



**Solicitation Number: 061323**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Roppe Corporation, 1602 N. Union Street, Fostoria, OH 44830 (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 Flooring Materials with Related Supplies 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2027 (the "Initial Term"), unless it is cancelled sooner pursuant to Article 17 or 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances, subject to written agreement by Supplier.

B. **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 set forth herein 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 that all Equipment, Products, and Services will be warranted as set forth in Supplier's then-current standard warranties with respect to such items. 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 to the extent permitted.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell 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 to the Participating Entity's requested hub delivery location, and further delivery charges may apply with respect to delivery to any other locations.

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 (which in no event will exceed 30 days following delivery) 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 (which in no event will exceed 30 days following delivery). In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier promptly and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that conform to this Contract.

Notwithstanding anything set forth herein, each of Sourcewell's or any Participating Entity's sole remedy with respect to any damaged or non-conforming Equipment or Product provided by Supplier, shall be either, at Supplier's option, (i) replacement of the nonconforming Equipment or Product with conforming Equipment or Product or repair of such nonconforming Equipment or Product or (ii) a refund of the cost paid by such Participating Entity for such non-conforming Equipment or Product.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective condition that do not conform to the warranties set forth herein.

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. Each Participating Entity shall be responsible for all taxes arising from the sale of products or services hereunder (other than taxes based on Supplier's income) except with respect to taxes for which a valid tax-exemption certification has been provided to Supplier.

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; provided, however, Supplier will not owe any administrative fees to Sourcewell with respect to any amounts not actually paid to Supplier. Supplier shall have no obligation to continue to provide any products or services to any Participating Entity that has unpaid amounts due to Supplier until such unpaid amounts are paid.

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 or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract, unless agreed to in writing by the Participating Entity.

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; provided, however, Supplier will not owe any administrative fees to Sourcewell with respect any such separate, standalone agreements.

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

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;

***Provided that Participating Entity shall remain liable to Supplier for any Products, Equipment or Services previously delivered to and accepted by such Participating Entity or which have been specifically identified for delivery to such Participating Entity prior to receipt of such notice.***

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment and Products sold by Seller to Participating Entities. For purposes of clarity, no administrative fee shall be payable with respect to any services provided by or on behalf of Supplier. 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 Sourcewell the administrative fee as stated in the Proposal for the total sales of all Equipment and Products 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 Contract 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 reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of (i) Supplier's negligence or misconduct, (ii) any infringement claim against Sourcewell arising out of Sourcewell's permitted use of the trademark license from Supplier set forth in Section 13 or (iii) any injury or death to person(s) or property solely to the extent actually caused by some defect in the Equipment, Products, or Services provided by Supplier 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.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

**UNDER NO CIRCUMSTANCES WILL SUPPLIER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT EXCEED TWO TIMES THE TOTAL AMOUNT OF AMOUNTS PAID TO SUPPLIER WITH RESPECT TO PURCHASES UNDER THIS CONTRACT DURING THE 12 MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

## **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, 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. *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 liability-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

Roppe Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/28/2023 | 10:22 AM CDT

DocuSigned by:  
*A. Bart Rogers*  
3BAB3D78323A407...  
By: \_\_\_\_\_  
A. Bart Rogers  
Title: VP Sales & Marketing  
Date: 10/2/2023 | 6:56 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 10/2/2023 | 8:57 AM CDT

# RFP 061323 - Flooring Materials, with Related Supplies and Services

---

## Vendor Details

Company Name: Roppe Holding Company

Does your company conduct business under any other name? If yes, please state: Roppe Corporation, Six Degrees, FlashCove, Procedo, Flexco

Address: 1602 North Union St.  
Fostoria, Ohio 44830

Contact: Kristy Nash

Email: knash@roppe.com

Phone: 419-619-5766

HST#:

## Submission Details

Created On: Monday May 08, 2023 11:46:27

Submitted On: Tuesday June 13, 2023 16:13:58

Submitted By: Kristy Nash

Email: knash@roppe.com

Transaction #: 9dadefd2-08ce-471d-8547-f053c62e9d04

Submitter's IP Address: 70.126.27.67

---

## 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")	Roppe Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Six Degrees Flooring Surfaces, a sister company to Roppe Corporation, also has materials included in this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Roppe Corp, Roppe Six Degrees Flooring Surfaces, Six Degrees
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UK3SMCDHQK4
5	Proposer Physical Address:	1602 N Union Street Fostoria OH 44830
6	Proposer website address (or addresses):	<a href="https://roppe.com/">https://roppe.com/</a> <a href="https://sixdegreesflooring.com/">https://sixdegreesflooring.com/</a>
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):	A. Bart Rogers Vice President Sales & Marketing 1602 N Union Street Fostoria OH 44830 brogers@roppeholdingcompany.com 419-435-8546
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristy Nash Manager of Strategic Accounts 1602 N Union Street Fostoria OH 44830 knash@roppeholdingcompany.com 419-619-5766
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Dubois Director of Sales 1602 N Union Street Fostoria OH 44830 bdubois@roppeholdingcompany.com 508-688-4504

**Table 2A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	Flooring Rubber Tile and Rubber Sheet  All Roppe rubber tile products have special features, such as: <ul style="list-style-type: none"> <li>• Free of Red List chemicals, PVC, phthalates, and halogens. High performance compound developed for durability while still providing comfort underfoot.</li> <li>• Made in the U.S.A. and meets FloorScore®, NSF332 Platinum and CHPS criteria.</li> <li>• All standard colors available at a Single Price Point within your selected palette.</li> <li>• Additional color palettes and formulations offered where noted.</li> </ul> Raised Design - Available in seven profiles – Slate Design, Low Profile Raised Design, Textured Design, Raised Square Design, Raised Circular Vantage Profile,

Hammered and Warning Tile Design – designed for high durability and ease of maintenance throughout the product life cycle. Most profiles available 19-11/16" x 19-11/16" tile sizes and 1/8" gauge.

- Solid, Marbleized, Fiesta and Symmetry color palettes
- ReNew cork-infused rubber formulation and Performance Compounds available

Dimensions - Available in 3 profiles: Crackle, Random and Stripe. Designed for high durability and ease of maintenance throughout the product life cycle. Available in 19-11/16" x 19-11/16" tiles and 1/8" gauge.

- Fiesta, ReNew cork-infused rubber and Symmetry palettes available

Smooth Finish Rubber Tile – available in 12" x 12" and 19 11/16" x 19 11/16" in gauges of 1/8" and 3/16".

- Marble, Fiesta and Symmetry color palettes only
- ReNew cork-infused rubber formulation available in limited profiles and colors

Envire® Rubber Sheet and Tile - Available in smooth 74" x 50' x .100" gauge rolls that allow for 2" selvage edge and a more seamless installation. Tiles are available in smooth 24" x 24" x .100". Symmetry color palette only.

#### Specialty Tiles

ESD Tile - Available in rubber and vinyl, both are heat-weldable. Size options for rubber are 24" x 24" x .080" and available in 12 colors. Vinyl is available in three sizes: 12" x 12", 24" x 24", 36" x 36", all 1/8" gauge available in 9 colors.

Tuflex® – Multipurpose rubber floor tile. Available in 27" x 27" x 3/8", square edge glue-down or interlocking loose-lay. 14 color options.

Tuflex® Marble - Multipurpose rubber floor tile. Available in 27" x 27" x 3/8", square edge glue-down or interlocking loose-lay. Five color options.

Gallant – Multi-use rubber floor tile. Available in 24" x 24" x 1/4", seven marble color options, hammered profile.

Armour - Multi-use rubber floor tile. Available in 24" x 24" x 1/4", seven solid color options, hammered profile.

Rop-Cord® Recycled Rubber Tile - Slip-resistant product comprised of 90% recycled material suitable for interior and exterior applications in 12" x 12" x 3/8".

#### Solid Vinyl Tile

ReNew Solid Vinyl Tile - Resilient, homogenous solid vinyl tile formulated using bio-based phthalate free plasticizer from a rapidly renewable resource. Heat weldable and available in three sizes: 12" x 12", 24" x 24", 36" x 36", all .080" gauge.

#### Vinyl Sheet

Obsidian Vinyl Sheet w/ SilkShield – Homogeneous multi-use vinyl sheet. Available in 6'6" x 75'6" x .080". Available in 12 colorations, smooth. SilkShield finish embodies strength for performance without being rigid, so it won't shatter as it wears requiring reapplication to regain the benefits for the life of the floor.

ShockGuard – Heterogeneous multi-use vinyl sheet. Three woodgrains available in 5'11" x 85' x 1/4" rolls and seven solid colors available in 5'11" x 49' x 1/4".

Hammered embossed profile, SilkShield finish.

ESD Vinyl Sheet – Dissipative, heterogeneous sheet, available in 6'6" x 49'2" x .080" rolls. Available in three colors that coordinate with our ESD vinyl tiles, smooth profile.

#### Luxury Vinyl Tile (LVT)

All LVT is Made in USA. Tiles and planks are formulated with non-phthalate plasticizers using 100% virgin materials, with over 50% of the raw materials sourced within a 100-mile radius.

Northern Timbers, Northern Parallels, and Symmetry Planks and Tile -Available in 62 colors/woodgrains/abstracts and stones in a wide variety of planks and tiles.

Plank sizes range from 4" x 36" x 1/8" to 9 1/4" x 59 1/4" x 1/8". Tiles sizes include 12" x 24" x 1/8" to 18" x 18" x 1/8". 8 Loose Lay options offered in 6" x 48" x 3/16" Northern Timbers planks. 28 mil standard wear layer with a 20-year commercial warranty. Additional wear layer and thickness options are available, minimum quantities apply.

Six Degrees Radius 2.0 – Available in 16 colors /abstracts and planks. Plank sizes are 7 1/8" x 47 1/4" x 1/8" and Tile sizes are 18" x 18" x 1/8". 20 mil standard wear layer with a 20-year commercial warranty. Additional wear layer and thickness options are available, minimum quantities apply.

Six Degrees Compass Tile and Plank - Available in 56 colors solids/woodgrains/abstracts/stones. Plank sizes are 6"x 48" x 1/8" plank, 12" x 24" x 1/8" and 18"x 18" x 1/8" tiles. 28 mil standard wear layer with a 20-year commercial warranty. Additional wear layer and thickness options are available, minimum quantities apply.

#### Stair Treads

Rubber Stair Treads – Available in 9 profiles, the majority of which match up to Roppe rubber tile. ADA-compliant and all profiles can be fitted with embedded

visual contrast abrasive strips or rubber inserts. Standard lengths range from three feet to six feet with five profiles available up to nine feet. Now warranted to no longer require epoxy nose filler. One-piece tread/riser combinations or traditional treads are options for specific profiles.

- Solid, Marbleized, Fiesta and Symmetry color palettes available
- ReNew cork-infused rubber formulation and Performance Compounds available in limited profiles and colors

Vinyl Stair Treads – Available in 2 profiles. ADA-compliant and all profiles can be fitted with embedded visual contrast strips/rubber inserts. Sizes are 42", 48" and 72" offering in 15 colors.

Six Degrees LVT Stair Treads – Designed to match select Roppe and Six Degrees LVT colors. Stair treads are available in lengths from 36" up to 108". Fits to 1/8" thickness /28 mil LVT tiles and planks. Nominal tread depth is 14-1/8"; riser height is 8-1/4". Stair tread depth and height can be trimmed to fit.

#### Wall Base

##### Pinnacle and Pinnacle Plus

Pinnacle and Pinnacle Plus rubber wall bases are Free of Red List chemicals, PVC, phthalates, and halogens. The products are made in the U.S.A. and meet FloorScore®, NSF 332 Platinum and CHPS criteria. All 70 standard colors inherent throughout and available at a Single Price Point. Custom colors available, minimums apply.

Pinnacle is available in a wide range of heights: 2-1/2", 3", 3-1/2", 4", 4-1/2", 5", 5-1/2" and 6". Profile options in standard 4" include cove, no toe, butt toe, long toe (1") and sanitary base (2").

Pinnacle Plus profiled rubber wall base is available in 15 profiles that range in heights from 2-1/2" to 5-1/2". For both Pinnacle and Pinnacle Plus, corner options available.

##### Contours/ 700 Series

Contours profiled wall base system and the 700 Series wall bases are made from durable thermoplastic rubber compound (rubber-vinyl blend) and contains bio-based phthalate free plasticizer, from a rapidly renewable resource. The wall bases are made in the U.S.A. and meet FloorScore®, NSF 332 Platinum and CHPS criteria. All 30 standard colors available at a Single Price Point. Other Roppe colors and custom colors available, minimums apply.

Contours is produced in 32' – 120' cartons, depending on profile selected.

Available in 17 profiles with heights ranging from 3" to 7-3/4", with quarter round and corner options available.

700 Series is produced in 4' lengths/120' per carton or 120' coils in cove or no-toe. The wall base thickness is 1/8". Available in standard 2-1/2", 4", 4 1/2" & 6" heights. Ribbed back for positive adhesion and top-lip design that helps base fit tightly against wall.

##### Vinyl Wall Base

Thermoplastic compound contains bio-based phthalate free plasticizer, from a rapidly renewable resource. The wall base is made in the U.S.A. and meets FloorScore®, NSF 332 Platinum and CHPS criteria. The co-extruded top layer resists scuffs and scratches.

Roppe vinyl wall base is available in standard 1/8" (3.175mm) or .080" (2.03mm) thicknesses. Standard 2-1/2", 4" & 6" heights in 4' lengths/120' per carton or 120' coils in cove or no-toe. All standard 70 colors available at a Single Price Point.

#### Accessories

Rubber Accessories – Available in a wide variety of nosings, adapters/transitions, reducers, corner guards, and thresholds. NOTE: Roppe rubber accessories are manufactured in all 70 standard Roppe colors, a feature that is unique in the flooring industry.

Vinyl Accessories – Available in a wide variety of nosings, adapters/transitions, corner guards, quarter round and subfloor levelers. 30 color options.

##### Adhesives and Underlayment materials

Available in a full range of acrylics, epoxies, urethane epoxies, water-based contact adhesives, ESD adhesives, pressure-sensitive installation tapes, and acrylic aerosols. VOC ranges are from zero to low. As a sub-category to Adhesives, Roppe offers cementitious patches as well as self-leveling underlayments, cork sound control and floating sound underlayments.

##### Floor Maintenance, Tools and Accessories

Maintenance Products - Available in a full range of cleaners/maintainers, high performance floor finishes, and finish removers. An offering of installation tools also available such as trowels, adhesive applicators and supplies for floor buffers.

11	What levels of service (material only, turnkey, other) are being proposed?	The level of service being offered is material only. Roppe does not offer turnkey at this time. However, for the purposes of this Contract, labor 'Not to Exceed' limits are included in the pricing portion of the proposal and should be adhered to by flooring contractors when installing Roppe materials for Participating Entities.	*
12	Does the response include installation services?	Installation services are not directly included in this response. However, Roppe is happy to help connect a Participating Entity with floor covering contractors. We are preferred vendors of multiple national flooring contractor co-ops such as Starnet, Fuse Alliance, American Home Surfaces Group, CCA Global and Abbey. These co-ops stay on top of industry best practices with trained installers and are typically the best of the best in their markets which covers the United States and Canada.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Not applicable due to Roppe not directly including installation services in this Proposal.	
14	How does the Participating Entity select an installer?	While this is not applicable due to Roppe not including installation services in this Proposal, but it should be noted we will not restrict any installers, dealers or flooring contractors from utilizing our products on contract for Participating Entities. If requested, we will be happy to provide a list of local flooring contractors for installation options.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Not applicable due to Roppe not directly including installation services in this Proposal.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Not applicable due to not directly including installation services in this Proposal. A standard installation agreement would originate from the flooring contractor for the Participating Entities.	*



**Table 2B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	breadth of vinyl and rubber flooring options
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	tile, tread, sheet, wall base, multi-purpose flooring, accessories - nosings, transitions, reducers
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	tile, plank, sheet, wall base, nosings, transitions, reducers
25	Broadloom	<input type="radio"/> Yes <input checked="" type="radio"/> No	
26	Carpet Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input type="radio"/> Yes <input checked="" type="radio"/> No	
29	Floor mats	<input type="radio"/> Yes <input checked="" type="radio"/> No	
30	Rugs	<input type="radio"/> Yes <input checked="" type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	adhesives such as acrylic, urethane, epoxy, tape; maintenance products such as cleaner, floor finish, finish remover; trowels and applicators to dispense adhesive.
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	IMPACT Program - brochure attached.

**Table 3: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This price level is the sharpest Roppe offers in that it commits the entire value chain to an end cost for the client. This differs from GPOs in that those agreements do not hold the flooring contractor to an established resell price level.

**Table 4: 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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Roppe is presenting line-item discounts. Per the attached price list, the Retail price and proposed Sourcwell contracted price is listed for each line-item with the Sourcwell discount being approximately 24%.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Roppe is not including installation services directly through turnkey but has addressed a labor guide in the proposal pricing document for 'Not To Exceed' pricing that flooring contractors will adhere to if sourcing material via the Sourcwell Contract for Participating Entities. Prevailing wage requirements are addressed as the labor rates are geographically noted. Ultimately, it will be the responsibility of the flooring contractor to ensure all federal, state, and local laws are followed.	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed Sourcwell price point provides approximately a 24% discount off Retail price, or MSRP. Retail price and proposed Sourcwell price is included on each product line item.	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be provided on a project-by-project basis. We are also open to discussing volume discounts for aggregate purchases under a Participating Entity's procurement umbrella. For example, a pricing commitment for all rubber treads, wall base and transitions within a school district rather than only for one campus, or project.	*
38	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.	Any products sourced as "open market" or "nonstandard options" will be quoted project by project at "cost plus a percentage." A discount will be applied if ordered with "on contract" materials for Participating Entities.	*
39	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.	The proposed Sourcwell pricing only includes material and standard delivery to Roppe's authorized distribution hubs in the United States. All other costs such as broken carton fees, freight to the Canadian distributor network, fuel surcharges, brokerage charges for customs and duty importing to Canada, federal, state, local and any other imposed taxes by any governmental agency, installation, maintenance, and dealer/flooring contractor project management fees are not included.	*

40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Our strategy aims to minimize uncertainties and simplify the complexities prevalent in the transportation industry today. By implementing efficient process controls, we offer Participating Entities a comprehensive program for freight, shipping, and delivery. This program allows Participating Entities the advantage of incorporating standard delivery within the contiguous United States to our distribution hub, utilizing Roppe's regularly scheduled fleet. For shipments moving from the distributor hub to the flooring contractor, delivery fees vary based on location and distributor partner. These fees range from being inclusive up to \$200 per delivery. Our distributor network consists of hubs strategically located across the United States, serving all major cities and surrounding areas. Furthermore, we provide a dedicated logistics resource to address any additional costs or services required.</p> <p>There are instances in project scheduling where expedited delivery is necessary. Sz15 Logistics possesses the expertise to provide these additional services at a highly competitive cost for Participating Entities. These services may include Less than Truckload (LTL) shipments, Truckload shipments, Small Package shipments, with options for both standard ground and expedited delivery transit. Additionally, we offer supplementary services like lift gate assistance or inside delivery to meet specific requirements.</p> <p>As a component of our program, we will also extend Sz15 Logistics' specialized services. These services will enable any Participating Entity to access electronic and telephonic channels for obtaining supplementary freight quotes and delivery assistance. This includes various types of delivery services, such as job site deliveries, offshore and international shipments, expedited deliveries, final mile, and white glove service. By utilizing this service, Participating Entities will have immediate access to a freight management service that focuses specifically on flooring-related needs. In addition to facilitating final deliveries, this service will serve as a consulting resource, offering industry-leading shipping rates that capitalize on our extensive shipping volume.</p>
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Our dedicated logistics subsidiary, Sz15 Logistics, will provide freight services for deliveries in Alaska, Hawaii, Canada or any offshore location. Sz15 Logistics provides electronic and telephonic access to any Participating Entity where additional freight quotes and services are required. Freight terms for these points are defined as "Prepaid and Add" which means the freight is quoted per delivery and once given approval on this cost per the Participating Entity, the material will be shipped, and the freight cost will be billed accordingly along with the material invoice.</p>
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We offer Participating Entities delivery options through our Hub or Distribution network, utilizing various methods. This enables us to make weekly, pre-scheduled deliveries with a track record of over 99% on-time performance. By adhering to these schedules, our Logistics team optimizes the available trailer capacity, ensuring that we meet the promised delivery dates. Furthermore, our dedicated subsidiary, Sz15 Logistics, manages a network of additional dedicated resources, expanding our coverage. Through these partnerships, we can transport LTL-sized shipments deep into our dedicated delivery network, allowing us to drop ship them from locations closer to the end user. This process, known as "zone skipping," grants Participating Entities competitive rates and efficient service for jobsite or end user deliveries, meeting project requirements. Thanks to our extensive experience in the floor covering industry and the nationwide delivery network under our control, Roppe can offer Participating Entities lower rates and services that are not available through other external sources.</p>

**Table 5: Payment Terms and Financing Options**

Line Item	Question	Response *
43	Describe your payment terms and accepted payment methods.	Roppe sells to its distributor network and offers payment terms of Net 30, with an additional discount of 3% if paid within 15 days (3% 15, Net 30).
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any leasing or financing options available.
45	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.	Since we sell through distribution, Participating Entity-facing documents such as order forms, terms and conditions and service level agreements would initiate from the flooring contractor. Moving deeper into the sales channel would be sales order confirmations to the flooring contractor from distribution and then from Roppe to the distributor partner. Also attached is an example of quote that displays the co-op/GPO buying group. This indicates special pricing is applied and communicated through the sales channel.  ATTACHMENT (1): additional content zip file_Table 5_line item 45
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	At this time, we do not accept the P-card due to our distribution business model.

**Table 6: Audit and Administrative Fee**

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Roppe's self-audit process is two-fold. Each Sourcwell requested quote through the sales channel is captured in our CRM platform and assigned a number that is referenced should a quote come to fruition. Additionally, monthly reports are set up for auto-generation to review the orders placed against quotes related to buying groups, co-ops and group purchasing organizations. These reports are then utilized for quarterly reporting. Secondly, Roppe's Manager of Strategic Accounts will review all sales reports to ensure pricing is in accordance with the contract prior to submitting administrative fee payments.  ATTACHMENTS (3): additional content zip file_Table 6_line item 47
48	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.	If Roppe is awarded a contract, there are several metrics we plan to employ to measure success.  - Sales: quarterly review to communicate trends to regional sales managers and local sales personnel. We will drill down by distributor to provide focused adjustments and additional education, should the need be present.  - Project tracking (stages/timeline) via CRM: the sales team will be responsible for an assigned number of projects involving Participating Entities in the pipeline. This keeps the sales team accountable and on top of related managed relationships.  - Marketing communication – Roppe's marketing team tracks the results of email campaigns with open rates and click-throughs. It is expected the messaging will provide education and value relevant information to the Sourcwell community.
49	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Roppe is proposing a 2% administrative fee on all product sales under Contract.

**Table 7: Company Information and Financial Strength**

Line Item	Question	Response *
50	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>History</p> <p>Roppe Corporation will celebrate 70 years of success in 2025. Roppe was founded by Thony A. Roppe in July 1955. In the beginning there were only seven employees and Mr. Roppe. The office and all the compound mixing, raw materials, storage, extruding and finishing were conducted within a 5,000 sq ft workroom.</p> <p>Mr. Roppe served as President until his death in November 1972. After the founder's death, Donald P. Miller was elected President of the Corporation and continues to serve as President, Chairman of the Board and CEO today.</p> <p>The goals and principles of the Company can be simply stated: To ensure the security and growth of both the employees and Company by manufacturing the highest quality products and providing prompt, dependable customer service. Working through its growth pains, the Company has evolved to present-day Roppe Corporation – with 700 employees - and is particularly proud that it has remained a privately held corporation with no debt.</p> <p>Ateco of Miami was started as a joint venture in the 1980s, Seneca Millworks of Fostoria was added in the 1990s when its founding family retired, Flexco of Tuscumbia was acquired in the 2000s, Six Degrees of Fostoria was started as a joint venture in the 2010s, and the new RHC headquarters office complex was completed in 2021, bringing Roppe facilities total square footage to 2,000,000. Nearly as novel as a corporation with no debt, Roppe revenues grew 10% during the Covid pandemic years of 2020-2022. Employees worked together to supply products as promised to customers with no disruptions, no Covid-related plant closures.</p> <p>Mission and Values</p> <p>Roppe Corporation has gained an excellent nationwide reputation as a supplier of the finest rubber products on the market. Our employees are known for producing high quality products and for delivering those products on time, when needed. Roppe Corporation is a world-class, performance-proven leader in the manufacture and distribution of superior quality products, dedicated to providing our worldwide distributors/partners with unparalleled service, dependability, and commitment to the future.</p> <p>That is our Mission. Even more simply stated, it is about the people with whom we work and serve:</p> <ul style="list-style-type: none"> <li>- With the help of our distributors and representatives worldwide, we will capitalize on the growth potential of the Company, by continuing to expand the sales of our products into new markets, both domestic and international, and form alliances that will benefit the growth and financial strength of the Company.</li> <li>- We will continue to invest in the best technology and develop innovative new products that fulfill the ever-changing needs of the floor covering industry. In producing these products, we will share in the world's obligation for the protection of the environment.</li> <li>- To recruit, develop, motivate and retain highly productive employees of exceptional ability, integrity, and dedication by providing supportive leadership, an attractive compensation and benefits program, the opportunity for growth and a high degree of support for their families.</li> <li>- Through the support and leadership of our employees, we will continue to be a positive influence on our community and will maintain our goal to improve the quality of life for its citizens and children. This mission will be accomplished through the efforts of our outstanding employees.</li> </ul> <p>Our Values include treating each other with dignity and respect, listening to one another, working safely, making quality products, giving and receiving constructive feedback, and being on time for scheduled shifts and meetings.</p>
51	What are your company's expectations in the event of an award?	<p>In the event of an award, we first would expect an onboarding process with the Sourcewell team to further gain an understanding of effective means and rules of communication with Participating Entities. This will ensure Roppe management takes the right approach leading marketing, communications, and sales teams to engage, train and empower our entire value chain to develop relationships and secure business with Participating Entities. Our sales professionals will use this to begin setting appointments and meeting with Participating Entities. We strongly believe Roppe will be viewed as a value to the Sourcewell co-operative and will continue to look for Participating Entity feedback, best practices and avenues to mutual success.</p>

52	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>Roppe Corporation is a very successful company that has been in business since 1955. It is privately owned by the Miller family and therefore keeps its financial information confidential. Roppe Corporation is profitable and has an annual financial audit performed each year by an independent CPA firm resulting in an unqualified (best) opinion. It is financially sound and has assets in excess of \$100M. Roppe Corporation has the highest credit rating as exemplified by its debt-to-equity ratio of .36.</p> <p>Please also reference Dun &amp; Bradstreet report, bank letter of reference and auditor opinion (all documents attached).</p> <p>ATTACHMENT (1): Financial Strength &amp; Stability section</p>	*
53	What is your US market share for the solutions that you are proposing?	The US market share for the solutions Roppe is proposing is 5% of the resilient flooring market segment.	*
54	What is your Canadian market share for the solutions that you are proposing?	The Canadian market share for the solutions Roppe is proposing is 1% of the resilient flooring market segment.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Roppe has never petitioned for bankruptcy protection.	*
56	<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>b) Roppe is a manufacturer with more than 65 years of proven experience in the floor covering industry with a distributor network averaging 28 years of partnership, some with over 40 years. We are experienced, consistently stable, and successful in traditional ways of doing business that shine through our entire value chain. Our team is comprised of a combination of direct and third-party employees. Locally available sales professionals, comprising more than 300 distributor sales personnel across the United States and Canada, are led by strategically located Roppe regional managers. Regional managers oversee all aspects of business regarding product and industry education, training, sales, and stocking programs. Roppe's sales network also includes flooring contractors. These are third party employees but work closely with regional managers and distributor sales personnel. Roppe also maintains direct relationships with a large portion of the commercial flooring contractors in every major metropolitan city by way of commercial flooring contractor co-ops, like Starnet and Fuse.</p>	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Roppe Corporation has no "Suspension or Debarment" information that has applied to our organization.	*

**Table 8: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	Roppe does not actively seek awards based on company achievements or management distinctions, preferring instead to let Roppe products earn their recognition and praise through performance. In this light, Roppe and Six Degrees products have been listed in multiple Starnet Design Awards submitted by installers and contractors. In 2023, Roppe was listed in a Starnet Gold Design Winner for People's Choice and Silver Design Winner in the Hospitality/ Public Space category (Flint Hills Discovery Center Playscape, Manhattan, KS). In 2022, Roppe and Six Degrees were listed in a Starnet Gold Design Award in the Education category (All Saints Episcopal School); Roppe was listed in a Starnet Gold Design Award in the Healthcare category (University Medical Center Pediatric and Radiology Renovation, Lubbock, TX). Roppe received the Symposium Distinction Award in 2019 for Most Sustainable Product for Envire Rubber Sheet with FlashCove System, from the Healthcare Facility Symposium and Expo. Envire Rubber Sheet with FlashCove was recognized for the red list chemical free formulation, the innovative protection of baseboards from punctures by furniture and equipment, and for ease of cleaning. Roppe and Six Degrees received a Case Study Award in 2017 from Sustainable Purchasing Leadership Council for "onshoring" a manufacturing partner from South Korea to Fostoria, Ohio. This award for small town economic sustainability was noted by SPLC President Sam Hummel in the award ceremony as a "unique contribution to corporate sustainability performance."	*
59	What percentage of your sales are to the governmental sector in the past three years?	Roppe's percentage of sales to the governmental sector in the past three years is approximately 25%	*
60	What percentage of your sales are to the education sector in the past three years?	Roppe's percentage of sales to the education sector in the past three years is approximately 40%.	*
61	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?	Roppe is part of several commercial flooring cooperatives; Starnet, Fuse, America Home Surfaces Group, CCA Global, Abbey as well as awarded suppliers of healthcare Group Purchasing Organizations Vizient and Premier. The total combined annual sales volume over the past three years in millions: \$44, \$48, \$60, respectively.	*
62	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?	Roppe has a Supply Arrangement with Continental Flooring Company based in Scottsdale, AZ for an MAS contract. Annual sales volume for the last three years: 2020 - \$231,000 2021 - \$132,000 2022 - \$120,000	*

**Table 9: Top Five Government or Education Customers**

**Line Item 63.** Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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 *	
university	Education	New York - NY	dormitory rooms, LVT	approx \$100,000	\$350,000	*
school district	Education	North Carolina - NC	stairwell systems	approx \$30,000	\$75,000	*
naval base	Government	California - CA	stairwell systems	approx \$60,000	\$125,000	*
school district	Education	Nevada - NV	classroom flooring	approx \$100,000	\$300,000	*
DOT	Government	Michigan - MI	flooring & stairwell systems	approx \$60,000	\$325,000	*

**Table 10: References/Testimonials**

**Line Item 64.** Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Eastern University	Jeff Gromis	610-341-1775	*
Cal Poly Pomona	Joe Boyer	909-979-6391	*
University of Buffalo	Mary Clair Fahey	716-645-5620	*

**Table 11: 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 *	
65	Sales force.	By dividing the sales force into twelve regions and strategically locating Regional Sales Managers throughout the United States and Canada, Roppe ensures a strong presence in various markets. The Regional Sales Managers, as direct employees, closely collaborate with the Roppe Distributor Partner network to drive sales, effectively represent the company's products and build meaningful relationships with clients.  ATTACHMENT (1): additional content zip file_Table 11_line item 65	*
66	Service force.	The General Manager of Technical Services leads the service force, which is responsible for addressing customer questions and concerns related to ASTM Standards, specifications, maintenance, installation, and claims. Customers can reach out to the service force through telephone or email. The email address solutions@roppeholdingcompany.com is provided for prompt responses to customer inquiries, and the first available expert will handle the incoming messages. The goal of the service force is to provide timely and accurate support to customers, ensuring their questions and concerns are addressed effectively.	*
67	Dealer network or other distribution methods.	Roppe's distribution network in North America - the United States and Canada - has a total of 24 distributor partners who, in turn operate more than 140 branch locations. This means the Roppe brand has approximately 300 sales professionals who promote and sell our products to commercial flooring contractors as well as main street retail flooring dealers. The primary mission of this sales team is to build relationships with the customer base and understand and interpret their needs to provide appropriate solutions by pairing them with Roppe product offerings. The width and breadth of all these feet on the ground allows us to effectively reach a wide range of customers and ensure they are aware of our products that are available in the marketplace. This network puts into place the ability to timely serve the needs of commercial flooring contractors who work on large-scale projects, and the smaller main street retailers who cater primarily to smaller scale flooring needs in their local communities.  ATTACHMENTS (2): additional content zip file_Table 11_line item 67	*
68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	The employees of Roppe are proud of their ability to efficiently deliver most orders in under four weeks after receipt. To streamline the process and minimize unnecessary delays, accurate information needs to flow through the sales channel from the Participating Entity to the flooring contractor, local distributor, and ultimately the Roppe customer service team.  To start the process, the Participating Entity shall notify its flooring contractor of their relationship with Sourcewell. This alerts everyone involved in the sales channel to quote the project in accordance with the contract. Contract number, Participating Entity name and address, and material -- product, size, color, quantity -- should all be noted on the purchase order. A side mark is also recommended for ease of follow-up and project service. After the sale, follow-up is just as important to our team as making the sale. We want to ensure the Participating Entity is satisfied with their flooring investment.	*



69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Essentially, the relationship between all parties is that each is a customer of the next one through the value chain. Roppe's business model has been successfully proven for more than 65 years in that it sells product to wholesale floorcovering distributors who then resell product to the commercial trade (subcontractors/flooring dealers), who then provide product and service to the end user, who is ultimately the final customer making the investment in the flooring. Each level is equally important to Roppe and its continued success.	
70	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.	Roppe is dedicated to providing exceptional customer service with its team of 11 highly trained Customer Service Representatives (CSRs). These professionals are committed to delivering efficient responses, ensuring accuracy, and displaying excellent product knowledge. Roppe takes pride in its industry-leading customer service, which aims to meet and exceed the needs of its customers. The Call Center, (800-537-9527) is operated with a friendly voice – an actual person – and answers an average of 1,200 calls monthly. The friendly voice directs the caller into the queue where a knowledgeable and experienced CSR will provide the caller with the requested product information. With minimal wait times during peak call times, the queue works on rotation providing access 100% of the time. The call times vary from three to ten minutes depending on the subject matter. In order to cater to the increasingly growing trend of customers emailing, we also have integrated a Customer Email Center. Customer Service has a centralized email system to provide timely and informative information to inquiring customers. Additionally, an email inbox of Sourcewell@roppe.com will be added to our system to ensure contracted pricing and guidelines are communicated accordingly.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Roppe has 22 distributor partners with over 125 branch locations servicing just the United States with over 200 sales professionals entrenched in their respective territories. With set delivery schedules of weekly and bi-weekly depending on branch, Roppe is primed to service the United States.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Roppe has two distributor partners servicing Canada with 17 branch locations and over 100 sales personnel. Weekly trucks deliver to Toronto, London, Montreal, and Calgary. Distribution then moves orders deeper in their territories delivering to their additional branches.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Roppe intends to serve nonprofit agencies if awarded a contract.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no geographic area of the United States or Canada that Roppe will not be fully serving through the proposed contract.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are not any participating entity sectors that Roppe will not be fully serving through the proposed contract.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no known contract requirements or restrictions that would apply aside from differing freight terms. The contiguous United States is FOB shipping point and Hawaii, Alaska and US Territories are FOB shipping point. US Territories would be serviced through Roppe's International Sales.	*

**Table 12: Marketing Plan**

Line Item	Question	Response *
77	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>Our marketing plan would support the mission of Sourcewell: To build valued relationships and deliver innovative solutions with integrity, exceeding the expectations of our members.</p> <p>We would support the learning process through Sourcewell-approved media channels including:</p> <ul style="list-style-type: none"> <li>- Web</li> <li>- Email marketing</li> <li>- Product literature</li> <li>- Education/information webinars</li> <li>- Other Sourcewell media channels</li> </ul> <p>But this is not just about the membership. Our program would also include education of our sales and distribution network. Our regional sales team offers seasoned experience and vast product knowledge which allows them to confidently recommend products that are appropriate for the intended space use. Our long-standing distribution partnerships, averaging 28 years, provide additional resources which increases the availability of local support during product selection, installation and initial maintenance. Ensuring our entire value chain is educated, prepared and aligned will increase the level of satisfaction we expect your members to enjoy in their dealings with Roppe.</p> <p>ATTACHMENT: Marketing Plan/Samples zip file</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Roppe builds email marketing campaigns that make customers care, not just click. We focus on relevant benefits to build trust and relationships. We have developed and executed campaigns that have educated, informed and evolved. Our goal is to build and execute programs that are useful and inspiring - not promotional. We do not need to 'sell something today.' We do want the Sourcewell members to feel confident about their association with our brands and will support Sourcewell members via these channels as approved to continue to build that confidence.</p> <p>We are not always fortunate enough to have access to 'metadata', but when available we do analyze the information for insights into habits and practices to better align our messaging content to better serve the intended audience.</p> <p>Our website, <a href="http://www.roppe.com">www.roppe.com</a>, contains detailed product pages, and is easily searchable with downloadable PDF files and technical documents for quick access and sharing as needed. Our website is designed to provide high level information on our products at a glance, and details within 3 clicks when you need them. Corporate Sustainability Goals are available on a dedicated page and product pages share specific attributes. An online digital library allows for viewing folders typically found in libraries on your laptop, tablet or phone. Roppe University, also located within <a href="http://roppe.com">roppe.com</a>, contains all things educational for Roppe products in a single location. Additional resources available at <a href="http://roppe.com">roppe.com</a>:</p> <ul style="list-style-type: none"> <li>• Digital catalogs</li> <li>• Sample request page</li> <li>• IMPACT Recycling Page</li> <li>• COMING SOON: Segment specific pages to assist in finding flooring solutions</li> </ul>
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts emerging from this RFP would be to communicate newly awarded vendors to the Participating Entities through internal communications as well as press releases, provide Roppe with Participating Entity rosters, and deliver project pipelines, if available, in efforts to support Sourcewell's new relationship with Roppe.</p> <p>Integrating the newly Sourcewell-awarded contract into our sales process would be conducted in measured steps. The first step is to add Sourcewell to our CRM system to provide our team access to tools that help manage all phases of the sales process: appointments, project tracking, quoting, ordering, and reporting. Secondly, we would cross-reference the Participating Entity roster with current relationships to maximize the value to our customers who are already part of Sourcewell. Thirdly, we would instruct our local sales personnel to call on Participating Entities.</p>
80	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>At this time, Roppe does not offer e-procurement for governmental and educational customers as its business model facilitates sales to distributor partners.</p>

**Table 13: Value-Added Attributes**

Line Item	Question	Response *
81	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.	We are more than happy to respond to Participating Entities' requests for either initial maintenance or routine maintenance training for Roppe flooring that are installed in their facilities. We also offer technical advice and counsel on Roppe flooring materials that are being considered and will provide recommendations for particular applications that would be the most EVS friendly. These services are provided at no cost. Roppe's webpage features one-click access to an array of Technical information dealing with not only maintenance but cleaning products. Roppe has also posted a video library featured with up-to-date tutorials dealing with maintenance as well as installation best practices.
82	Describe any technological advances that your proposed products or services offer.	<p>Three products stand out as technological advances in resilient flooring:</p> <p>1.) Tuflex™ is a recycled, bio-based and recyclable rubber sports floor tile. Certifications include USDA Bio-Product, recycled content (SCS Global). Tuflex™ features high density compression molded construction with NO crumb rubber and is Red List Free.</p> <p>2.) Envire® with FlashCove™ is an assembly rubber sheet product system. Envire® Rubber Sheet with FlashCove™ has been awarded the Symposium Distinction Award for Most Sustainable Product. The Award recognizes the best and most innovative new products within the healthcare design &amp; construction industry. When this system is used, it provides complete floor to wall seamless coverage.</p> <ul style="list-style-type: none"> <li>• Envire® Rubber Sheet and Tile was developed in a premium formulation innovated by Roppe that is Red List Chemical Free. In addition to the healthcare benefits, the product needed to exceed the demands of a high-traffic environment which include exceptional wear resistance and dimensional stability. Simplified maintenance procedures that don't require a finish provide life-cycle cost benefits healthcare facilities and operators require.</li> <li>• FlashCove™ Prefabricated Bases offer a solution to the failures that plague site formed bases where seamless installations are a must, such as healthcare. This patented process enables FlashCove to offer a lifetime guarantee to perform against the daily use of maintenance equipment, point loads, small-wheeled traffic or chairs where other bases fail. The tighter radius creates a snug fit at door frames and allows for more thorough cleaning.</li> </ul> <p>3.) Impressions™ Stair Treads employ a new LVT process - unique to Six Degrees - and allows for a perfect match to most color lines found in Roppe and Six Degrees LVT flooring tiles and planks. Its primary attribute is ease-of- installation with a strikingly fluid appearance between the tread and floor.</p> <p>Regarding technology services, in 2021 Roppe partnered with the major platforms specializing in BIM (Building Information Modeling) design and Specification assistance. BIM Smith, BIMObject and CAD Details contain files of our main products lines within their platform's so designers can easily integrate our products into their designs using CAD or Revit files. SpecLink and MasterSpec aid specification writers by providing the important details needed to quickly and easily specify our products within their platforms.</p>
83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Green initiatives include the Roppe Impact Program, 2030 Environmental Sustainability Goals, ISO 14001 certification, US DOE Better Plants membership and energy reduction, and Corporate Sustainability Reporting. Two ESG assessments have recently been conducted via B Corporation's B Impact Assessment and Sustainable Purchasing Leadership Council's pilot Sustainable Procurement Assessment. Each of these initiatives is described below.</p> <p>The Roppe Impact Program is an industry-leading waste recycling program which has been underway for more than a decade. Roppe offers to recycle rubber flooring from projects where the current Type TS vulcanized rubber material is being replaced by Roppe flooring materials. The procedure is rather forthright: the original flooring materials are removed from the floor and loaded into Roppe-provided Gaylord containers. As long as it's rubber, this old flooring could be from any competitor, not just Roppe. (Roppe products are extremely durable, so it could be a long time before ours has to be replaced!)</p> <p>There are two paths for returned products and rubber waste. Background and directions for the program are found at <a href="https://roppe.com/impact/">https://roppe.com/impact/</a>.</p> <p>At this time, Tuflex is primarily composed of post-industrial rubber waste from the Roppe and sister company rubber production. Tuflex is certified as 24% recycled content by SCS, and also as 31% biobased content by USDA. It is planned to expand the Impact Program to also accept vinyl flooring products when the technology and infrastructure is in place; expected by 2030. Certifying agencies for Tuflex are SCS Global Services recycling content and the USDA Biopreferred Program for biocontent.</p> <p>The 2030 Environmental Sustainability Goals were set in 2021 and include eight objectives.</p> <ol style="list-style-type: none"> <li>1.) 25% energy reduction</li> <li>2.) 25% greenhouse gas reduction</li> <li>3.) 25% waste reduction</li> <li>4.) 25% increased use of waste material in products</li> <li>5.) 50% reduction of chemicals in water</li> <li>6.) 100% product transparency for adhesives</li> <li>7.) Fuel efficiency including 10% increase in miles per gallon</li> <li>8.) Fuel efficiency including 10% reduction in greenhouse gases</li> </ol>

These goals are an extension of the 2025 goals set in 2016, which were met five years early in 2019. Operations are now working to re-achieve the levels reached before the Covid-19 pandemic and also to attain new goals for 2030. Objectives include: Roppe is self-reporting environmental sustainability performance. Roppe 2030 Sustainability Goals are attached.

These environmental achievements are reported and tracked as part of an environmental management system called ISO 14001 Environmental Management Systems. This certification has been achieved for Roppe Plant #2 in Tuscumbia AL, and Plant #3 in Miami FL.

The Tuscumbia plant manufactures Roppe ESD Vinyl and Rubber Tiles, profiled TPR wall base, Envire rubber sheet and tile and Tuflex. Miami's plant manufactures 700 Series and vinyl wall base.

Roppe Plant #1 is located at Fostoria OH. A Steering Committee was formed at that facility in January 2023, and is actively pursuing ISO 14001. In Spring 2023, re-certification was held at Plants #2 and #3. The certifying agency for ISO 14001 EMS is TUV Rheinland.

The fourth environmental initiative is membership of Roppe Plant #2 in the US Department of Energy Better Plants program. Multiple staff have attended DOE training on steam systems, fans, motors and Energy Management Systems during the 'virtual meeting' era of 2019-2021, and the maintenance staff is utilizing borrowed DOE diagnostic equipment. Plant #2 is tracking its energy reductions from baseline 2019, and to date, 2% annual reduction has been documented. This is in line with reductions at Plants #1 and #3 that have not yet joined the program.

A final environmental initiative is reporting on Roppe progress. The Roppe Corporate Sustainability Report for 2016-2022 has been presented to 100+ Roppe employees and customers during 2022-2023 to gather feedback and conduct training. The format and approach follows the Global Reporting Initiative Guidelines (2020) and the UN Research Innovation manual on Preparing Authentic Sustainability Assessments (Nov 2022). A slide deck of the Corporate Sustainability Report labeled ROPPE CSR Slide Deck 2023 is attached.

The B Impact Assessment was conducted primarily to assess Roppe's social sustainability progress. This assessment is comprised of 200 questions that query the organization's impact on four groups: workers, community, environment, and customers, plus governance practices and materiality issues (what issues are germane or have social tension). Roppe scored 100.5 points and completed 91% of the questions in our first review.

The self-assessment helped communicate sustainability options to Roppe management (Finance, HR, Operations, etc.) and showed scores against similar industries and companies. While Roppe is not considering B Corp. Certification - which 3,000 companies have achieved worldwide - we are glad to know we stand in the middle quartiles among the 50,000 companies which have completed the self-assessment to date.

Roppe participated this month, May, in the pilot Sustainable Procurement Assessment with 30 other members of the Sustainable Purchasing Leadership Council. Roppe's Purchasing Manager and GM of Sustainability completed the questionnaire, which assessed how well we have integrated sustainable purchasing into business processes. The results will be available in July 2023.

ATTACHMENTS (2): additional content zip file\_Table 13\_line 83

84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>Resilient flooring is known for comfort and cleanliness. The specific contributions to health, quality of life and well-being of Sourcewell members come from its rubber and vinyl flooring properties:</p> <ul style="list-style-type: none"> <li>• Light reflectance – light reflectance values are available for all products and all colors. Roppe products LRVs run from 5 (black) to 95 (white), and the right matte or shine can be found for every project. High reflectance (high LRV) is recommended for schools and cafeterias, conducive to learning and reflecting cleanliness. Lower LRVs are recommended for senior centers and conference rooms.</li> <li>• The Roppe color array includes blues and greens and other colors known to contribute to ‘happiness’ and wellness. The advantages of designing nature-based colors and shapes into indoor environments can be studied through the field of biophilia.</li> <li>• Underfoot comfort – for teachers and administrators on their feet all day, rubber flooring (or a rubber underlayment to other flooring) keeps the floor surface softer to protect feet, shins, knees, hips and backs.</li> <li>• Chemical health – Roppe product documentation includes Health Product Declarations (HPDs), listing all ingredients that were part of the product formulation and their relative health hazards. HPDs are published for most Roppe products.</li> <li>• Low Emissions Testing – Emissions tests are conducted for all products. Roppe products hold certifications for GreenGuard Gold and FloorScore for rubber and vinyl products as well as adhesives. These tests guarantee low volatile organic compound emissions (VOCs) – specifically below 0.5 mg/m3 – considered to be protective of human health.</li> <li>• Anti-microbial properties – Rubber products contain naturally occurring microbial properties. No anti-microbial chemicals are added.</li> </ul>
----	--	--

<p>85</p>	<p>Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Roppe is proud to carry certifications that demonstrate our commitment to customer and worker health and the environment. The attached sheet labeled QUICKLOOK 2023 lists each Roppe products, and details which certifications and documents are available. The QUICKLOOK 2023 attachment provides more detail including links to the certifications and reports. The overview is described here:</p> <ul style="list-style-type: none"> <li>• Low emissions are certified through FloorScore and GreenGuard Gold testing for all products. The more rigorous standard, GreenGuard Gold, is held for the LVT floors, and rubber sheet and tile (Envire) and rubber stair tread products. FloorScore certificates are held for all other products including wall bases, vinyl ESD tiles, vinyl stair treads, recycled products like Tuflex and Recoil, and rubber and vinyl accessories. Certifying agencies are SCS Global Services and UL Environment; documents are found on the Roppe website at <a href="https://roppe.com/technical-documents/">https://roppe.com/technical-documents/</a>.</li> <li>• Health Product Declarations (HPDs) are available for most products, as mentioned in #84. Upon customer request, we revise product HPDs to HPDC Version 2.3 which identifies ingredients to 100 ppm. This more stringent reporting level contributes to the LEED credit. Roppe does not pursue certification of HPDs. The open source software is available to members of Health Product Declaration Collaborative (HPDC). All HPDs are available on HPDC's open repository and on the Roppe website at <a href="https://roppe.com/sustainability/">https://roppe.com/sustainability/</a>.</li> <li>• Red List Chemical Free. Also in the chemical health category, Roppe's rubber flooring line is red list chemical free, and a manufacturer's affidavit complying with the Living Building Challenge is available on request. Rubber products include floor sheet and tiles, stair treads, wall base and accessories. This is assessed based on chemical abstract service registry numbers (CASRN) associated with 22 chemical categories on the red list (Imperative 13) from Living Building Challenge Version 4.1.</li> <li>• Environmental Product Declarations (EPDs) are prepared in five-year cycles based on the monthly environmental performance tracked at the production plants. Life cycle assessments are in progress in 2023 for all Roppe products. Two life cycle assessments (LCAs) are underway, one for wall base following the European Union construction product rules and one for flooring and stair treads following the North American flooring product rules. New LCAs and EPDs will be published in 2024. Current EPDs cover Pinnacle, Pinnacle Plus wall base and accessories (Product Specific Type 3 EPD), 700 Series and Contours wall base and accessories (Product Specific Type 2 EPD), Rubber Sheet and Tile, Stair Treads (RFCI Industry Wide EPD), Vinyl ESD Tile and Stair Treads (RFCI Industry Wide EPD), and LVTs (Product Specific Type 3 EPD). The certifying body for all but the last report was UL Environment. The LVT EPD is certified by SCS Global Services. EPDs are available on request and on the Roppe website at <a href="https://roppe.com/sustainability/">https://roppe.com/sustainability/</a>.</li> <li>• The Tuflex recycled rubber flooring is certified for recycled content by SCS Global Services and for biobased content by USDA Biopreferred Program. The recycled certificate is found at <a href="https://roppe.com/technical-document/">https://roppe.com/technical-document/</a>; the USDA documents are available on request.</li> <li>• Multi-attribute sustainability assessment for resilient flooring – NSF/ANSI 332. This consensus standard is held by all Roppe products at the highest level of Platinum since 2019. The standard includes governance, design, manufacturing, product durability, end of life, and innovation. The standard was re-issued in 2022 and Roppe is currently working to certify products under the new standard at Level 1 and Level 2. The certifying agency is SCS Global Services; certificates are found on the Roppe website at <a href="https://roppe.com/technical-document/">https://roppe.com/technical-document/</a>.</li> <li>• ISO 14001 Environmental Management System certification is held by Roppe Plants #2 and #3 in Tuscomb Ala and Miami Florida respectively and is being actively pursued in 2023 for Roppe Plant #1 Steering Committee. The certifying agency is TUV Rheinland.</li> </ul> <p>ATTACHMENT (1): additional content zip file_Table 13_line item 85</p>
<p>86</p>	<p>Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.</p>	<p>Roppe Corporation is a women-owned business as the company is owned by Donald and Judy Miller and their daughter Angie Briggs. All three family members are actively involved in the company and serve on the Board of Directors. Roppe does not pursue certification as WBE (Women Business Enterprise).</p> <p>Partnering with locally owned businesses, encouraging the next generation of long-time suppliers, buying from small start-up companies, and applying the Rotary International Four-Way Test to business deals – these practices are firmly embedded in the Roppe company DNA. The Rotary Four-Way Test asks, Is this (deal) fair and beneficial to all concerned?</p> <p>We do not judge these procurement practices to be old-fashioned but rather common sense and good for business.</p>

87	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Roppe is a USA-based company with more than 65 years of serving the commercial flooring industry. Roppe Corporation is family owned and privately held, and all rubber products are manufactured in the United States of America.</p> <p>Roppe provides excellent lead times of less than four weeks, particularly noteworthy in an industry where the standard time frame is six to eight weeks. Roppe has the unique ability to manufacture special orders not inventoried within a window of 14 to 21 business days following receipt of the order. Our distribution network serves over 140 locations across the US and Canada and is serviced by our own fleet of trucks on their weekly or bi-weekly dedicated routes, alleviating unwanted delays in scheduled deliveries.</p> <p>Personal customer service, with little to no automation: Big enough to serve member needs, small enough to work directly with members on specific solutions when needed.</p> <p>Focus on Material Health and Ingredients:</p> <p>1.) All Vinyl flooring products are free of phthalate plasticizers. Phthalate chemicals are linked to hazards of cancer, diabetes, and obesity. Roppe is the only manufacturing company in the world that uses bio-based plasticizers on a large scale, and all solid vinyl products utilize bio-based rather than phthalate plasticizers.</p> <p>2.) All Rubber Flooring Products are Red List Free (no chemicals of concern/materials harmful to humans as determined by International Living Futures Institute's "The Red List").</p> <p>Additional industry leading programs/services:</p> <ul style="list-style-type: none"> <li>• Single Price System for our major product lines</li> </ul> <p>Prices are based on the product ordered, not the color. Unique to the industry and pioneered by Roppe over 20 years ago.</p> <ul style="list-style-type: none"> <li>• IMPACT Recycling program</li> </ul> <p>Initially developed for our rubber flooring products in 2009, our program has expanded to offering direction for those wishing to also recycle vinyl products too. While we have always recycled in-plant waste via this program, the opportunity for end-users to recycle or "take back" products at the end of their life cycle is a part of the program that meets a need and is unique within the resilient flooring industry. Our program partners our waste stream with a manufacturer of municipal mulch enabling them to offer a mulch product that is free of harmful chemicals, steel wire and lead dust associated with other rubber mulch products often derived from tires.</p>
----	---	--

**Table 14A: 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 *
88	Do your warranties cover all products, parts, and labor?	All Roppe products carry a warranty which includes wear, conformity to written specifications and to be free from manufacturing defects. This includes material and associated replacement costs as outlined in the attached warranty information.  ATTACHMENT (1): Warranty Information
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, Roppe materials should be used as their intended purpose in acceptable spaces.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not have in-house technicians for onsite flooring repairs. This would be addressed in communications with the flooring contractor performing the warranty repair and their provided labor estimate to Roppe Technical Services.
91	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?	The flooring contractor who performed the installation would be the responsible party for performing warranty repairs. Roppe Technical Services would work directly with the flooring contractor to agree upon work to be performed and costs involved.
92	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?	All products sold by Roppe will fall under the Roppe or Six Degrees Warranty.
93	What are your proposed exchange and return programs and policies?	Roppe will allow for exchanges and/or returns on stocked material if it is uninstalled, in unopened, original packaging and in the same condition as when it Roppe. 90 days are granted, from the date received, to return said material. The returning parties are to assume any and all freight charges. A re-stocking fee will be assessed on all returned materials. All made-to-order materials are non-returnable and non-refundable.  If a Roppe product is deemed defective, a claim will be processed, and the guidelines of the warranty will prevail.  ATTACHMENT (1): additional content zip_Table 14_line item 93
94	Describe any service contract options for the items included in your proposal.	While we do not offer service contract options in our proposal, Roppe Technical Services is available for training janitorial and maintenance staff. This is provided at no cost to the Participating Entity. Additionally, many flooring contractors have options or recommendations outside of the Sourcewell contract.

**Table 14B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	Roppe provides warranties that meet or exceed industry standards for products and does not provide services for payment. It should be noted that several complimentary services are available to Roppe customers. Both regional distributor partners and Roppe regional sales representatives are available for discussion of products. In addition, Roppe Technical Assistance staff are available to advise on floor prep prior to installation, teach floor maintenance and cleaning upon request, and Customer Service Representatives answer technical questions daily. Roppe believes such technical assistance and service to customers is key to our low claim rate, which has been less than 1% for more than a decade.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Roppe provides no services for payment. We believe our technical assistance and service to customers is the key to our claim rate of less than 1%, which is an industry low. (And for claims, "low" is a good thing!)



## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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](#) - ROPPE\_Sourcewell Pricing\_final.pdf-Tuesday June 13, 2023 15:45:16
  - [Financial Strength and Stability](#) - Financial Strength & Stability 6.12.2023.pdf - Monday June 12, 2023 08:24:24
  - [Marketing Plan/Samples](#) - Roppe\_marketing.zip - Tuesday June 13, 2023 09:54:47
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranties.pdf - Sunday June 11, 2023 17:49:13
  - [Standard Transaction Document Samples](#) - standard transaction samples.zip - Tuesday June 13, 2023 16:06:09
  - [Requested Exceptions](#) - Roppe - Sourcewell - RFP Flooring\_Contract\_Template\_exceptions noted.docx - Sunday June 11, 2023 12:43:28
  - [Upload Additional Document](#) - Additional content.zip - Tuesday June 13, 2023 16:08:04

## 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. - A. Bart Rogers , Vice President Sales & Marketing, Roppe Corporation

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
<b>Addendum_7_RFP_061323_Flooring</b> Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_061323_Flooring</b> Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_061323_Flooring</b> Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_061323_Flooring</b> Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_RFP_061323_Flooring</b> Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_061323_Flooring</b> Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_061323_Flooring</b> Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1