



Solicitation Number: RFP #031022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gerflor USA, Inc., 750 Veterans Pkwy., Bolingbrook, IL 60440 (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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Sourcwell 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 Sourcewell-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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Gerflor USA, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:52 PM CDT

DocuSigned by:
Benjamin Bachman
By: 91A4A14783B740D...
Benjamin Bachman
Title: President & CEO
Date: 5/27/2022 | 6:31 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/27/2022 | 8:53 AM CDT

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

Vendor Details

Company Name: Gerflor USA

Does your company conduct business under any other name? If yes, please state: No

Address: 595 Supreme Drive
Bensenville, IL 60106

Contact: Joel McCausland

Email: joel.mccausland@gerflor.com

Phone: 801-706-6071

Fax: 801-706-6071

HST#: 36-3313608

Submission Details

Created On: Thursday February 03, 2022 12:44:45

Submitted On: Thursday March 10, 2022 05:16:04

Submitted By: Joel McCausland

Email: joel.mccausland@gerflor.com

Transaction #: ce7d5046-5dc8-4bb1-96ef-b2734d7ff9af

Submitter's IP Address: 174.52.160.16

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")	Gerflor USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Gerflor USA, Connor Sport Court International LLC, and Connor Sport Flooring LLC are all wholly owned subsidiaries of G.S.C Holding, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Gerflor, Gerflor USA, Connor Sports, Sport Court, Connor Sport Court International LLC
4	Provide your CAGE code or DUNS number:	DUNS# 11 5375503
5	Proposer Physical Address:	Gerflor USA 750 Veterans Pkwy Bolingbrook, IL 60440
6	Proposer website address (or addresses):	www.gerflorusa.com www.connorsports.com www.sportcourt.com www.portafloor.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):	Benjamin Bachman President & CEO 750 Veterans Pkwy Bolingbrook, IL 60440 bbachman@gerflorusa.com 630-561-2013
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joel McCausland Director, Sales Support 5455 W. Harold Gatty Drive Salt Lake City, UT 84116 joel.mccausland@gerflor.com 801-706-6071
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None--all requests for information can be routed through Joel McCausland (#8, above)

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>Gerflor USA was established in 1984 and has been continuously operating since that time, but some of the subsidiaries involved in this contract have been in business far longer. Connor Sports, the leading provider of hardwood sports surfaces, was established in 1872. Sport Court, the originator of both indoor and outdoor modular tile for sports use, was established in 1974, and added the Portafloor-brand products line in the 1990s. Gerflor's Taraflex, the original cushioned sheet-vinyl sports surface, was invented by our group in 1947.</p> <p>Our company's core values are an integral element of our daily work lives and provide guidance to our strategic direction and tactical decisions. We strive to improve people's lives by providing safe and creative flooring solutions that exceed their needs and contribute to a better world. We value and practice Teamwork, Respect & Integrity, Accountability & Commitment, Customer Success, and Entrepreneurship & Agility.</p> <p>Although the product offerings of the Gerflor Group are wide and varied across both Commercial and Sports products, for the purposes of this contract, we bring the deepest line-up of world-class sports-surfacing solutions of any company in the world. With over 150,000 successful installations worldwide, we make a legitimate claim to being the World's Largest Courtbuilder™.</p> <p>Our business philosophy is to create innovative, specialized solutions that better serve the needs of our sports-flooring customers than other alternatives, and to deliver those solutions with the highest levels of support from our sales, installation, service and technical teams. In the world of sports flooring, safety and injury protection are paramount considerations, and the product offerings across all our brands help us create the safest and highest-performing places to play for our customers.</p> <p>Product innovation and continuous improvement are hallmarks of our operation and industry reputation, and we bring new and better products to market each year, but the trust and respect we enjoy in our various markets is representative of our long history of customer care and service, and of the durable, high-quality products we provide.</p>	*
11	What are your company's expectations in the event of an award?	<p>We are actively and currently engaged in promoting our involvement in group-purchasing organizations, and believe it helps us deliver the best solutions and service at fair and honest pricing to our customers. We have grown our activity and presence in this industry space over the past 10 years, with regular increases YOY in overall GPO revenues. We anticipate continuing our ongoing promotion and training of field sales personnel, both our employees and independent agents, and in aggressively growing the overall percentage of our business in the public sector through cooperative-purchasing relationships.</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.	<p>As a privately held and self-funded enterprise, we are not much involved with SEC filings, credit/bond ratings, or letters of credit. Please find the Financial Summary and bank Reference Letter in the Upload folder.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Although some segments of the indoor and outdoor sports-flooring market are not generally measured by trade associations, we do have reliable indicators of our percentage of market share in various sub-segments. For example, we are a founding member of the Maple Flooring Manufacturers Association (MFMA) and share some information about market share among member mills. While that may not cover every hardwood-floor installation in N. America, the strength of the MFMA brand means that most high school, higher education, and professional leagues specify that the maple strip used in sports flooring bears this certification.</p> <p>Outdoor sports flooring, by contrast, may still include (at least in some minds) non-resilient surfaces like concrete, asphalt and even hard-court surfacing which installs a thin layer of paint over a concrete substrate. None of these surfaces come close to meeting ASTM F2772 standards for sports surfacing, so they are not included in the market-share assessment here.</p> <p>In the indoor synthetic space, resilient vinyl and rubber are the most common materials used, and we provide those through our Taraflex (Gerflor) and Connor Sports brands. In terms of breadth and depth of product offerings, we are not aware of any other N. American manufacturer/supplier that can meet customer needs across all categories.</p> <p>Please refer to the Market Share document in the Upload folder for more information.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Please refer to the Market Share document in the Upload folder for more information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

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>Gerflor USA and its North American subsidiaries are the manufacturers of all products included in this proposal. We manage and validate the raw materials provided by our suppliers and operate in ISO-certificated manufacturing facilities in the U.S. and Europe, allowing us to confirm that our products meet our highest standards of quality, functionality and performance.</p> <p>Our sales and distribution structure varies slightly from brand to brand, but in each case, our sales, management, operations and logistical functions are controlled by our company. We utilize both employees and non-employee agents in our sales forces, and all sales, installation, technical and service personnel are bound by well-established requirements and guidelines, and in operating to our standards of customer care. In some cases, these mandates are regulated by contract; in other cases, the strength of long-term relationships and shared business commitments provides the support and reinforcement needed to ensure that our brands are represented to our and our customers' satisfaction.</p>	*
17	<p>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>	<p>In our industry, most of the relevant certifications and licenses are representative of our commitment and desire to provide the best products possible for our customer, and not mandated by government or industry groups. While most of the following citations are voluntary, we believe they demonstrate our leadership in our industry, and in operating in a manner consistent with our values regarding the environment, best business practices, and in a fair and honest manner.</p> <p>As a European manufacturer, our Gerflor-brand products are governed by REACH (Registration, Evaluation, Authorization and Restriction of Chemicals), legislation passed by the European Union to restrict any harmful chemicals that might be used in the manufacture of construction materials. All Gerflor-brand products, including our sports surfaces, are 100% REACH-compliant.</p> <p>We have chosen to certify our factories under the ISO standards, ensuring quality and repeatability in our operations.</p> <p>Our products are FloorScore-certified, signifying the lowest levels of VOCs and ensuring Indoor Air Quality measures that exceed all governmental regulations, including the California Prop 65 standards.</p> <p>Our products are tested to ensure appropriate contribution to LEED and other environmental standards. Our new product development process includes the creation of a full Lifecycle Analysis, with the publishing of Environmental Product (EPD) and Health Product Declarations (HPD) where applicable.</p> <p>Connor Sports is a founding and charter member of the Maple Flooring Manufacturers Association (MFMA), and a member of the Forest Stewardship Council, which ensure proper management and lumber-harvesting practices, and contribute to the overall environmental health of our North American forest lands.</p> <p>At the local level, business- and contractor-licensing requirements vary by state and locale, but all our independent installation and service partners are required to obtain and keep current those licenses and certifications. We choose to work with only those agents and partners whose commitment to customer service and care, and proper installation and maintenance of our products, aligns with ours.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None of our companies/employees has been subject to any suspension or disbarment proceeding during the past ten years.</p>	*

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	Our Gerflor brand received the prestigious 2021 Healthcare Design Nightingale Award for new product development of Mipolam Evo, and our Clic engagement system for LVT products won the Red Dot for design excellence.
20	What percentage of your sales are to the governmental sector in the past three years	Across the four product brands included in this proposal, sales to government entities (federal, state, cities & towns, etc.) is approximately 12% of our total revenues.
21	What percentage of your sales are to the education sector in the past three years	Across the four product brands included in this proposal, sales to educational customers (higher ed, public, private, etc) is approximately 34% of our total revenues.
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?	In addition to our current contract for Athletic Surfacing with Sourcewell—and as part of our effort to increase our involvement and activity with GPOs and cooperative-purchasing entities—we have recently won contracts with Vizient (leading healthcare organization, utilizing our commercial-flooring products) and BuyBoard. We are in our 'first steps' with BuyBoard, with no significant sales to date, but in our first partial year of operation with Vizient, have seen revenues of approximately \$225,000 generated through the relationship since April 2021. We also recently joined FUZE (commercial flooring cooperative) as an authorized vendor but are still in the process of getting set up in their system. We are also a vendor member of Starnet (flooring-industry cooperative) and have been operating under a Sourcewell contract for athletic surfacing for the past eight years. Please see the Cooperative Purchasing grid in the Upload folder for more detail on these cooperative-purchasing relationships.
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?	Both Gerflor USA and Connor Sport Court International held GSA contracts several years ago; however, we found less business value in these relationships than with Sourcewell and our other cooperative-purchasing contracts. In addition, many of our federal- and other-government customers seem more open to using contracts other than GSA, which can entail an inordinate amount of administrative work to manage.

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 *
North Carolina State University	Jason Spivey	919-271-0830
City of Oklahoma City	Greg Little	405-297-2105
James Madison University	Ty Phillips	540-568-8810
City of Shoreline WA	Daniel Johnson	206-801-2321
Newport News Public Schools	Wade Beverly	757-881-5024

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 *
One	Education	Texas - TX	School & gymnasium projects	22500	6.7 million
Two	Education	Florida - FL	School & gymnasium projects	25000	2.25 million
Three	Education	Illinois - IL	School & gymnasium projects	37500	1.2 million
Four	Government	California - CA	Community centers, recreation centers	28000	1 million
Five	Government	Kansas - KS	Community Centers	40500	900,000

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.	<p>Gerflor USA (and its subsidiaries in North America) are fortunate to have a large and experienced team, comprised of both employees and independent agents, that sell, install and service the products from our three sports-products brands. Across the board, the average tenure of our independent dealers is approximately 20 years of work with our business and products. Each brand has personnel living in virtually every state, province and territory, or if not physically located, positioned and actively doing business in every market.</p> <p>Our employee technical and sales teams provide regular, ongoing support and training, ensuring that even our less-experienced partners have the answers and information they need at their fingertips to resolve customer questions or concerns, or to address any potential issues that might arise in the installation or service of our products.</p> <p>It might be important to note that our three sales networks operate generally independently of each other. Each has its own sales leadership team, and there is little overlap between the network groups, which is to say that only a handful of dealers from one brand also represent any of the other brands. We see more integration each year, but it still represents a small fraction of the total numbers; in fact, these sales teams compete with each other for projects at times, presenting their best options to the customer and allowing them to make their own choices. We see this as healthy competition, and within the context of the Sourcewell contract, an element that better serves the Sourcewell member companies, because for most projects, they can get proposals from more than one of our dealers, which will provide some measure of reassurance that they are getting comparable value and competitive pricing.</p> <p>Each of our field agents has both sales and installation/technical personnel, and those teams are supported and supplemented by the sales directors and managers who are our employees who manage, set direction and strategy for, and oversee the work of the entire field force. Although these numbers can be seasonal and somewhat fluid, the table below provides an estimate of the total personnel involved across our brands in selling, installing and maintaining our product lines in North America.</p> <p>See Sales and Service Network Table in Upload folder</p>
27	Dealer network or other distribution methods.	<p>The Gerflor-brand sales and distribution network is roughly 50% employee Territory Sales Managers (TSM) and 50% independent Sales Agents. In addition, a team of specialized Sports Partners represent the Taraflex and Recreation brands in major markets, supplementing the efforts of the broader sales team.</p> <p>In our Sport Court and Connor businesses, the team is comprised primarily of non-employee Agents, who sell, install and service our products in their markets, structured to provide immediate and responsive coverage to customers wherever they reside within those markets. This team, most of whom we have worked with for over 20 years (and in some cases exceeding 40 years or more), is a capable, experienced and seasoned group that represent our brands with integrity and care.</p> <p>With each of the three brands, our Sales Leadership teams, comprised of segment and sales directors and regional territory managers, oversee the health and efficiency of the entire operation within these broader geographies, and provide additional resources and back-up for the field-based teams. While there is some overlap among the membership of each brands sales and service team, for the most part they operate independently of one another, which provides even greater coverage geographically and in terms of the resources available at any given time and place. Collectively, when considering our sales, sales management, technical/service, and customer-care employees, there are well over 100 people who can be called upon to support any situation with any brand in any market around the United States and Canada, in many cases without even requiring out-of-area travel to get the right resources where they are needed.</p> <p>With the Gerflor-brand network, our agents and TSMs partner with a trusted group of installers in each market, providing training and support, and requiring the highest standards of competence and expertise. Over the past two years, we have made an extra focus with this group to ensure that the flooring contractors we partner with are well-educated in the reporting and pricing requirements of our current contracts. In the case of the Sport Court and Connor networks, the independent companies we work with provide a complete turnkey for the customer experience, from sales to installation to maintenance and any warranty or service work that may be required.</p> <p>See Sales & Service Network Table in Upload folder for more detail.</p>

28	Service force.	While this has been addressed somewhat in Questions 26 and 27, above, it may be helpful to provide additional detail on our Technical and Field Services team. Each brand (Connor, Sport Court and Gerflor) has its own dedicated personnel who specialize in the products offered by that brand, and several members of the team have cross-over experience and expertise, as well, to assist as needed with any situations that may arise in their area. Our commitment is to solve service questions as they arise with the best resources available in the marketplace—between our independent teams and our in-house specialists, we deal with service issues quickly and responsively. See Sales & Service Network Table in Upload folder for more detail.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Efficiently processing and fulfilling customer orders is the lifeblood of our sales organizations. While each brand handles the details of order fulfillment slightly differently, each of them has simplified and streamlined the process to make it as customer-facing as possible. One great advantage is that of familiarity and repeatability. Rather than trying to manage an almost-infinite number of end-user customers, the vast majority of customer orders are placed through existing and long-standing dealer/partner accounts. While those still number in the hundreds, they are a known quantity to us, with a reliable history of knowledge of our products and processes, and with a track record that enables us to do the business of each order quickly and responsively, with little delay or administrative work. Each of the brands is also served by a separate team of Customer Care professionals, who know who they are dealing with, what their history has been, and what they need from us to operate effectively—all of which further expedites the day-to-day functions of receiving, fulfilling and billing of orders. Orders may be placed online, through e-mail or established dealer portals, and are immediately received and processed as quickly as the workload allows, generally within a business day. To summarize, in most cases we are selling to a known and trusted partner, who then handles sales, installation and service with the end-user with our help and support. This helps to ensure a consistent and satisfactory experience both for our partners and for the end-users they serve.	*
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.	As noted in Question 29, above, Customer Care is a full commitment with all our brands, further strengthened by the long-standing, mutually beneficial relationships developed over the past decades with many of our agents and dealers. Our Customer Service personnel know who is calling and what they need, and in many cases can not only meet but anticipate how best to manage those needs. Most orders are placed within a business day, and delivered from existing inventory within the established lead times for each product and brand. We rely on the expertise of our independent field partners to coordinate timely, successful installations, and do all we can to expedite the materials, products and assistance they need to ensure a fully satisfactory customer experience. Most challenges and potential problems are dealt with effectively and quickly by this field team, and our regional managers, technical personnel and leadership provide back-up and additional resources for the rare, more complicated issues that may arise.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Because we have sales, service and installation partners actively operating in every state and territory, we are able to provide the full range of our product line to each market, to any and all Sourcwell members within the market. Our pricing structure provides consideration for the size of the project and location (and varying labor and other costs) of each geographical/market location, but the product and service offering is the same, whether the customer is in New York City or Omaha.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Similar to the United States, we are fully staffed in the Canadian provinces, with experienced dealers and partners in place in each major market, and with the same depth of product and service offering available to all Sourcwell/Canoe members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are prepared to provide the same level of service to customers anywhere in the U.S. or Canada, with the same offering of products and pricing.	*
34	Identify any Sourcwell 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?	We have no limitations on our ability to fully serve all of the entity sectors represented by Sourcwell members. While we have other cooperative-purchasing contracts for some of our market segments and products, none of them will infringe on our ability to fully engage in this contact with Sourcwell and provide service to its members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have partners and representatives physically located in Hawaii for all three brands, in Alaska for the Gerflor brand, in addition to dedicated reps assigned to manage our business opportunities in the other U.S. and Canadian provinces and territories. We don't anticipate any restrictions on our ability to fully serve Sourcwell members in these locations.	*

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>We actively promote our group-purchasing contracts with each brand and market segment that applies to our business. At each of our national and regional sales meetings, and for each of our brands, we include an update/training session on our Sourcwell contract and the best ways our sales personnel can leverage its advantages. Our Training Department also promotes the Sourcwell-sponsored events, and conducts several additional training webinars throughout the year to continually educate the group and introduce the contract to new members of the team.</p> <p>We use Sourcwell's customizable marketing materials to allow each of our dealers and agents to promote the contract with their customers, and to establish themselves as the local contact and authorized representative to conduct business under the contract. See sample of marketing flyer provided by Sourcwell in Upload folder.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have found excellent success and response in using social media platforms like LinkedIn, Facebook and Instagram as a tool that our sales teams can use in featuring unique and interesting projects and introducing new product lines to our customers. While not all of the projects are Sourcwell-originated, we have developed over 500 Featured Project Stories across the three brands over the past four years, and those stories are available as tools to promote both the good work our company does (increasing our presence and credibility), and in some cases, the connection to and advantages of working these projects through the contract.</p> <p>In addition, our websites provide regular updates and valuable information in educating the public-sector markets on the availability and applicability of our products for their projects. This has been particularly helpful with innovative but less well-known products like the safety and performance surfacing available through our Sport Court brand. Many customers in that space are so accustomed to asphalt and concrete courts outdoors that they can be surprised to find that there are superior and safer solutions available. We have been actively promoting that aspect of our work as a specific targeted business objective over the past two years.</p> <p>With the business changes we've all experienced as a result of the pandemic, we see an increased reliance in all businesses and market segments on digital promotions and technology to share our story, both about our business and products, and about how contracts like Sourcwell can streamline and expedite work for our public-sector customers.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We appreciate all the support we get from Sourcwell's staff, in promoting our business through the website and in the new marketplace and hope to see an increasing presence there. We welcome and support the training events sponsored by Sourcwell around the country, and continue to encourage both our sales-team employees and independent agents to participate.</p> <p>Our goal—which we've achieved to some extent with all our brands—is for our salespeople to have the Sourcwell contract 'in their front pocket' in every engagement with a public-sector client, and our internal training will continue with that aim in mind. A sizeable percentage of our Connor sales team, and a slightly lesser portion of the Sport Court and Gerflor teams, have already adopted this mindset, and continuing to train against this objective is a key priority this year, as it has been over the past 12 – 24 months.</p> <p>In addition, as trade shows and other industry events continue to rebound following the pandemic, we intend to increase awareness of our contract there, and by use of the Sourcwell logo on our and our field partners' websites and social channels.</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.	<p>Because virtually all our products are used in the setting of a construction project, with any number of site conditions and customer preferences driving the custom design and build, we have not found an effective way to offer a 'package' online. Our field partners create unique designs, sizes and product mixes for virtually every project, and we consider that to be a significant differentiating advantage in our business, so we don't anticipate doing much to make it more generic and commoditized. We are Courtbuilders, and that term signifies both the quality products we manufacture and distribute, but equally important, the ability to create a custom installation for each customer that reflects their needs and preferences.</p> <p>We will continue to look for ways to leverage the expanding technology of our digital world, and to the extent possible, we anticipate creating a larger presence in at least the promotional side of the e-procurement world, but at the end of the day, we don't want to lose the unique strength of having built over 150,000 custom courts around the world, for customers with a wide range of needs.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	<p>Gerflor USA provides frequent, in-depth training to all reps, employees and associates on product knowledge, proper installation and maintenance, best business practices, and a variety of other topics as needed. We consider all members of our team, employees or not, full partners in our efforts to promote and sell our products and deliver satisfaction to all our customers, and no charge is ever assessed to them for the training we provide.</p> <p>Our TechnoCenter in the Chicago suburbs is focused primarily on the proper installation and maintenance of the sheet vinyl (Gerflor-brand) line of sports products. In the interests of raising the level of all players in that segment, we train not only our own installers, but also installers who primarily install competitive products.</p> <p>We're fortunate to have in the Sport Court and Connor businesses installation experts in our hardwood and modular sports surfacing who do extensive, ongoing training for their teams, and are also willing to share their expertise and experience in solving in-field challenges with other members of the team. At each of our annual sales meetings, for example, members of the Sport Court network share best practices, participate in and lead installation trainings, and otherwise share freely their skills and knowledge with others in the group.</p> <p>Gerflor Group also has a Central office that takes the lead in developing and making available e-learning modules that can be accessed by both our employees and independent agents, to ensure they have the latest information on the features and benefits of new products, technological advancements that differentiate our products and provide superior solutions, and clear guidance on maintenance and resolution of in-field issues that may arise.</p> <p>We also conduct Sourcewell member-facing trainings, primarily but not exclusively through AIA and to the A&D community, that educates participants on our products and services. We are adding a new CEU course on the advantages of cooperative purchasing, that will also be offered to public-sector customers in general, and more particularly, to Sourcewell members in the parks and recreation, community/government, and educational sectors by June 2022. We anticipate that this continuing-education course will increase awareness and acceptance of cooperative purchasing in general, and of the Sourcewell opportunity in particular.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>The Gerflor Group and its subsidiaries have a long reputation as innovators in their industries, and our product line-up reflects that commitment to continuous improvement, and new and better solutions to common challenges faced by our customers. This commitment has long been part of our corporate DNA, and in fact, we are often differentiated in the marketplace not by the size of our company or the huge numbers of individual SKUs we offer, but by the specialized and targeted solutions and technical advantages we offer.</p> <p>As an example, our Taraflex cushioned vinyl sports surfacing is 'the original'; prior to its launch in 1947, no other manufacturer had ever created a sheet vinyl product suitable for sports. Today, that line includes a variety of options that allow the athletic flooring to be customized for practice vs. competition spaces, level of play, size and age of athletes, and a number of other factors.</p> <p>Similarly, prior to the advent of Sport Court's modular surfaces in 1974, no company had ever used a modular surface outdoors to create safer, high-performance courts and play areas. Through innovations in traction, shock absorption, lateral 'give' and lock engagement, the current line-up of Sport Court products delivers the only category of outdoor surfacing with the durability, aesthetics, performance and safety required to refer to it as a true sports surface.</p> <p>Connor Sports is the pre-eminent provider of hardwood courts for basketball and other sports, and has been for the past decade or so the Official Floor of the Final Four, and the provider of all courts for the NCAA's March Madness for both men's and women's basketball. No other flooring provider has as many solutions for sub-floor construction and components, which is the key defining element of any hardwood performance floor. Sport Court and Taraflex have been chosen as 'official floors' of the Olympics, FIVB, the NCAA and USA Volleyball, as well, for the past 25 years.</p> <p>While our selection by these leaders in sport are a result of our commitment and customer care, we have also committed extensive resources to developing the technical solutions that these evolving sports require. As athletes have become more and more capable and high performing, our flooring solutions have had to evolve as well, to continue to meet their needs. We're proud of our status and reputation as the best courtbuilders in the world.</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>The Gerflor Group is committed to manufacturing and delivering products that contribute to human and environmental health, and pose no threats or harm to either. Each brand and product line aligns with the ‘green-building’ and eco-friendly product assessment organizations that best align with their mission and markets, but the commitment to these values is strongly present and constantly referenced in our business decisions and direction. Some examples of our commitments to being a responsible ‘citizen of the planet’ include:</p> <ul style="list-style-type: none"> • 100% compliance with the REACH standard of construction materials manufactured in Europe. • Founder/charter membership in the Maple Flooring Manufacturer’s Association and the Forest Stewardship Council, both of which are engaged in the responsible management and preservation of North American forest lands. • Incorporation of recycled materials into our products wherever possible, and to the extent allowed by our quality and performance standards for each product, with YOY targets for increasing those percentages across the product lines. • Declare label certification for applicable product lines in the Gerflor commercial brand. • FloorScore certification for all Gerflor-brand products, signifying the lowest VOC ratings in the industry, and exceeding California Prop 65 air-quality requirements by a factor of 10 – 100 times. • Creation of HPD and EPD documentation, and definition of LEED contributions our products make to projects seeking certifications under that standard • Energy reduction measures at all factories and distribution centers that will result in net-zero carbon emissions over the next 20 years. In addition, re-design of product facilities and processes have already significantly reduced emissions, and energy and water use. • Numerous other ‘green certifications’ around the globe, as defined by government and other agencies in those countries. 	*
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.	(See details in Question 42, above, but specifically to include REACH, FloorScore, Declare, LEED, HPD Collaborative, UL Spot, mindfulMATERIALS, third-party certified HPDs, EPDs, and Lifecycle Analyses as a required element of new product development.)	*
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.	<p>As a manufacturer based in Europe, our company does not meet the criteria for these certifications. Among our employees here in the United States, we have about a dozen veterans of the U.S. or French military.</p> <p>With several hundred field partners with whom we do business—and due to some reluctance on the part of some to be ‘gathered’ in this way—we do not have a comprehensive list of which of our business partners are in each of these categories. However, a recent informal survey of our sales and installation network reveals that as much as 15% of the roughly 300 companies we work with meet the criteria for one or more of these designations. We have some Women-, Veteran- and Minority-Owned businesses in all three of our product brands, and more still qualify as Small Business Entities.</p>	*
45	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>Perhaps the best measure of our unique attributes can be found in the number of ‘raving fans’ our products and people attract. Flooring, like most construction products, can be a world of ‘me-too’ and commodities, but our customers generally do not see us in that way. Our Gerflor/Taraflex, Sport Court and Connor products are recognized and acknowledged (even by competitors) as the ‘gold standard’ against which any other products will be measured. Sport Court has for so long been seen as the premier modular surfacing that our brand name has been in danger of becoming generic—in other words, people often refer to any modular surface as a ‘sport court’ because we are the only brand as widely recognized.</p> <p>Connor hardwood floors represent the highest level of innovation and product development, with more DIN-certified sub-floors than any other manufacturer. And as has been noted, the Taraflex brand of cushioned vinyl sports surfacing was not only first to market, but first to virtually every significant performance innovation since, from our high-moisture installation solutions, to the ‘no-skin-burn’ features that have made this flooring so popular with the volleyball community.</p> <p>As much as any of our product and company attributes, our seasoned, committed and expert field sales and installation team are true partners that represent our brands as if they own them. The professionalism they exhibit, and the long-term, trusted relationships they have developed over many years in the field are evidence of a unique overall ‘product offering’ that our company enjoys in its various markets.</p> <p>The best measure of our uniqueness might be found in the common refrain from customers and prospects in our markets, confirming that if they need a solution to such-and-such problem, Gerflor products are often the only available option that address all their concerns at a fair-market price.</p>	*

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?	Our product warranties cover manufacturing defects for a variable period of time, depending on the brand/product line, ranging from 10 – 15 years from time of installation. Although our products are known for their durability and performance under a variety of conditions, there are times when defects arise that need to be redressed. When a product is found to be defective, our warranties generally provide the option to 'repair or replace' and that work is done at our expense.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are some practical limitations that we would apply to most of our product lines, most of which have to do with approved/appropriate usage of the product, loads they may be subjected to without damage, etc. Flooring products typically wear over time, and as with most products exposed to long-term traffic and loads, they carry a definable lifespan under the conditions. Our warranties generally assume a depreciating value over time, based on the wear and tear they experience, and our policies for replacement or repair reflect that value over the product's lifespan.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	When products found to be defective require onsite inspection or repair work, we cover the cost of labor, time and travel (whether employee or our field partners) involved with making those visits to rectify the problem.
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?	No. We provide full coverage for all our service and sales areas listed in this proposal; specifically to include the United States and its territories, and all Canadian provinces and territories. If an appropriate, qualified field partner is not located convenient to the project, we will provide an employee technician to address any warranty claims or product problems.
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?	We warranty all Gerflor-made and distributed products, which is inclusive of all the products listed in this proposal. For products we offer that are made for us by other suppliers, we partner with those suppliers to ensure that our customers have a seamless and satisfactory experience with any products that prove defective.
51	What are your proposed exchange and return programs and policies?	Products ordered may be returned with some exceptions. Accessories such as adhesives, weld rods, paint, primer are non-returnable once the goods have left our warehouse. Non-stocked items or special orders are also considered 'final sales' and are non-returnable. Stocking products may be returned with a return authorization number from the company, and a 30% restocking fee will generally apply. Customer is responsible for return freight.
52	Describe any service contract options for the items included in your proposal.	Gerflor (and its subsidiaries') products are generally intended to be able to be easily maintained by the facility/customer's personnel, and are further designed and manufactured with durability and long service life in mind. Additionally, the work of installation is typically done by our field partners, and in the rare case that a customer wishes to enter into a service contract, it is done with the field partner, who would set their own parameters for the agreement. Gerflor's Technical and Warranty Team stands behind all products if a question of product defect arises.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our standard terms for payment are 30 days, although for extraordinary projects, we are able to sometimes extend terms as needed. Customers can pay via check, electronic funds transfer, or ACH/wire transfer. Customers may use established website portals for payment of pending invoices, as well.
54	Describe any leasing or financing options available for use by educational or governmental entities.	We generally do not lease products or finance purchases; however, we have established relationships with reputable lending institutions who can offer financing assistance with our customers as needed, including Sourcewell's leasing partner, with whom we have worked on a few projects in the past. We also partner with trusted dealers on extraordinary projects from time to time, to ensure that projects can proceed without interruption, and to help our network manage these unusual cash-flow requirements.
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.	Over the past several years, we have developed registration and tracking documents that help us ensure that we are compliant with our group-purchasing obligations, and that all required reports can be gathered and organized in a timely manner, according to the requirements of each contract. As an example, the Project Registration Form helps us capture all the required information for a project pursued under the Sourcewell contract and provides a record that helps us track project details and timelines. See Upload folder for a copy of our Project Registration Form. We train our field partners to follow the requirements of the Sourcewell agreement in the formatting of their proposals and invoices, to reflect our Vendor # and the customer's Member #, and to ensure that all requirements for pricing and other criteria are followed. Each project is registered and reviewed to ensure timely and accurate reporting on the Quarterly Sales Reports submitted to Sourcewell.
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?	Yes, at no additional cost.

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 *
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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.	<p>With three different business units, separate sales-management teams, and the frequency of situations where our field sales force competes not only with others in the market, but with each other, our pricing models do not all follow the same pattern.</p> <p>First, as the manufacturer and distributor of the products included in this proposal, we do not generally set a retail or List Price for our products, particularly in the fully installed, turnkey pricing model we propose here. Each market and each brand defines their own List Pricing (or not, as the case may be) in line with the competitive marketplaces in which they do business and the market segments they pursue.</p> <p>Our Product and Pricing Grid, which is found in the Upload folder, lists all products offered under this proposal by all our brands (Connor Sports, Gerflor/Tarflex, Sport Court and Portafloor). In most cases—and particularly where the products are installed by our field partners—we organize the price ceilings to reflect labor and transportation costs in the market, as well as the economies of scale that might be achieved on larger projects.</p> <p>All of our dealers are familiar with—and daily participating in—highly competitive marketplaces where much of the business is done through project-by-project open bids. The result is that even where a retail or List Price hasn't been published, most of our public-agency customers are keenly aware of what a competitive price looks like, and our dealers recognize the importance of providing pricing that aligns with those expectations. As a result, even where we have established not-to-exceed pricing for their projects and products, the majority of their proposals rarely come within 15% of that ceiling.</p>	*
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.	<p>Although our pricing is not published with a standard discount, the pricing in our proposal reflects an average discount of 5 – 15% below what a public agency might be charged for the work outside of this contract. For each brand, the discount is less for those products that represent unique or proprietary solutions. For items that are more of a commodity, or equal to most other products generally available in the marketplace, there are greater discounts applied to the pricing.</p> <p>As an example, the Gerflor brand has developed moisture-mitigation products and procedures for 'wet slabs'; concrete substrates with vapor emissions higher than allowed for products to be adhered to them. These are not 'me-too' solutions, but rather unique innovations that allow the flooring to be securely placed sooner, and with virtually no risk for future adhesion issues, than anything else on the market. Our pricing for those innovations represents a lower discount, because the solutions are superior to anything else on the market, and unavailable through other channels. They save our customers time and money, making it possible for projects to be completed more quickly and at lower overall cost.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Most of the products included in our proposal include variable pricing based on the region of the country AND on the size of the project. Understanding that a larger project may create some economies of scale, we're able to discount the pricing on a square-foot basis to some extent where the scope of the project is on a larger scale.</p>	*
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.	<p>Although nearly all of our projects use exclusively those products and services established on our contract, a small percentage require the acquisition of other products and services from the 'open market' to satisfactorily meet customer needs. Based on our experience—and on the fact that these open-sourced items are relatively rarely requested, we would prefer to offer these items, when requested, with a quote for each such request.</p>	*
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.	<p>There are no other regular or significant costs for a typical project not covered by our established product and price schedule, including the specific examples listed above. We do not charge additional fees for these types of project elements.</p>	*

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.	Shipping and logistics issues have been a hot button over the past 12 – 18 months, with unprecedented and unpredictable increases occurring on a regular basis. Our proposed pricing is intended to include standard shipping costs. We have instituted some temporary freight surcharges for certain products across our brands over the past several months, but our field partners are generally just considering them (not citing them as additional costs) in the creation of their pricing proposals to the end user. We find that most customers in our markets are aware of the unusual logistics landscape and pressures we're all facing at this time and we are collaborating with our field team to effectively manage those costs within the constraints of the contract.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We don't anticipate the need to handle freight and shipping issues any differently with our customers in Canada, Hawaii and Alaska any differently than is described above. Offshore deliveries outside of North America may require some consideration, but as a global manufacturer and distributor, most of our products are available from distribution points outside the United States, as well.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because flooring is generally bulky and relatively heavy, most of our shipments are handled through LTL or private carriers, although we also utilize such common freight carriers as UPS, FedEx and others as needed, and for smaller shipments and packages.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	With our other GPO and public-agency arrangements (primarily with the Gerflor brand), we generally sell in a 'product-only' mode, not in partnership with our field teams to provide turnkey, fully installed pricing for their projects. Most of the variability in costs under this structure—and therefore in the pricing we are proposing here—is a result of widely different costs for labor, freight and other elements of a project, depending on where it is located. It is generally true that, in practice, our Sourcewell customers get favorable pricing when compared to the pricing offered to other GPO or public-agency customers by our field partners; however, we don't have a comprehensive comparison, primarily due to lack of data on transactions other than those under our agreement with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

66	<p>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>	<p>We have a well-defined program to ensure that we are complete and accurate in tracking and reporting projects under the Sourcewell contract, with layers of support from our sales and service networks, the regional managers that support each brand, and our administrative practices to capture projects early on in the process, and then follow and report on each as they are completed.</p> <p>The first level involves ongoing training for sales and leadership teams, on a regular basis in annual sales meetings, regional meetings, and in scheduled training sessions. We have created tracking forms, FAQ and summary documents, and a flyer for our end-customers that all explain various aspects of the Sourcewell relationship and what our obligations and requirements are for compliance. These are available through our file-sharing systems, and when requested. Additionally, our program administrator is available to answer specific questions and provide documentation and other information as needed for Sourcewell members who want to use the contract but may have concerns about its applicability in their area. These kinds of interactions occur almost daily, across our brands and sales channels, and provide timely help for anyone with questions about process, pricing, or reporting.</p> <p>The next level is established to ensure that we are compliant in our registration, tracking and reporting functions. When a project is being considered for a Sourcewell track, either the contractor working directly with the Sourcewell member, or occasionally, the sales manager overseeing that territory and brand, fill out a Project Registration Form that provides all the information required for us to properly track the project through its completion. When that form is received, the project is entered into the Project Registry, and key dates, quantities, codes and expected invoice amounts are noted. At the end of each quarter, worksheets are sent to the responsible party for each project expected to have been completed during the previous quarter, and all projects for which an expected completion date has not been registered. The dealer/rep is then required to report on the project status, total amount invoiced, and other information required for our quarterly reporting.</p> <p>Finally, once that information is confirmed, the quarterly report is prepared and submitted, along with the check for the combined, collected administrative fees associated with each project that was completed in the previous quarter.</p> <p>We have also trained our Customer Service and sales teams to be on the lookout—and to indicate in our order-processing system, any projects where an interest or intent in pursuing the project through the Sourcewell contract has been expressed. The program administrator also talks with several salespeople each week who have questions regarding the contract, and particularly about specific projects that might be looking to use the contract, and those conversations are noted so that they can be followed up on when the next quarterly reporting period arrives.</p> <p>We also work with our dealers and reps to ensure that even in those rare cases where they have forgotten a specific requirement, or failed to properly register a project early on in the process, that we can adjust to ensure that they are still able to register the project and provide the required administrative fees. When those situations have arisen, we also use them as an opportunity for education and reminder of the shared responsibilities we all have with regard to the contract.</p> <p>See the Upload folder for sample documents used in this process.</p>
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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.	We track quarterly and YOY performance under the contract, measuring total projects registered, total projects won, and total invoice and administrative fee values. One of our brands, Connor Sports, has the longest and most-successful experience with our contract, and we use their successes—and the examples of the dealers for that brand that most effectively utilize the contract—to demonstrate to and teach others about the best ways to leverage the relationship. While the total amount of business conducted under the contract varies by quarter, year and economic conditions, we have been pleased to see a continuous pattern of growth in the totals, and in the level of activity by more dealers and reps across all three of our brands. We feel like we've reached a sort of critical mass in the number of our dealers who actively present the contract as part of their sales engagement process in the Connor brand, and we are actively training and working with the other networks to continue to grow awareness and activity, as well.
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.)	We propose a 2% administrative fee for this contract.

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>We propose to include all of our sports and activity flooring across all four brands (Sport Court, Connor, Gerflor and Portafloor) and the accessories associated with those products. All products will be fully installed, serviced and supported in every N. American market, through our experienced and capable teams of independent field partners.</p> <p>Specifically, this will include:</p> <ul style="list-style-type: none"> • Our Recreation, Taraflex and Attraction lines from the Gerflor brand, and all required accessories for installation. • All Connor hardwood sub-floor systems and accessories, and the MFMA-approved northern hardrock maple strip of all grades. Elastiplus, our poured urethane flooring system, will also be included, as will our hardwood portable flooring systems. • All Sport Court products designed for commercial use, including both indoor gymnasium flooring and outdoor safety and performance surfaces, commercial-grade hoops, lights, and a variety of other accessories necessary to build courts in the outdoor space. • All Portafloor products, which can be used for event or temporary flooring, or as a substitute for concrete and other substrates underneath a performance athletic surface.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>See above, Question 69, for the details of product lines and brands we propose to include in our offering. As a description of sub-categories, we'd suggest the following:</p> <ul style="list-style-type: none"> • Hardwood athletic flooring • Modular athletic flooring • Urethane athletic flooring • Resilient cushioned vinyl athletic flooring • Outdoor court accessories • Portable, temporary and event flooring

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	Gerflor USA and its N. American subsidiaries Connor Sports and Sport Court provide hardwood, poured urethane (rubber), sports vinyl and synthetic modular sports flooring surfaces. Clay courts for tennis are a relatively niche product and not one of our manufactured items, but should a Sourcewell member need a clay court, we have independent partners who carry those products and have expertise in building the courts. *
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	With the exception of clay courts for tennis (as noted above), our court builders from each brand have extensive experience in every facet of building courts with these surfacing materials, from design and consultation, to construction and ongoing service. Complete turnkey solutions are their focus—to design, build, and accessorize courts from start to finish. *
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	<p>Whether a project requires demolition and disposal of previous surfacing or native soils, our court builders are fully equipped to being projects from concept to completion. They are skilled in placing concrete for foundations for outside courts and accessories, in site prep of all kinds to ensure a proper fit and function for the installation of any of our sports-flooring products, and in the installation of approved sports accessories such as hoops, lights and nets.</p> <p>They are knowledgeable in licensing, certificates and other approvals required in their local markets, inspection requirements, and other information necessary to move a project through its various phases toward completion. They can refurbish and upgrade an old facility with surfacing, equipment and accessories, or build a new facility from the ground up.</p> <p>They take pride in professional, ongoing customer care, and can service, repair and maintain any of the products in our schedule. Our in-house Technical team provides an able back-up and knowledge base for any questions or challenges that may arise, and they can be deployed typically in a matter of days should the need arise. *</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
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74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	<p>The Gerflor Group has long been associated with innovative, problem-solving products, and the product offerings on this proposal are no exception. Some specific examples:</p> <ul style="list-style-type: none"> • Gerflor's Taraflex line of cushioned-vinyl sports flooring features a best-in-class surface treatment that makes the product naturally bacterio- and viro-static; meaning that it won't foster the growth of harmful microbes, including the Covid virus. In addition, the surface treatment virtually eliminates skin burn for athletes (like volleyball players) who frequently dive onto the surface during play. • The group has launched a number of initiatives designed to reduce energy and water use at our factories, leading to a goal of complete carbon neutrality within 20 years. We have already instituted design changes such as a gravity feed system for raw materials and product processing that significantly reduces the amount of electricity required at those plants. • All of our sports-surfacing products are designed for longevity and continued performance throughout their lifespan. Hardwood floors can be refinished from time to time, and properly maintained, carry a lifespan of 35 – 40 years, making it likely that a replacement floor in some facilities will never be required. Our other products routinely provide service for 20 – 25 years in the field, making our product lines among the most durable options in the industry. • Improvements in the design of our outdoor sports surfaces represent a revolutionary leap forward, creating better wet/dry traction, reducing skin burn, and generating higher levels of shock absorption and injury protection. • We manufacture and design our products under a continuous improvement mandate, which means we are always looking for better compounds and chemicals, more environmentally friendly materials and processes, more efficient ways to produce and create our products. This might entail increasing the percentage of recycled materials used in producing a particular product or the inclusion of more rapidly renewable materials. • We have also increased our focus on creating products with an environmentally favorable, simple and cost-efficient maintenance protocol. Our wood floors are recoated every year or so, generally with water-based finishes, and require no other maintenance than a dry mop to keep them clean. Gerflor-branded products features surface treatments that resist staining and marks, making those products simple to maintain with an auto-scrubber or similar equipment. Sport Court's indoor gym surfaces also employ a proprietary surface treatment that virtually never wears out, nor does it require any in-field treatment or re-coating. <p>These are just a few examples of our work to provide environmentally responsible products that deliver the best lifespan, durability, and low maintenance costs of any products in the industry. We are also noted for the unique problem-solving characteristics of our flooring solutions, making it possible to address situations like slab moisture in the installation of our products.</p>
75	Describe any sustainability design features your product offers.	<p>Some of our sustainability and green-manufacturing efforts are detailed elsewhere in the proposal, but our products are:</p> <ul style="list-style-type: none"> • 100% compliant with REACH, European legislation that mandates the inclusion of no harmful chemicals in our products • 100% FloorScore certified, indicating indoor air quality performance that far exceeds the requirements of California Prop 65, and ensures no harmful VOCs are emitted through our products. • Contributory to many of the LEED requirements for 'green' building, with third-party validated Environmental and Health Product Declarations. • Manufactured in ISO-certified factories with an emphasis on the reduction of energy and water usage.

76	Describe the installation process and how it is managed from product order to completion.	<p>Once a project has been ‘won’, the installation process across our various brands looks something like this: Our local dealer or contractor, who has discussed, negotiated and worked to design the best solution for the customer’s needs, then orders the necessary sports-flooring products and accessories from our Connor, Sport Court or Gerflor offices. Each of these brands operates independently on a day-to-day basis, although all three are managed by the same management team and guided by the same values and principles, although some specific policies may vary by brand. Lead times for the production and/or delivery of all products is established by the logistics and sales teams of each brand, so a dealer/contractor can know when to expect delivery of the required products and can coordinate the other elements of the installation or construction. Some projects (such as outdoor courts) frequently require the placement of a new concrete slab, and the contractor can coordinate that phase so that the slab is poured and cured and ready for installation when the products arrive. In other cases, such as renovations or flooring replacements indoors, the process is focused on cleaning, leveling and preparation the slab or sub-floor to receive the sports-flooring products for a flat, level and satisfactory playing experience. Once the site prep is completed and the product has arrived, the contractor can then build or install to the customer’s specifications the athletic surfacing and any accessories or equipment related to the project. The duration of an installation may vary by size and product type, but if other trades are complete and not intruding on the process, most sports-flooring products can be installed in a few days to a few weeks. Permanently installed wood floors probably take the most time, because the installation process requires installation of both the sub-floor and the maple strip, then a process of sanding and finishing the surface.</p>
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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](#) - Gerflor USA Products & Pricing Grid Final.xlsx - Wednesday March 09, 2022 11:54:27
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 09, 2022 12:24:15
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday March 09, 2022 13:10:24
- [WMBE/MBE/SBE or Related Certificates](#) - Sales & Service Network.xlsx - Wednesday March 09, 2022 13:11:50
- [Warranty Information](#) - Warranty Information.zip - Wednesday March 09, 2022 13:21:25
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday March 09, 2022 13:11:34
- Upload Additional Document (optional)

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. - Joel McCausland, Director, Sales Support, Gerflor USA, 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-GER**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Gerflor USA, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Athletic Surfaces with Installation, Related Equipment, Materials, and Services to Sourcewell and its Participating Entities, effective May 27, 2022, through May 26, 2026 (Contract).

On April 1, 2023, Supplier acquired Snap Lock Industries and now wishes to add Snap Lock's complete product line to the Contract.

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 8/15/2024 | 9:23 AM CDT

Gerflor USA, Inc.

DocuSigned by:
By: Joel McCausland
FE9D896A5AD942E...
Joel McCausland

Title: Director

Date: 8/15/2024 | 8:16 AM MDT