMR)
- FIBA (International Basketball Federation)

		<ul style="list-style-type: none"> • MFMA (Maple Flooring Manufacturers' Association) – charter member of the nation's oldest manufacturing trade association. MFMA is recognized as the authoritative source of technical and general information about maple flooring and related sports flooring systems. • NIRSA (National Intramural-Recreational Sports Association) – charter corporate partner & sponsor to multiple events • IAVM member (venue managers association) • U. S. Green Building Council • Certified supplier of FSC materials (Green, Sustainable wood products) • American Institute of Architects – certified to deliver CEU modules • American Sports Builders Association – committee leadership role to standardize sports floor testing methodology 	
11	What are your company's expectations in the event of an award?	<p>What are your company's expectations in the event of an award?</p> <p>Robbins has an established track record of meeting Sourcewell demand for athletic surfacing in a timely and very cost-effective manner. Robbins is eager to earn a new contract and understands that a competitive offering must be in place in order to earn a future relationship with the SOURCEWELL community.</p> <p>In the event of a contract being awarded to Robbins, Robbins expects to continue to work in partnership with the Sourcewell and our Sourcewell contract administrator to meet the demand of Sourcewell members Institutions. In the event of award, Robbins would initiate an education and training program within our company and throughout the Robbins Dealer Network to update and review Robbins' successful Sourcewell program. Robbins ability to provide athletic flooring to Sourcewell members is valued by Robbins and our Sourcewell member clientele equally. If Robbins is able to earn the contract award the following activity would be initiated. Contract Award then Contract Announcement then Internal Training then Dealer Training then Contract Promotion at Fall and Winter Trade-Shows, Exhibitions, Conferences and face to face meeting with Sourcewell members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached letters from PNC Bank and Great American Insurance indicating that Robbins is in good financial standing and maintains an 8 figure credit line with a \$5 million bonding capacity.	*
13	What is your US market share for the solutions that you are proposing?	35%. Robbins is the marketshare leader for maple gym floor systems installed in school gymnasiums. (note: maple hardwood is unquestionably the preferred surface for school gymnasiums in the USA and Canada) Robbins marketshare of the USA market for MFMA hardwood maple for educational institutions is estimated to exceed 35% of the square footage of all installations. Robbins marketshare in Canada for the same product is estimated to exceed 35%. Robbins estimated share of the educational institution market for synthetic sports flooring systems is 20%. This includes multipurpose courts, indoor running tracks and weight rooms.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate a 30-35% share of the maple hardwood flooring market for schools in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO, Robbins has NEVER petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Robbins Sports Surfaces is a manufacturer of athletic flooring and a distributor of complimentary products. Robbins manufactures hardwood flooring, portable basketball floors, and athletic sub-floor components at our mills in White Lake, WI and Ishpeming, MI.</p> <p>Robbins manufactures the highest quality portable basketball floors used by NBA and NCAA teams. Clients include the Orlando Magic, Charlotte Hornets, LA Lakers and many others. Portable basketball floors are generally sold directly to the market by Robbins sports surfaces.</p> <p>SALES FORCE Robbins directly employs 6 Regional Sales Managers who work to assist maximize the sales of our U.S. and Canada dealer sales network. Unlike our competition, each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our dealer and facility owner customer base.</p> <p>Robbins employs an international sales team with particular expertise in sales to Asia, the middle east and south America.</p> <p>Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas.</p> <p>EXCLUSIVE AUTHORIZED DEALER NETWORK Robbins Sports Surfaces' products, except for portable basketball floors, are sold and installed by a network of exclusive authorized dealers (the Dealer Network). The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The installation of a wood sports flooring system is an art-form and skilled trade and local, experienced craftsmen are required to ensure project success.</p> <p>In North America, there are about 40 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories that may be organized by geography, product line or trade union affiliation. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i Group, formerly known as Anderson-Ladd Inc. Many of our dealers are small family owned business that have been affiliated with Robbins for over 40 years.</p> <p>All Robbins dealers are independently owned and operated. They are not franchises and they are operated independently of Robbins. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers.</p> <p>Robbins, and the Authorized Robbins Dealer Network, have a proven track record of meeting the requirements of SOURCEWELL members in a timely and cost effective manner.</p>
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Numerous licenses and certifications are required to be held and are voluntarily held by Robbins and Authorized Robbins Dealers in order to successfully meet demand from Sourcewell membership.</p> <p>a) Business License b) Contractor and General Contractor Licensing required based on locality. c) FSC Certification – necessary to manufacture and distribute FSC certified wood products necessary for LEED Projects. (GREEN, SUSTAINABILITY) d) Maple Flooring Manufacturers Association membership – Required to supply standardized MFMA maple flooring to institutional athletic and recreational projects. e) ASBA – American Sports Builders Association membership. f) NBA – Robbins maintains a close relationship with the NBA. g) NIRSA – Intermural and Recreational Sports Association, membership. h) FIBA – International Basketball Federation certification necessary i) FIVB – Intl. Volleyball Federation. Necessary to supply competitive volleyball courts. j) HAZMAT Certification – Necessary to ship some gym floor products internationally. k) Chamber of Commerce certification – often required for export projects l) Union Affiliation – Regionally required by some SOURCEWELL members, necessary to operate in certain locales. m) MFMA Mill Accreditation n) MFMA Installer Accreditation o) Finish manufacturer certification</p>	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	There is no history of “Suspension or Disbarment”.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Robbins was recently named “Exporter of the Year, 2020” by EXIM Bank. Exim Bank is the Export/Import Bank of the Federal Government of the USA. Robbins was also recently recognized by the National Hardwood Lumber Association with a 100-year award, recognizing Robbins’ over 100-year history in the hardwood industry. Robbins considers contract awards as recognition of the trust Robbins maintains in our industry. Although Robbins products are purchased by hundreds of K-12 schools every year, it is the acceptance at the NBA and NCAA level that Robbins views as recognition of our commitment to the industry. Recent NBA and NCAA clients include the Minnesota Timberwolves, the Houston Rockets, Chicago Bulls and Philadelphia 76ers.	*
20	What percentage of your sales are to the governmental sector in the past three years	The Government and Education sectors make up greater than 95% of Robbins sales. An estimated additional breakdown of the two sectors would be: 75% Education 20% Government	*
21	What percentage of your sales are to the education sector in the past three years	<p>Approximately 75% of Robbins annual sales are to the education market. Robbins is in business to serve the education and government sectors. A further breakdown of markets served by Robbins Sports Surfaces is as follows:</p> <ul style="list-style-type: none"> • Public and Private K-12 • College and University • Community and Municipal Recreation (City, YMCA, Boys and Girls Clubs) • Parks and Recreation 	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Robbins holds no other State or Cooperative purchasing contracts and relies exclusively on its partnership with SOURCEWELL for cooperative sales. Some Robbins dealers from time to time may hold state contracts but those sales are negligible when compared to Robbins SOURCEWELL related sales volume.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NONE, Robbins holds no GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Reid Thiesse, B&G Director	(218) 454-6906	*
Maple Grove Schools	Jeff Arthurs, B&G Director	(763) 516-1932	*
Anoka/Hennepin Schools	Tom Karp, Operations Supervisor	(763) 202-1455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
West Des Moines Rec Plex	Government	Iowa - IA	Sourcewell transaction for the sale & installation of new hardwood and synthetic athletic flooring. (2021 project)	\$481,000	\$481,000	*
New Ulm Recreation, Vogel Rec Center	Government	Minnesota - MN	Sourcewell transaction for the sale & installation of athletic flooring for new recreation complex. (2021 project)	\$379,000	\$379,000	*
Mt. Hood Community College	Education	Oregon - OR	Sourcewell transaction for the sale & installation of new athletic flooring. (2021 project)	\$479,000	\$479,000	*
St. Louis Park HS	Education	Minnesota - MN	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$342,000	\$342,000	*
Fowler High School	Education	New York - NY	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$260,000	\$260,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Robbins Sells and Services its products in all 50 states, Canada and many international markets. In addition to the National Sales Manager and other internal sales staff, Robbins directly employs 6 Regional Sales Managers who work to assist and maximize the sales of our U.S. and Canada dealer sales network (45 USA & Canada Dealers). Regional Sales Offices are located in; Vancouver, Canada, Phoenix, Arizona, Jackson, Mississippi, Cincinnati, Ohio and Philadelphia, Pennsylvania. Each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our Sourcewell clients. Robbins employs an international sales team with particular expertise in sales to Asia, the Middle East and South America. Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas. Robbins sales teams have an established and strong history of efficiently meeting the demand of Sourcewell members.	*

27	Dealer network or other distribution methods.	<p>Authorized Dealer Network.</p> <p>In North America, there are about 45 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories (generally, one dealer per state) that may be organized by geography, product line or trade union affiliation. The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i (formerly Haldemann Homme & Anderson-Ladd Inc.) H2i has been affiliated with Robbins for over 45 years. In the state of Minnesota, H2i is responsible for the sale and installation of all Robbins permanently installed flooring product.</p> <p>All Robbins dealers are independently owned and operated. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers. The Robbins dealer network employs hundreds of craftspeople to quickly meet the needs of Sourcewell members</p>	*
28	Service force.	Each of Robbins 45 dealers in the USA & Canada maintains a staff of sports flooring installation and service professionals. Robbins dealers sell and install sports flooring and also provide annual and necessary maintenance services for their clients.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Robbins maintains a dedicated customer service department. Each Robbins sales territory has a dedicated customer service representative. Robbins operates an ERP system to link dealer quote and order data with manufacturing resources. Individual Sourcewell projects, although material pricing is set, will be quoted as an individual project. In this manner, the materials will be sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard ordering procedure is as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Project solution is implemented. 7. Sourcewell member is invoiced by Robbins dealer. 8. Project follow-up is held. <p>The Sourcewell member is entering into a construction contract with the local Robbins dealer. The local Robbins dealer is installing materials supplied by Robbins Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Robbins dealers maintain an exclusive relationship with Robbins and must earn the relationship by providing excellent service to the market. Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of the United States. There is no location in the United States that is not covered by an Authorized Robbins Dealer.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of Canada. There is no location in Canada that is not covered by an Authorized Robbins Dealer.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcewell participating entity sectors that Robbins will not fully serve through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Robbins has dealers in both Alaska and Hawaii covering each market.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Robbins is a successful bidder and is able to continue its participation in this important cooperative purchasing program, the Robbins Sourcewell program will be promoted using the following tools and promotional channels.</p> <p>Websites Robbins Sports Surfaces Authorized Dealers Facebook and social media Print Literature and Catalogs</p> <p>Tradeshows. Robbins currently uses several Sourcewell provided marketing tools. State School Board and Business Officials Various national athletic and sports shows catering to the K-12 market International tradeshows catering to the global flooring market</p> <p>Robbins eagerly looks forward to inviting Sourcewell representatives to meet with the dealer network at upcoming meetings and events.</p> <p>Robbins participates in national tradeshows focused on the educational construction market. Robbins will promote Sourcewell and the Sourcewell program through our participation in these shows. Robbins will create promotional literature as well as add information to our website promoting Sourcewell. Robbins makes extensive use of marketing materials (flags, floor decals etc.) provided by Sourcewell.</p> <p>Robbins and Robbins authorized dealers also participate in most state level school board and school business official conferences. Sourcewell will be promoted through those venues as well.</p> <p>Robbins Sourcewell Page: https://www.robbsfloor.com/Sourcewell-contract-purchasing/ See attached documents.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Robbins makes extensive use of social media platforms such as Facebook, Twitter, Instagram and LinkedIn. These platforms plus an extensive digital customer tracking systems enhance Robbins' marketing effectiveness.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role should be to provide a connection between the Sourcewell member and Sourcewell vendor. Our past relationship with Sourcewell and Sourcewell members indicates that Sourcewell members make extensive use of the Sourcewell website when evaluating contract options. The Sourcewell website, and specifically, Robbins landing page is an excellent resource for the Sourcewell member. Sourcewell is encouraged to maintain its excellent web presence as it is a proven, valuable resource.</p> <p>The Sourcewell contract is integrated into Robbins sales process as a primary tool and method to assist Sourcewell members and potential members in acquiring the sports flooring solution they require at the right price and at the right time. Sourcewell members are very effective at using the Sourcewell contract to expedite the acquisition of product and services from Robbins.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Robbins pricing is comprehensive of both material price and installation price. This turn-key pricing does not lend itself to the use of e-procurement systems. Robbins has serviced many Sourcewell members and e-procurement has never been requested by the Sourcewell member.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training in the maintenance and optimal environmental conditions for flooring are standard as part of the purchase. This training is given by the local installing Authorized Dealer at project completion. Generally, the training is given to the facility's maintenance staff and other interested parties. There is no additional cost for initial instruction in the maintenance of products.	*
41	Describe any technological advances that your proposed products or services offer.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer unique "vibration damping" safety benefits to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facility.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, texture for a running track or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbsfloor.com</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> • FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. • California Department of Public Health 01350 Indoor Air Quality Certification. Robbins Pulastic products have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the requirement of LEED IEQ 4.3. • Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. • ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency. 	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Forest Stewardship Council (FSC) - Chain of Custody Certified Robbins license code FSC® C002923 and certificate # NC-COC-000720 is audited annually by NEPCon Environmental Product Declaration per ISO 14025 & EN 15804</p> <p>California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017 (Emission testing method for CA Specification 01350)</p> <p>-The above recognized by: USGBC LEED Version 4, BD&C / ID&C, The WELL Building Standard / ANSI/GBI 01 / Green Building Assessment Protocol / Green Guide for Healthcare V2.2</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Several Robbins dealers are female owned and operated and maintain MWBE certification and all will effectively work to meet minority requirements when necessary.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our unique attributes for the benefit of Sourcewell Members includes: Comprehensive Product Solutions, Comprehensive Geographic Coverage & Direct Purchasing from the mill via our local Authorized Dealer.</p> <p>First, Robbins is a mill manufacturer of hardwood flooring and distributor of complimentary components and synthetic flooring. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. When evaluating bids, it is very important to determine which bidders are the actual OEM manufacturer, as is Robbins, and who is a re-seller presenting their company as a manufacturer. With Robbins, the Sourcewell member is purchasing direct from the mill through an authorized dealer.</p> <p>Robbins is separated from its competition on the following basis;</p> <ul style="list-style-type: none"> • Best comprehensive solutions for Sourcewell members. Robbins is unique in the broad offering of flooring systems to meet the needs of any indoor or outdoor athletic facility. --Gym Floors, Running Tracks, Weight Room Floors, Multi-purpose areas, Stage Flooring, Cafetorium Flooring. • Robbins is the exclusive North American distributor of SIKA/Descol Pulastic® seamless urethane athletic flooring systems. Pulastic is the original seamless polyurethane perfect for running tracks and auxiliary gyms. • Geographic coverage and highly developed dealer network. Robbins has the highly developed dealer network desired by our competition. Robbins' dealers comprehensively cover the United States and Canada. Robbins also has dealers in Europe, South America, the Middle East, Asia and other regions of the world. <p>Robbins is well respected within the community of Sourcewell members. There is already documented demand for Robbins products from the Sourcewell community.</p> <p>Robbins is the only Maple Flooring Manufacturers Association flooring mill with an equally strong synthetic program. Only Robbins and our dealers can meet the complete athletic flooring solutions need or any Sourcewell flooring member facility. From the wood gym to the weight room to the running track, Robbins authorized dealers can meet the needs of the Sourcewell community.</p> <p>Robbins has the strongest local dealer network of any manufacturer or distributor in our industry. Robbins does not sell to "fly by night" contractors. Our authorized dealers are carefully chosen and most have worked with Robbins for decades.</p> <p>More NBA teams play and practice on Robbins floors than any other manufacturer. Sourcewell members may benefit from this association.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The warranty supplied by Robbins is unique in the industry because it is considered a "joint" warranty. The warranty is written in two parts to cover both the installation, endorsed by the Authorized Robbins Dealer, materials, endorsed by Robbins. Warranties are issued upon project completion. Depending on product, warranty coverage ranges from 1 year to 25 years.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty limits floor use to the use for which it is intended.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. But, if repair is not covered by warranty, customer will be invoiced.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Robbins dealers comprehensively cover the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The joint warranty issued by Robbins and Robbins dealers covers the items purchased from Robbins and the Robbins materials installed by the dealer. If the Sourcewell member demands "sourced" items a part of the contract, those items would be covered by the OEM warranty.
51	What are your proposed exchange and return programs and policies?	Installed floors may not be exchanged or returned. Robbins imposes a modest re-stocking fee for cancelled orders.
52	Describe any service contract options for the items included in your proposal.	Robbins offers the optional EGIS Floorlife® program. Egis is a long term floor maintenance program for indoor maple and synthetic floor systems that extends the original warranty of the floor up to 40 years. Egis falls outside the Sourcewell contract offering as pricing is contingent on several factors that are not known until the floor is installed. EGIS is a program taken advantage of by many school districts and universities.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Robbins standard payment terms to Authorized Robbins Dealer for Sourcewell projects is net 30. Payment terms are often dictated by purchase contract issued by Sourcewell member or authorized purchasing representative of Sourcewell member. Payment terms are generally negotiated between Authorized Robbins Dealer and Sourcewell member. Robbins successful history as an Sourcewell vendor has indicated no problems with payment terms.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Robbins makes tax exempt municipal lease financing available through Sourcewell partner vendor NCL Government Capital based in Minnesota.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Robbins issues its Authorized Dealer a standardized quotation form that is coded to indicate the project is for a Sourcewell member. The Authorized Robbins Dealer issues a proposal to the Sourcewell member utilizing Robbins Sourcewell vendor identification and in accordance with Robbins's standards for dealer Sourcewell proposals. The Sourcewell member issues a purchase order or contract based on their own established practices.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Robbins does accept major credit cards but does not accept P-card procurement and payment process, nor has there been any demand for this process from Sourcewell members.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Robbins offers a line item discount from MSRP for each product. Pricing is for the turn-key installation of specific products performed by Authorized Robbins Dealers. All pricing is maximum ceiling price for each item with individual project pricing generally offered at lower levels based on local market conditions. Canada pricing offered in US dollars. Please see the attached price list.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount from MSRP ranges from 5-15% depending on the product. Price list is maximum ceiling price as many products are offered at season discount or at additional discount to meet local market conditions. Please note that Robbins pricing is designed for the future sale and shipment of Robbins products and must take into account current raw materials variances due to labor shortages and the crisis in Ukraine.
59	Describe any quantity or volume discounts or rebate programs that you offer.	All wood products may be available at quantity discounts based on project size or product. Many of our wood products are offered at seasonal discount due to seasonal overstock. Size of discount varies in relation to inventories and market conditions.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or related services are provided on a project by project basis by either Robbins Inc. or the Authorized Robbins dealers. Sourced products or services are generally required to ensure the quality installation of the sports floor system. Examples of this service may include concrete correction or moisture mitigation. The necessity of such services is dictated by the conditions of the project. Pricing for these services is offered at a competitive bid price per the request of the Sourcewell member or necessity of the service. Pricing for these services are often subject to the rules established by the general contract for the project or are pre-negotiated with Sourcewell member prior to project start. Ancillary services such as those described above will be negotiated on a per project basis. Robbins Sports Surfaces will facilitate the inclusion of these items in the overall installation contract and work with the Authorized Robbins Dealer to make sure the Sourcewell member is receiving a competitive and equitable price for ancillary services.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All potential costs are included in the pricing submitted with Robbins' response. For example, Robbins is providing turn-key ceiling pricing that includes materials and installation. Project and construction requirements, expected and unexpected, may sometimes dictate the addition of some services or products at a negotiated price with owner. As is standard industry practice, Sourcewell members must dictate a requirement for performance bonds prior to requesting project pricing from Authorized Robbins dealer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB factory, this is standard in the industry and necessary due to potential freight complexity. Every project installation performed for an Sourcewell member is custom depending on the size of the project, product chosen and installation complexities. As a result, freight cost varies from project to project. The Authorized Robbins dealer will facilitate all freight costs for the Sourcewell member. Freight is an additional line item cost included in the contract offering to the Sourcewell member. Robbins issues a per project freight quote to the dealer based on project location and shipping requirements. Robbins maintains freight contracts with specific vendors in order to offer the most competitive freight cost to Sourcewell member.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Robbins is well versed in making shipments to Alaska, Hawaii, Canada and International Markets. Other than additional cost and transit time, such shipments are a standard practice at Robbins.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Robbins Authorized Dealer network is the most geographically comprehensive of any sports flooring manufacturer in the United States and Canada, ensuring the ability of Robbins to effectively meet demand of Sourcewell members.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Robbins plans to continue the time-tested and custom process in place in order to verify compliance with the Sourcewell Contract.</p> <p>1. Pricing Accuracy. Robbins current Sourcewell price list is distributed directly to our dealers via our team of regional sales managers. The price list is also available publicly for reference on the Sourcewell website on Robbins' landing page. Third, the price list is always available to our dealers on the Robbins Community Resource Center. Dealers are also made aware of updates to Robbins Sourcewell program via the Community Resource Center.</p> <p>2. Sales Reporting. All quotations to dealers issued for Sourcewell projects are tagged with a code in our ERP system. When the quotation is converted to an order, the code identifying the sale as a Sourcewell project is maintained. Once the Sourcewell project is shipped, Robbins dealer's must provide the contract value of the Sourcewell purchase made by the member. Robbins then invoices the dealer for the administrative fee based on the contract value.</p> <p>3. Remittance to Sourcewell. At quarter end, all Sourcewell projects are itemized in the standard Sourcewell reporting spreadsheet. Robbins then issues a check to Sourcewell based on the administrative fee for the Sourcewell projects shipped that quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Robbins tracks performance of the Sourcewell using two methods. Annually and Quarterly performance as viewed in the Quarterly Sourcewell Sales Report. Sourcewell Project Quotation and Orders rates as viewed within our ERP system.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of the member acquisition cost of line items identified in the attached pricing addendum excluding freight. All product and services acquired by SOURCEWELL member through use of Robbins SOURCEWELL contract, excluding freight, are subject to fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Robbins Sports Surfaces is the most comprehensive manufacturer and supplier of flooring solutions for indoor athletic, recreational, and performing arts venues. Our flooring solutions are specifically designed to meet the requirements of K-12, University, Parks & Recreational and other institutional entities. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. For the purposes of this bid, our products can be divided into three categories: Hardwood Gym Floor Systems, Synthetic Flooring Systems and systems for Performing Arts. In general, the scope of Robbins offering includes solutions to provide surfaces for the following applications.</p> <ul style="list-style-type: none"> • Indoor hardwood wood gym floors • Indoor synthetic gym floors • Indoor synthetic walk/jog tracks • Indoor field-house flooring • Indoor weight room flooring • Indoor multi-purpose areas • Outdoor multi-purpose areas • Theatrical Flooring for schools • Repair/maintenance Services <p>All flooring projects must be contracted directly between the purchaser and the Authorized Robbins Dealer, except in the case of Robbins All-Star® Portable Basketball Floors which may be purchased directly from Robbins.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Using CSI Masterformat Codes, the sub-categories of solutions may be identified as follows:</p> <p>09 64 29 Wood Strip and Plank Flooring Example: High School Stage Flooring</p> <p>09 64 66 Wood Athletic Flooring Example: K-12 Gymnasium</p> <p>09 65 66 Resilient Athletic Flooring Example: Rubber tile flooring for school weight room.</p> <p>09 67 66 Fluid Applied Athletic Flooring Example: Synthetic surface for auxiliary gym or High School indoor running track.</p> <p>13 28 66 Demountable Athletic Surface Example: Portable Basketball Floor</p> <p>32 18 23.33/.39 Running Track Surfacing/Synthetic Running Track Surfacing Example: Indoor Running Track Surface Material</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Robbins, an OEM manufacturer, proposes to offer the following comprehensive solutions to Sourcewell members for the construction or renovation of indoor athletic and recreational facilities: 1. Hardwood Sports Flooring Systems -a variety of popular hardwood systems featuring various grades and dimensions of northern hard maple flooring. -Systems designed to promote the safety of student athletes and other users. 2. Resilient Polyurethane Synthetic Sport Flooring Systems -A variety of seamless polyurethane systems designed for use in indoor athletic facilities. -Systems are designed for use in multi-use gyms, walk-jog tracks and cardio fitness areas. 3. Rubber Sports Flooring -A variety of popular rubber flooring systems designed for use in indoor running tracks, weight rooms and cardio fitness areas.
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Robbins proposes to continue offering the equipment, options and supplies complimentary to a turn-key installation of our sports flooring systems by Authorized Robbins Dealers. These items include; expanded logos and gamelines, custom colors, wall base, thresholds, concrete correction, moisture mitigation, modification required for LEED certified projects and other necessary items. Robbins has a proven track record of being able to supply Sourcewell members with the necessary materials for a turnkey sale and installation of Robbins sports flooring systems. See our price list for a complete list of items offered.
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Robbins Sourcewell pricing is comprehensive of the installation of a Robbins Sports Surfaces flooring system. The line item pricing includes the installation of the sports flooring system including basic graphics, gamelines and the necessary wallbase and thresholds for a complete installation. Additional line-items facilitate the demolition and removal of existing flooring as well as concrete correction and moisture mitigation if necessary. Included in the price list are line items for annual maintenance services. With new floor installation, Sourcewell members receive training in proper care and maintenance.

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer "vibration control & protection" to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facilities. Robbins floors are tested to meet and exceed industry performance standards accepted in the USA, Canada, Europe and around the world. Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, a custom texture or a custom color. Much more detail on this topic may be found on our website at www.robbsfloor.com

75	Describe any sustainability design features your product offers.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products and features in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> -FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. -CA 01350 Indoor Air Quality Certification. Robbins hardwood and synthetic systems have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the indoor air quality requirements of LEED and other sustainable construction standards. -Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. -ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency.
76	Describe the installation process and how it is managed from product order to completion.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Sourcewell projects are priced on an individual basis by Authorized Robbins Dealer based on project site requirements. In this manner, the materials and labor may be effectively sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard procedure may be as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Authorized Robbins Dealer orders materials from Robbins and schedules installation resources. 7. Installation schedule and requirements are coordinated with Sourcewell member. 8. Installation is performed by Robbins dealer. Installation involves the inspection of the space and then necessary site preparation which may include concrete correction and moisture mitigation. Installation is performed per Robbins specifications by Authorized dealer. 9. Upon acceptance, Sourcewell member is invoiced by Robbins dealer. 10. Project follow-up is held. <p>Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work project installation may require 2 – 6 week lead time, possibly less or more depending on the time of year.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Robbins Sports Surfaces Pricing 060518--2022 Price Sechedule_February Update.pdf - Thursday March 03, 2022 15:04:34
 - [Financial Strength and Stability](#) - Robbins Bondability Letter & PNC letter 3.8.33.pdf - Wednesday March 09, 2022 14:43:35
 - [Marketing Plan/Samples](#) - Robbins Marketing Resources for Sourcewell.pdf - Thursday March 03, 2022 15:26:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Robbins Electronic Warranty Sample.pdf - Wednesday March 09, 2022 14:46:33
 - [Standard Transaction Document Samples](#) - Sample Quote and Order.pdf - Wednesday March 09, 2022 14:44:57
 - [Upload Additional Document](#) - Robbins Sourcewell Playbook_2022.pdf - Thursday March 03, 2022 15:26:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Ficks, Sales Manager, Robbins Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 031022-RBI**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Robbins Inc., now known as Robbins Sports Surfaces, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Athletic Surfaces with Installation, Related Equipment, Materials, and Services to Sourcewell and its Participating Entities, effective May 31, 2022, through May 26, 2026 (Contract).

Robbins Inc., has changed its name to "Robbins Sports Surfaces, LLC." As of the date of this Amendment, all references to "Robbins Inc." in Contract # 031022-RBI will be replaced with "Robbins Sports Surfaces, LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
BY: Jeremy Schwartz _____
C0FD2A139D06489
Jeremy Schwartz
Chief Procurement Officer

Date: 1/17/2024 | 2:21 PM CST

Robbins Sports Surfaces, LLC

DocuSigned by:
BY: John Ficks _____
99B8142ABEDC4B8...
John Ficks

Title: Sales Manager

Date: 1/17/2024 | 12:10 PM PST