



REQUEST FOR PROPOSALS:

Commercial Flooring Products and Services

RFP #:

COG-2157

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

August 2, 2024

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Form**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Gerflor USA, Inc.	
1.1.2. Corporate Street Address:	750 Veterans Parkway, Bolingbrook, IL 60440	
1.1.3. Website:	www.gerflorusa.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	The Gerflor Group was formed in 1937 as a designer, innovator, manufacturer and distributor of resilient flooring products. Gerflor has been operating in North America since 1984.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Joel McCausland
	Title:	Director
	Phone:	801-706-6071
	E-Mail Address:	joel.mccausland@gerflor.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Jeff Krejsa
	Title:	Managing Director
	Phone:	630-306-3604
	E-Mail Address:	jeff.krejsa@gerflorusa.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.	Gerflor USA has built a track record of aggressive, consistent growth in its target markets and enjoys a strong and stable financial position. As part of the global Gerflor Group, headquartered in Lyon, France, we build our company through timely and strategic acquisitions and a rigorous focus on continuous improvement in all operational, sales and promotional activities. The result is a company that has experienced double-digit growth over the past decade, with industry-leading divisions that pioneer revolutionary new solutions that drive growth and solidify our reputation as a force for innovation in our
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response	

will be redacted from any future use of the RFP response.	industry. In fact, over 70% of our annual revenue comes from products launched in the past three years.
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	No litigation necessary over the last three (3) years.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	The Gerflor Group is a global manufacturer of resilient floor and wall coverings and accessories. Gerflor USA operates as both a manufacturer and distributor in its sales operations and offers full technical support and service throughout North America.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	Gerflor USA is a wholly owned division of the Gerflor Group.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Gerflor USA goes to market through an extensive network of sales reps, independent agents, and sports partners. The majority of sales pass through these channels, and we authorize these field agents to represent our company, brand and products in transacting their business. (See attached roster of sales agents)
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Our sales network is comprised of both company sales reps and independent agents, depending on region. Both groups contribute significantly to our overall revenue, and we value the relationships we have built and continue to foster.
1.3.5. <i>Industry Experience.</i> How long has your company provided the products and	The Gerflor Group has been manufacturing resilient flooring products since 1937 and is considered the inventor of the

<p>services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>homogenous sheet vinyl category, and the largest manufacturer of commercial vinyl flooring in the world. Our Mipolam brand line continues to lead the flooring industry in this category. Considering the accessories and line extensions that support the flooring category, the vast majority of our sales come from this core business. Within the context of US and North American, the percentage of Gerflor sales that are directly related to indoor flooring and accessory solutions offered are 84% (2021), 82% (2022) an 74% (2023) (lower after acquisition of SnapSport).</p>
<p>1.3.6. Geographic Reach. Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>We offer complete coverage and service across the United States and Canada.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.</p>	<p>As a global manufacturer, we operate in over 80 countries around the world, and we maintain the relevant and required licensing and certification in each market we serve. We require that our sales and service partners keep business and trade licenses up to date, as well. Manufacturing in Europe also requires that we abide by the REACH legislation which governs material ingredients and chemical use in all our products. We are current on all legal and business requirements in the markets where we operate and have no separate license or certification documents to submit.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>We currently operate as Awarded Vendors with two cooperative-purchasing contracts. We have an athletic surfaces agreement with Sourcewell and a commercial flooring agreement with Vizient. Sourcewell serves over 60,000 public agency members in the U.S. and Canada, and we reported \$12.5 million in total sales in 2023, \$7.5 million in 2022, and \$4.6 million in 2021. Vizient is a GPO specifically focused on the healthcare industry and we reported \$1.1 million in 2023, \$197,000 in 2022 and \$218,000 in 2021 with that group.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>The sale of Commercial and Sports flooring to educational institutions represents 25-30% of Gerflor USA revenue annually, valued at \$20-24M.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments</p>	<p>While a significant percentage of our commercial sales are to 'public agencies', we don't break out 'government' as a separate market segment, so we have no separate reporting for that category.</p>

(i.e., municipalities, counties, special districts, and state agencies)?	
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>See submitted Featured Project Stories for some of our key government and educational customers:</p> <p>Centerville Middle School, Fremont CA Methodist Hospital ORs, Houston TX Lexington Medical Center, Lexington NC SLED, Columbia SC Frankton Elementary School, Frankton IN</p> <p>Please let us know if you need more information on any of these projects.</p>

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product Offering. Provide a detailed description of the products included in your proposal.

Your response may include, but is not limited to, information related to product types and options, characteristics, differentiators, manufacturing capabilities & advantages, warranty information, or any other piece of information that would help understand the breadth and depth of your product offering.

IMPORTANT. This description along with the products included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Homogenous Gerflor’s Mipolam line of homogenous flooring is the original product line in the category. We have a wide variety of products and designs across several ranges, including both vinyl and PVC-free options. **Heterogenous** Our heterogenous sheet vinyl flooring ranges include recently refreshed designs in wood, terrazzo, concrete, textile and a variety of creative printed patterns and colors. **PVC-Free** Gerflor has a long history and a reputation as a flooring innovator, and has launched PVC-free options in both homogenous sheet and luxury tiles and planks. **Luxury Tiles and Planks** Our Creation line of commercial luxury tiles and planks is widely used in education, healthcare, life sciences and industry and features a wide variety of installation options, including looselay, light adhesive and interlocking applications. **Linoleum** Gerflor acquired one of the three remaining global manufacturing plants in the world to produce linoleum flooring. Since then, significant technological innovations have been applied to the surface treatment of these products, simplifying and reducing maintenance costs and increasing durability. **Technical Tiles** Gerflor has developed an extensive line of technical tiles capable of handling the specialized demands of high-traffic, heavy-load applications. These products can be used in industrial applications as a better

	<p>alternative to epoxy, in warehouses, factories, and with raised flooring. They also meet the stringent requirements common to life sciences, high tech and other manufacturing operations. ESD Flooring Solutions One such specialized application can be found in ESD facilities, where controlling electrical discharge is of prime importance. Gerflor’s solutions are unmatched in this space for performance, versatility and durability. Cleanroom Flooring Similarly, cleanrooms are also a perfect application for our highly technical solutions, both with interlocking and heat-seamed tiles and sheet goods. Safety Flooring Tarasafe is a specialized solution delivering high slip-resistance values and long-term durability. Wall Finishes Our 2mm wall coverings seamlessly integrate with our homogenous sheet goods, improving hygiene and cleaning protocols, resisting impact damage, and providing creative aesthetic benefits. Sports Flooring & Accessories Gerflor’s Taraflex and Recreation sports surfacing is world-renowned, having been selected for world-class competitions at the Olympic Games, World Championships and NCAA championships in a variety of sports. Our commercial products carry a 15-year comprehensive warranty for most applications, and we maintain millions of square feet of inventory in our North American warehouses in Illinois, Montreal and Salt Lake City.</p>
<p>2.1.2. Service Offering. Provide a detailed description of the services included in your proposal.</p> <p>Your response may include, but is not limited to turnkey capabilities, installation, training, design, maintenance, or any other piece of information that would help understand the breadth and depth of your service offering.</p> <p>IMPORTANT. This description along with the services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	<p>We propose turnkey solutions for all our products across the United States, including professional expertise and trained installers, a full Gerflor technical team located around the country and available to provide guidance and assistance with all projects. This Technical Team also conducts regular training for installers and contractors at our Technocentre in Bolingbrook, IL, as part of an initiative to raise the level of technical expertise across the entire industry. Our pricing will be expressed as turnkey, not-to-exceed maximum pricing for fully installed products, with some adjustments to pricing based on variable costs in certain geographies.</p>
<p>2.1.3. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract’s participating agencies.</p>	<p>Along with our portfolio of product solutions and team of technical experts, Gerflor is represented nationally by an experienced and talented sales force that includes Gerflor-employed territory sales managers and segment experts and, in some territories, dedicated agents. This team acts as infield subject matter experts and consultants able to help participating agencies with making the right value-added decisions for their projects.</p>

<p>2.1.4. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventory products.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5.4 – Other Pricing Scenarios.</p>	<p>Many of our field partners provide additional products and services not found in the Gerflor catalog. The goal with each project is to provide as complete a solution as possible, through products ‘on schedule’ and other, open-market solutions available through the local installer/contractor in the area. We have long experience in prioritizing project and customer needs and creating comprehensive solutions to address them.</p>
<p>2.1.5. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal.</p>	<p>Standard commercial warranty submitted with proposal. We can extend the duration of warranties on a case-by-case basis, at no cost, depending on product and application. The purpose of a product warranty is to provide assurance of the product’s fitness, durability and performance, and our commitment is to stand behind our products and ensure customer satisfaction with every installation.</p>
<p>3. Business Operations</p>	
<p>3.1.1. Logistics</p>	
<p>3.1.2. Locations; Distribution & Shipping Capabilities. Describe how you propose to distribute the products/services in Respondent’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>As noted, we have reps, agents and partners in every market in the United States, providing complete geographical coverage in all 50 states (sales and technical teams roster submitted with application). Installation is accomplished through a group of experienced, vetted flooring contractors, and supported by the Gerflor Technical Team. Our primary distribution facility in Bolingbrook, IL, maintains an inventory of 15+ million SF of our flooring and wall products for delivery within 7 days, and custom products can be ordered from production facilities through our central offices in Europe.</p>
<p>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service</p>	<p>Our Customer Service team provides comprehensive, geographically based, and focused service, order fulfillment and processing from our North American HQ in Illinois. We carry some stock of products at production facilities in Utah, Michigan, and Montreal as well. The team is comprised of dedicated Gerflor employees and provides service throughout North American business hours.</p>

<p>representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.</p>	<p>Orders are received and processed (typically within the same day), then entered into the fulfillment schedule. Once shipped, invoices are generated to the agent or contractor making the purchase, typically under net 30 terms.</p>
<p>3.3.2. Financing. Does your company offer any financing services? If yes, describe the financing options available to Members.</p>	<p>Gerflor USA does not provide financing.</p>
<p>3.4. Bonding Capabilities</p>	
<p>3.4.1. Bonding. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding limit and the bonding company's surety rating.</p>	<p>As a manufacturer and distributor, we carry comprehensive, required liability insurance on our company's operations, activities and products. For project bonding, we rely on our field partners for each project.</p>
<p>3.5. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.5.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>The Gerflor Group is engaged in a variety of initiatives focused on reducing carbon and other environmental impacts, continuous improvement of chemicals and compounds used in our products, recycling efforts and giving back to the communities where we work and operate. For more information, our website features two pages that provide detail and context for our environmental and societal objectives (see https://www.gerflorusa.com/pages/gerflors-commitments-sustainable-development and https://www.gerflorusa.com/pages/csr-report)</p>
<p>4. PRICING</p>	
<p>4.1. Cost Proposal</p>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>We prefer a simple pricing model based on not-to-exceed pricing, geographically adjusted for variable costs, and intended as a turnkey solution for whole-job pricing. This simple pricing format makes it easy for any member to confirm the value being delivered for the price. (see submitted Price List)</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by</p>	<p>We use this model with other GPO relationships and it has worked well as those agreements have experienced double-digit</p>

<p>public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>growth most years since their beginning. We require projects to be registered, total amounts invoiced to be confirmed, and typically do quarterly report summaries of all activities within the scope of the agreement.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Regardless of the maximum price limits in place, we and our field partners are committed to delivering value and competitive pricing on a project-by-project basis. It is typical for the actual pricing proposals to come in lower than the established limit for each region.</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.</p>	<p>For items that we stock in the US, we charge a flat fee regardless of order size. For non-stocked items, we use a reliable service provider and assess a SF price depending on destination, with a small surcharge to offset international container freight.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>Most products and accessories are ‘on schedule’, with a provision for open-sourcing of necessary project components not directly offered by Gerflor. We rely on our field partners to provide value-driven, competitive pricing on the ‘off schedule’ elements associated with any given project. We also require that these elements be clearly differentiated on proposals and invoices for simpler audits.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are NOT included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>The areas not specifically and completely covered in the pricing proposal have been mostly covered in previous sections, but to specify: Taxes where applicable (most public agencies pay little or no taxes on our projects), freight as noted above, and open-sourced items which are negotiated separately. All other corollary activities (like those listed in the question) are provided where necessary by Gerflor and/or its partners to ensure a safe, compliant and successful installation. Training at our Technocentre for interested contractors is provided at no charge, although participants typically cover their own costs of travel.</p>

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

***Indicate who the primary contact will be if it is not the Sales Leader.

1. Jeff Krejsa, Managing Director, Gerflor USA, 630-306-3604, jeff.krejsa@gerflorusa.com
2. Joel McCausland, 801-706-6071, joel.mccausland@gerflor.com
3. Jeff Krejsa (see above)
4. Joel McCausland (see above)
5. Darby Moraitakis, Marketing Director, Gerflor USA, 630-267-1516, darby.moraitakis@gerflorusa.com

Joel McCausland will be the primary contact. Resumes and CV available if necessary.

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Our Managing Director, Jeff Krejsa, manages the Gerflor USA sales team, which consists of four regional sales managers, three market-segment directors, eight independent agent companies and their teams, and 22 employee sales reps. They are supported as noted previously by Customer Service and Technical teams and by Sales Support, Marketing and Training personnel. Each rep or agent is assigned to cover a state or two (or parts of a larger state) to provide comprehensive coverage, quick response, and solid relationships in each market around the country. Some sales agents double as installation contractors; others develop a network of trusted, proven flooring contractors in their area with whom to work.


5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?

We have proven our ability to grow cooperative-purchasing contracts in the past and would hope to see an acceleration of activities as the Equalis membership base increases in our target market segments.

5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.

Gerflor USA has maintained a strong growth profile even through Covid and the economic market downturns of the past several years. Through organic growth and continued acquisition of strategic businesses, we anticipate this to continue, and probably at an accelerated pace. A five-year window can be difficult to forecast, but we are focused on (and seeing) growth in the sports, education, industry/life sciences and healthcare segments, and believe our product lines are specifically positioned to take advantage of the required solutions in each segment. While these efforts may not be specific to any potential GPO relationship, they are the core of our philosophy and evidenced by our proven track record over the past decade. That said, whenever we enter into a new agreement, we provide focus, training, resources and marketing materials to help our

	<p>sales partners tell the story, highlight features and benefits, and engage both employees and independent agents in adding a new tool to their resources. We typically include landing pages and/or links to website information and promotion, in-person and virtual training, and frequent updates on sales figures, projects of special interest, and overall engagement by the team. We currently employ each of these strategies with our current GPO relationships to great effect, stimulating rapid growth and adoption by the team.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Sales objectives through Equalis: Year 1. \$1.2M Year 2. \$2.5M Year 3. \$4.1M Year 4. \$5.1M Year 5. 6.2M</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Administration Fee & Reporting</p>	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and</p>	<p>We can comply with a monthly reporting schedule, but virtually all our other GPO relationships are on a quarterly cadence, which we would prefer. As revenues grow, we're willing to re-visit the timing (and potential costs/benefits of more frequent reporting cycles), but initially, we would prefer to align this agreement with the work we do in other relationships.</p>

<p>propose an alternative time schedule for providing these reports to Equalis Group.</p>	
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Our experience with GPOs over the past twelve years has led to some best-practice recognition that will help us with a new agreement as well. We train our sales teams on our shared responsibilities under the agreement and require prompt compliance as a condition of using the contract. Projects are registered as soon as the field agent discusses the potential of using the contract for procurement—this helps us catch projects early and ensure they are on our reporting radar. We typically use the 30 days following each reporting period (currently each quarter) to confirm the status of each pending project, and when completion is confirmed, to ensure that the total amount invoiced is recognized and recorded, administration fees assessed and then aggregated and reported to the agency. We have developed forms and routines to ensure compliance, and in the past 12 years, have had only one project ‘missed’ in the reporting cadence due to internal miscommunication on the part of the member. We can further identify and track projects procured under the agreement through identifiers in our CRM platform.</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: [Click or tap here to enter text.](#)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

REACH, ISO? Product declaration and certificates? This may be the only ones we have, questionably relevant.

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
 No

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PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. We do not have any formal claims that would impact our performance during the period of contract.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. We are not part of any governmental investigations.

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PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes**
 No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: **We can provide a list of approved re-sellers and contractors/installers for each market on request.**

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PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Jeff Krejsa, hereby certify and affirm that Gerflor USA, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Jeff Krejsa, hereby certify and affirm that Gerflor USA, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Jeff Krejsa, hereby certify and affirm that Gerflor USA, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Jeff Krejsa, hereby certify and affirm that Gerflor USA either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Jeff Krejsa, hereby affirm that this proposal accurately represents the capabilities and qualifications of Gerflor USA, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.



Authorized signature:

Printed Name: Jeff Krejsa
Company Name: Gerflor USA
Mailing Address: 750 Veterans Parkway, Bolingbrook, IL
60440
Email Address: Jeff.krejsa@gerflor.com
Job Title: Managing Director

(The rest of this page is intentionally left blank)

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Jeff Krejsa
Mailing Address: 750 Veterans Parkway, Bolingbrook, IL
60440



Signature _____
Title of Signatory: Managing Director

(The rest of this page is intentionally left blank)

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature: _____

Date: 08.26.24

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PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature: _____
Date: 08.26.24

(The rest of this page is intentionally left blank)

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? JK

(Initials of Authorized Representative)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? JK

(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Respondent agree? JK

(Initials of Authorized Representative)

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? JK

(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

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

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner 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.

Does Respondent agree? JK

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Respondent agree? JK

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? JK

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? JK

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 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 Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? JK

(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? JK

(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Respondent agree? JK

(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Respondent agree? JK

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? JK

(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? JK

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? JK

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? JK

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: Jeff Krejsa
Company Name: Gerflor USA
Mailing Address: 750 Veterans Parkway, Bolingbrook, IL 60440
Job Title: Managing Director

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? JK

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? JK
(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? JK
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? JK
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? JK
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? JK
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? JK
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? JK
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? JK
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: Jeff Krejsa
Company Name: Gerflor USA
Mailing Address: 750 Veterans Parkway, Bolingbrook, IL 60440
Job Title: Managing Director

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs

beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? JK
(Initials of Authorized Representative)

Date: 08.26.24

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

New Jersey has this funny requirement of identifying any owner/stakeholder of the firm with more than 10% equity...is that relevant for us (and if so, would we provide the information on the 'owner')?

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Gerflor USA
Street: 750 Veterans Parkway
City, State, Zip Code: Bolingbrook, IL 60440

Complete as appropriate:

I, [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, [Click or tap here to enter text.](#), a partner in [Click or tap here to enter text.](#), do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Jeff Krejsa, an authorized representative Gerflor USA, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
------	---------	----------

NONE

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Signature:

Date:

08.26.24

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: Enter Respondent Name

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

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D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ [N.J.S.A. 19:44A-3\(s\)](#): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 ([C.19:44A-10.1](#)) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To [N.J.S.A. 19:44A-20.26](#)

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

[More about ownership](#)

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement.**
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Gerflor USA
Address 750 Veterans Parkway
City/State/Zip Bolingbrook, IL 60440
Phone Number 630.306.3604
Email Address jeff.krejsa@Gerflor.com
Printed Name Jeff Krejsa
Job Title Managing Director

Authorized Signature



Initial Term of the Master Agreement

Contract Effective Date: November 1, 2024
Contract Expiration Date: October 31, 2028
Contract Number: [REDACTED]

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5540 Granite Parkway, Suite 200
Plano, Texas 75024

By: _____
Name: Franklyn A. Corlett
As: CCOG Board President

By: _____
Name: Eric Merkle
As: EVP, Procurement & Operations

Date:

Date:

Centerville Middle School Fremont, CA

www.gerflorusa.com



Project Description

The architects on this project, LPA of San Jose, CA, were in search of an easy-to-maintain, long-lasting and fresh-looking resilient flooring solution and found the perfect answer in Taralay Premium. No other product in the category could match Premium's unique features and characteristics, or our patented Evercare surface treatment for cost-effective, simple maintenance protocols.

Gerflor[®]

Project Details

Facility

Centerville Middle School

Location

Fremont, CA

Material

Taralay Premium

Color(s)

8470 Samoa

8194 Kornati

Size

25,980 SF

Proudly Installed By

B.T. Mancini

2022

Contact

Gerflor USA

877-437-3567

info@gerflorusa.com

www.gerflorusa.com



Gerflor[®]

Methodist Hospital Operating Rooms Houston, TX

www.gerflorusa.com



Project Description

Houston Methodist Hospital and design partner Huitt-Zollars, Inc. needed a durable, high-performance floor-and-wall system for a project renovating five operating rooms in their flagship facility at the Texas Medical Center. Gerflor's Mipolam Symbioz and SPM wall panels were selected for their seamless, heat-welded and watertight installation, improving hygiene and reducing maintenance costs over the life of the product.

Project Details

Facility
Methodist Hospital
Operating Rooms

Location
Houston, TX

Material
Mipolam Symbioz
Decoclean Wall
Panels

Color(s)
Ushuaia
Chalk

Size
12,400 SF

Proudly Installed By
Quality Service
February 2022

Contact
Gerflor USA
877-437-3567
info@gerflorusa.com
www.gerflorusa.com



Gerflor[®]
theflooringgroup

Lexington Medical Center Lexington, NC

www.gerflorusa.com



Project Description

Little Diversified Architect Consultants from Durham, NC introduced our sheet vinyl products to this customer, Wake Forest Baptist, who had not previously used them. They chose the products. They were new to the owner, Wake Forest Baptist. They were looking for a durable product that could hold up to the traffic in their facilities and had been disappointed by other suppliers. After this successful installation, Gerflor has now been selected as their standard specification for vinyl flooring.

Project Details

Facility
Lexington Medical
Center

Location
Lexington, NC

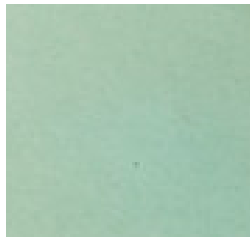
Material
Mipolam Symbioz
Wall Panels

Color(s)
6017 Grass
6031 Breeze
6016 Sea Blue
6034 Mole
6001 Cotton
0013 Greige
0001 Chalk

Size
20,000 SF

Proudly Installed By
Bonitz Winston-Salem
November 2018

Contact
Gerflor USA
877-437-3567
info@gerflorusa.com
www.gerflorusa.com



6017 Grass



6031 Breeze



6016 Sea Blue



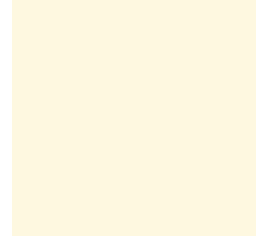
6034 Mole



6001 Cotton



0013 Greige



0001 Chalk

Gerflor
theflooringgroup



Project Description

This project was initially specified for a competitive product, but the supplier was having difficulty delivering within the required timeframe, and proved to be less than helpful in resolving the problem. Gerflor's sales and product teams, along with contractor partner Modern Surfaces reassured the school's administration that not only did the product meet all technical specifications and specific requirements for this project, Gerflor would be able to deliver the material with time to spare. Both the school principal and general contractor found the Gerflor team to be helpful and professional, and everyone involved has been very pleased with the completed installation. .

Project Details

Facility

Frankton Elementary
School

Location

Frankton IN

Material

DLW Linoleum

Color(s)

0059 Plumb Grey

0155 Smoked Pearl

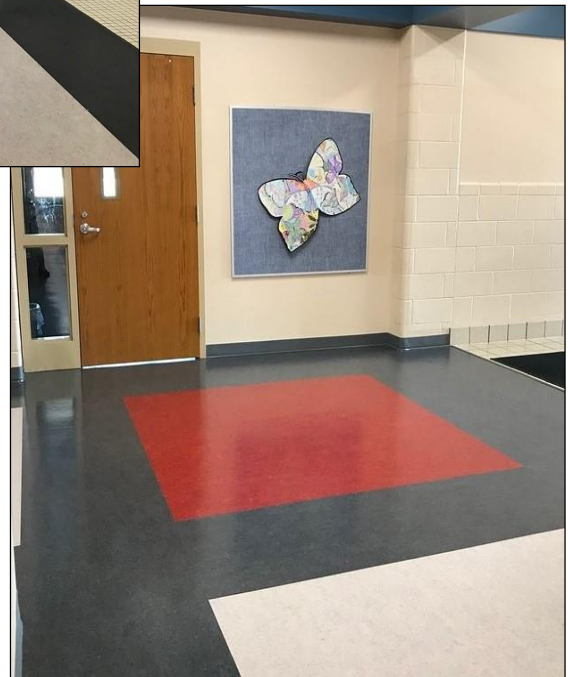
0040 Lobster Red

Size

20,385 SF

Proudly Installed By

CDI Floors



0040 Lobster Red



0059 Plumb Grey



0155 Smoked Pearl

Contact

Gerflor USA

877-437-3567

info@gerflorusa.com

www.gerflorusa.com

Gerflor[®]
theflooringgroup

State Law Enforcement Division Columbia, SC

www.gerflorusa.com



Project Description

The South Carolina Law Enforcement Division (SLED) is tasked with providing manpower and technical assistance to law-enforcement agencies and conduct investigations throughout the state. They provide a wide variety of forensics functions and emergency and security systems. Their new, 3-story, 120,000 SF facility incorporates sustainable design strategies for lighting and energy efficiency, with areas for collaboration, training and staff functions. Mipolam Affinity proved to be a perfect fit for these design and functional requirements.

Gerflor[®]

Project Details

Facility

State Law
Enforcement Division
(SLED)

Location

Columbia, SC

Material

Mipolam Affinity

Color(s)

4401 Quartz
4441 Light Greige
4450 Stormy Weather

Size

53,000 SF

Architect/Designer

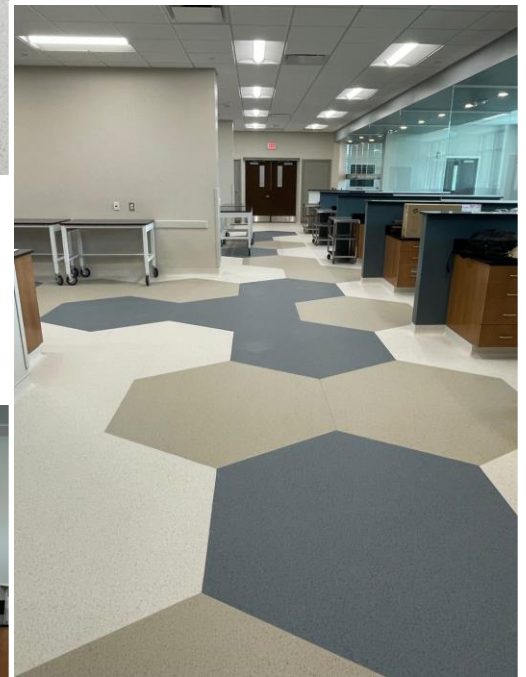
LS3P
Beth Florence
Columbia, SC

Proudly Installed By

Bonitz Columbia
October 2021

Contact

Gerflor USA
877-437-3567
info@gerflorusa.com
www.gerflorusa.com



Gerflor[®]

GERFLOR USA - SALES NETWORK DIRECTORY

STATE	SALES AGENTS	TERRITORY
AK	Dave Bernert & Associates	Alaska
AL	Davis, Al	Alabama
AR	Elements - Specialty Designer Resources	Arkansas
AZ	Finet, Benji	Arizona
CA	Hanson, Erik	Northern California
	Rusen, Tony	Los Angeles, Ventura, Santa Barbara Counties
	Torres, Jon	SoCal: San Diego, Orange, Riverside, San Bernardino, Imperial Counties
	Western Floor Surfaces	Northern California
CO	Pace Products LTD	Colorado
CT	Gloux, Simon	Connecticut
DC	Breslin, Brendan	District of Columbia
DE	Seifert, Donald	Delaware
FL	Davis, Al	West Panhandle Counties ie Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton, Washington.
	Galanopolous, Christine	South FL fm Manatee, Hadee, Highland, Okeechobee, St Lucia Counties South
	Hill, Michael	North FL not including West Panhandle Counties ie Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton, Washington.
	SSE	Florida
GA	Effler, Robin	Georgia

VA	SSE	Georgia
HI	Pacific Finishes LLC	Hawaii
IA	Specialty Floors	Iowa
ID	perSPECTive LLC	Idaho - North
	Moser, Laurie	Idaho - South
IL	Vicini, Vince	Illinois Springfield & E & W, North
	Specialty Floors	Illinois Southern
IN	Modern Surfaces	Indiana
KS	Specialty Floors	Kansas
KY	Theissen, Ken	Kentucky
LA	Elements - Specialty Designer Resources	Louisiana
MA	Sandoval, Michelle	Massachusetts
MD	Breslin, Brendan	Maryland
	Dominion Contract	Maryland
ME	Sandoval, Michelle	Maine
MI	Bryco, Inc.	Michigan
MN	Peters, Jeff	Minnesota
MO	Specialty Floors	Missouri - St Louis Metro only
MS	Elements - Specialty Designer Resources	Mississippi
MT	perSPECTive LLC	406 Area Code
NC	Wall, Keith	North Carolina
	Southern Flooring	
ND	Peters, Jeff	North Dakota
NE	Specialty Floors	Nebraska
NH	Sandoval, Michelle	New Hampshire

NJ	Gloux, Simon	New Jersey Counties: Bergen, Essex, Hunterdon, Hudson, Middlesex, Morris, Passaic, Somerset, Sussex, Union, Warren
	Seifert, Donald	New Jersey Counties - Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean & Salem
NM	Pace Products LTD	New Mexico
NV	Hanson, Erik	Nevada excluding Las Vegas
	Finet, Benji	Las Vegas - Clark County
	Western Floor Surfaces	Nevada excluding Las Vegas
NY	Gloux, Simon	New York - Bronx, Brooklyn, Kings, Manhattan, Queens, Orange, Putnam, Staten Island, Long Island, Rockland, Westchester Counties
	Foley, Nate	New York State
OH	Theissen, Ken	OH S Central - Columbus, Dayton, Cincinnati, Lancaster, Athens, Portsmouth
	Bryco, Inc.	OH NW - Toledo, Bowling Green, Findlay
OK	Cravens, Ashley	Oklahoma
	Vector Concepts	
OR	Bowen, Charley	Oregon
PA	Seifert, Donald	Pennsylvania
	All Sports Enterprises	Pennsylvania
RI	Sandoval, Michelle	Rhode Island

SC	Wall, Keith	South Carolina
	Southern Flooring	South Carolina
SD	Peters, Jeff	South Dakota
TN	Davis, Al	Tennessee
TX	Restrepo, Karin	Texas - South
	Cravens, Ashley	Texas - North
	Vector Concepts	Texas
UT	Moser, Laurie	Utah
VA	Breslin, Brendan	Virginia
	Dominion Contract	Virginia
VT	Sandoval, Michelle	Vermont
WA	Bowen, Charley	Washington West All Area Codes EXCEPT 509
	perSPECTive LLC	Washington East Area Code 509
WI	Weiss, David	Wisconsin, MI UP
WV	Flooring Solutionz	West Virginia
WY	Pace Products LTD	Wyoming
REGION	REGIONAL MANAGERS	
WEST	Barnard, Dave	
CENTRAL	Sweeney, Tim	
SOUTHEAST	England, Huiet	
EAST	Goulette, Michael	
REGION	TECHNICAL TEAM	
MGR	Baker, Ron	
CHICAGO	Gonzalez, Roger	

	Rogers, Todd	
WEST	Cordero, Loyde	
SEGMENT	SEGMENT MGR/KAM	TERRITORY
AVIATION	Douglas Interior Products	United States
HEALTHCARE	McKinney, Paul	Natl Healthcare Director
INDUSTRY	Carey, Mike	Industry Segment Manager, All States including and East of ND, SD, NE, KS, OK, TX
	Pepi, Richard	KAM - East Region including Maine to DC to OH state line
MARINE	Spehler, Etienne (France)	Marine Market Manager North America
	Wood, Brian	Area Sales Manager
	Pole Star Maritime	Marine Market - non Cruise Ship
	Hadik, Steve	
	CSS-Canada	Marine Market - non Cruise Ship
	Brian Cluett	
	Eugene Roberto & Associates	Cruise Ship ONLY!!
Roberto, Eugene	(Forward to Phillippe first)	
SPORT / EDUCATION	Rochard, Michel	Segment Mgr Sport and Education
	Corbett, Joe	KAM
TRANSPORT	Diorio, Sara	Midwest - South
	DeGroot, Perry	Key Accts, IN, OH, FL Artik
	Mabery, Larry	Canada, MI, NY, PA, MDVA, DE, NJ, RI, CT, MA, N, VT, ME
	Boyd, Nate	Western United States
NON-USA		TERRITORY

CANADA	Robert, Nancy	Canada
	Brosseau, Sarah	
	DiMatteo, Alessio	
	Customer Orders	
	Melo, Steve	
CARIBBEAN	Architecturally Designed Product	Caribbean
	Rojo, Gina C.	
MEXICO	SUÁREZ, José Manuel	Mexico
	FLÓREZ, Eva	
S. AMERICA	SUÁREZ, José Manuel	Central/South America
	FORNIÉS, Juan Francisco	

GERFLOR USA - SALES NETWORK DIRECTORY

NAME	COMPANY	ROLE	PHONE	CELL	ADDRESS	CITY	ST	ZIP	E-MAIL
Adams, Bruce	Western Floor Service	Spts	707-938-9024	415-269-0123	19201 Sonoma Hwy #260	Sonoma	CA	95476	bruce@westernfloorservice.com
Adams, Evan	Western Floor Service	Spts	707-938-9024	415-269-5850	19201 Sonoma Hwy #260	Sonoma	CA	95476	evan@westernfloorservice.com
Austin, Bill	Vector Concepts	Spts	972-399-1303	214-504-4714	9010 N. Royal Ln., Ste. 110	Irving	TX	75063	baustin@vectorconcepts.com
Baker, Ron	Gerflor USA	Tech		405-905-9970	10150 210th Street	Blanchard	OK	73010	ron.baker@gerflorusa.com
Barnard, Dave	Gerflor USA	RSM		949-767-6622	24821 Lagrima	Mission Viejo	CA	92692	dave.barnard@gerflorusa.com
Bernert, Dave	Dave Bernert & Associates	Agnt	907-229-3959	907-229-3959	12800 Wellsford Circle	Anchorage	AK	99516	dave@dba-ak.com
Block, Jeff	Dominion Contract	Agnt		757-855-1976	7400 Business Park Drive	Norfolk	VA	23513	iblock@dominioncontract.com
Bowen, Charley	Gerflor USA	Rep		360-702-7722	8006 NE 72nd Ave.	Vancouver	WA	98665	cbowen@gerflorusa.com
Brandt, Rich	Specialty Floors	Agnt	816-587-0011	314-691-4763	1435 Soaring Eagle Dr.	O'Fallon	MO	63366	rich@spflooring.com
Breslin, Brendan	Gerflor USA	Rep		202-944-0507	2906 Pine Spring Road	Falls Church	VA	22042	brendan.breslin@gerflor.com
Britsky, Tony	Bryco, Inc.	Agnt	248-879-8779		6172 Evanswood Road	Troy	MI	48085	tony@brycoinc.com
Carey, Mike	Gerflor USA	IND	219-819-0955	855-415-3715	701 Swan Neck Lane	Raleigh	NC	27615	mcarey@gerflorusa.com
Conlon, Colin	Modern Surfaces	Agnt		317-223-8572	889 East 82nd Street	Indianapolis	IN	46240	colin@modernsurfacesonline.com
Conlon, Laura	Modern Surfaces	Agnt		317-223-8525	889 East 82nd Street	Indianapolis	IN	46240	laura@modernsurfacesonline.com
Corbett, Joe	Gerflor USA	SPT/ED		847-899-0840	1701 Woodland	Park Ridge	IL	60068	jcorbett@gerflorusa.com
Counihan, James	Southern Flooring	Spts	864-277-8238		6820 Augusta Rd.	Greenville	SC	29605	jamesc@southernfloor.com
Counihan, Patrick	Southern Flooring	Spts	864-277-8238		6820 Augusta Rd.	Greenville	SC	29605	patrickc@southernfloor.com
Cravens, Ashley	Gerflor USA	Rep		214-430-6318	3650 Washington Drive	Frisco	TX	75034	ashley.cravens@gerflorusa.com
Davis, Al	Gerflor USA	Rep		615-585-1810	5100 Waddell Hollow Road	Franklin	TN	37064	al.davis@gerflorusa.com
Effler, Robin	Gerflor USA	Rep		470-810-0478	2165 Stoney Point Farm Road	Cumming	GA	30041	robin.effler@gerflorusa.com
England, Huiet	Gerflor USA	RSM		704-747-7779	3551 Saint Marys Court	Gastonia	NC	28056	huiet.english@gerflor.com
Finet, Benji	Gerflor USA	Rep		708-789-0611	1255 E University Dr. Apt 331	Tempe	AZ	85281	benji.finet@gerflor.com
Ferry, Joe	All Sports Enterprises	Spts	610-524-4100		89 South Village Ave	Exton	PA	19341	joe@allsportsinc.com
Ferry, Mick	All Sports Enterprises	Spts	610-524-4100		89 South Village Ave	Exton	PA	19341	mick@allsportsinc.com
Frailey, Matt	Specialty Floors	Agnt	816-587-0011	816-217-4033	9462 Lime Stone Road	Parkville	MO	64152	matt@spflooring.com
Frailey, Stephanie	Specialty Floors	Agnt	816-587-0011	816-517-1910	9462 Lime Stone Road	Parkville	MO	64152	stephanie@spflooring.com
Frailey, Steve	Specialty Floors	Agnt	816-587-0011	816-510-0567	9462 Lime Stone Road	Parkville	MO	64152	steve@spflooring.com
Galanopoulos, Christine	Gerflor USA	Rep		954-415-1133	2260 SW 33rd Terrace	Fort Lauderdale	FL	33312	cgalanopoulos@gerflorusa.com
Gaygan, Jim	Flooring Solutionz	Agnt	412-716-5244		108 Brian Drive	Beaver	PA	15009	jimgaygan@gmail.com
Gloux, Simon	Gerflor USA	Rep		929-920-8022	Public Storage Box 6541, 133 2nd St.	Jersey City	NJ	07302	simon.gloux@gerflorusa.com
Goulette, Michael	Gerflor USA	RSM		630-274-4831	195 Fairmount St.	Lowell	MA	01852	mgoulette@gerflorusa.com
Hamilton, Lesa	Vector Concepts	Spts	972-313-3124	817-308-2528	9010 N. Royal Ln., Ste. 110	Irving	TX	75063	lesa@vectorconcepts.com
Hanson, Erik	Gerflor USA	Rep		916-996-3398	9953 Lousada Drive	Elk Grove	CA	95757	ehanson@gerflorusa.com
Peters, Jeff	Gerflor USA	Rep		612-224-4038	6017 29th Place N.	Crystal	MN	55422	jeff.peters@gerflorusa.com
Hill, Michael	Gerflor USA	Rep		813-499-4509	3780 Tristram Loop	Land O Lakes	FL	34638	michael.hill@gerflorusa.com
Hulme, Pam	Pace Products LTD	Agnt	720-224-2111		3610 Wyandot St	Denver	CO	80211	pamh@paceproductsltd.com
Kreja, Jeff	Gerflor USA	DIR		630-306-3604					jeff.kreja@gerflorusa.com
Foley, Nate	Gerflor USA	Rep		347-415-2621	2200 Story Ave	Niskayuna	NY	12309	nate.foley@gerflorusa.com
McKinney, Paul	Gerflor USA	HC		847-363-9799	151 W. Wing St. #506	Arlington Heights	IL	60005	pmckinney@gerflorusa.com
Moser, Laurie	Gerflor USA	Rep		801-441-9400	205 N. Havenwood Drive	Kaysville	UT	84037	laurie.moser@gerflorusa.com
Montross, Eric	Pacific Finishes, LLC	Agnt		808-799-8595	1350 S. King St. #106	Honolulu	HI	96814	eric@pacificfinishes.com
Pepi, Richard	Gerflor USA	IND		508-981-1914	81 East Dudley Street	Marlborough	MA	01752	rpepi@gerflorusa.com
Restrepo, Karin	Gerflor USA	Rep		832-998-1722	4003 Turning Manor Lane	Sugar Land	TX	77479	krestrepo@gerflorusa.com
Rochard, Michel	Gerflor USA	SPT/ED		630-274-4811					mrochard@gerflorusa.com
Rusen, Tony	Gerflor USA	Rep		818-725-6854	10325 Lubao Avenue	Chatsworth	CA	91311	tony.rusen@gerflorusa.com
Sandoval, Michelle	Gerflor USA	Rep		774-400-7688	25 Olde Common Dr	Atkinson	NH	03811	michelle.sandoval@gerflor.com
Seifert, Donald	Gerflor USA	Rep		610-888-9551	825 Lantern Lane	Blue Bell	PA	19422	dseifert@gerflor.com
Siwinski, Heather	perSPECTive LLC	Agnt	509-368-4231		6828 N. Fleming	Spokane	WA	99208	hsiwinski.perspective@gmail.com
Spokane, Sharon	Flooring Solutionz	Agnt	412-716-5244	724-513-5966	2444 Maryland Drive	Pittsburgh	PA	15241	sharonspokane3@gmail.com
Sprague Rios, Adele	Elements	Agnt	337-412-9192	337-412-9192	4400 Ambassador Caffrey Suite A #254	Lafayette	LA	70508	adsprague@gmail.com
Sweeney, Tim	Gerflor USA	RSM		630-292-1933	4513 Oakwood Ave	Downers Grove	IL	60515	tsweeney@gerflorusa.com
Theissen, Ken	Gerflor USA	Rep	630-274-4839	859-444-3977	4314 Red Coat Drive	Cincinnati	OH	45245	ktheissen@gerflorusa.com

Torres, Jon	Gerflor USA	Rep		949-484-3058	15 Starfall	Irvine	CA	92603	jon.torres@gerflorusa.com
Vicini, Vince	Gerflor USA	Rep		630-337-5190	714 Arthur Ave.	Libertyville	IL	60048	vicini@gerflorusa.com
Wall, Keith	Gerflor USA	Rep		704-530-3219	2320 Kenmore Avenue	Charlotte	NC	28204	keith.wall@gerflorusa.com
Ward, Tracie	SSE	Spts	386-428-8875	386-314-6662	569 Canal Street	New Smyrna Beach	FL	32168	tward@sseteam.com

GERFLOR® 10 YEAR COMMERCIAL LIMITED WARRANTY

Product Warranty Under the Following Terms and Conditions

Subject to the terms and conditions set forth below, Gerflor USA, Inc. (hereafter "GERFLOR") grants to Customer this Limited Warranty. GERFLOR warrants that the floor covering (hereafter the "Product") shall be free from manufacturing defects for a period of ten (10) years from the date of installation, provided that the Product was installed by professional installers and per our written Installation Instructions, that the Product was used under normal conditions and was cleaned and maintained per our Maintenance Instructions on a regular basis.

Gerflor must be notified of any visual defect prior to the installation. Gerflor will, after inspection, replace the any defective product at no charge. Should the defect(s) appear after the installation, Gerflor will request the visit of the premises in order to determine the damages and responsibilities of each party. This Limited Warranty is extended only to the Original Customer and only if it was installed by professional installers. Should Gerflor determines the material be defective, Gerflor will replace or repair the defective the material at his own cost, subject to the limitations of this warranty, and prorated as follow: Material and 100% Reasonable Labor cost (Year 1); Material and 50% of reasonable Labor cost (Year 2); and Material only (Years 3-4-5); and 50% Material cost (Years 6 – 10).

This Limited Warranty may by no means be applied if the subfloor's condition and the method of installation do not strictly comply with customary practices of the trade and GERFLOR's specifications for the Product's installation provided to Customer or available at www.gerflorusa.com.

This Limited Warranty **does not cover** damage caused, completely or in part, by acts or omissions outside of GERFLOR's control, including but not limited to damages caused by:

- Use of material in a manner for which it was not designed.
- Fire, explosion, specific weather conditions or natural catastrophes.
- Faulty installation.
- Accidents or other fortuitous events.
- Normal wear and tear.
- Errors in design or construction of the installation site.
- Defective adhesive or faulty adhesion leading to a lack of bond between the product and the subfloor, whether it be cement or any other material, due to humidity, presence of moisture, trapped water vapor or otherwise.
- Defective subfloor.
- Defective or absent "moisture vapor retarder".
- Failure by the companies or individuals responsible for the installation to comply with specifications and rules of the trade.
- Defective seams and welding.
- Negligence, inadequate cleaning, or inappropriate maintenance procedures.
- The absence of furniture leg floor protection or insufficiency thereof, or any abusive use of the product.
- The presence or leaching of mercury, mercury vapor(s) or other hazardous materials/waste(s) in/on the Product that, in whole or in part, arose/emanated from or is incident to any existing floor(s) located underneath or adjacent to the Product or any concrete/earthen subfloor(s) located underneath or adjacent to the Product.
- Unpredictable wear and tear on certain areas.
- Deterioration of shine for whatever reason.
- Wear from chairs or furniture without proper floor protectors.
- Change in the product's initial appearance, particularly in heavy traffic areas and areas subjected to excessive wear and tear due to sand, gravel, grit, or grime in and around the buildings being brought inside.
- Tinting or fading of the product due to sunlight, heat, or otherwise.
- Injury or loss of life.
- Damage due to spots, cuts, scratches, dips, grooves, scrapes, perforations, tears, indentations caused by loads greater than the specified static weight limit, burn marks, fading or staining caused by carpet dye residue, rubber underside or other synthetic materials used for carpets or doormats, painted or asphalted surfaces, or otherwise.

The sole recourse against GERFLOR under this Limited Warranty, following installation of the Product, will be the supply by GERFLOR to Customer of a replacement product of substantially equal quality to the Product from the existing line of GERFLOR products on the claim date, **and as per the prorated warranty, installation costs, and only for the portion of Product that is defective** (following inspection and verification by GERFLOR). **Any other compensation, for damages or otherwise, of whatever nature, or under any theory, is excluded from this Limited Warranty.**

The replacement product will be supplied at no charge, and as per excluding installation costs, under the terms set forth in this Limited Warranty.

WARRANTY AND LIABILITY LIMITS

THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY. GERFLOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES AND

JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY IN SUCH STATE OR JURISDICTION.

TO THE FULL EXTENT PERMITTED BY LAW, GERFLOR IS NOT AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, WHETHER ARISING IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF USE, DAMAGE TO OTHER PROPERTY, THE COST OF REMOVING AND REINSTALLING GERFLOR FLOORING, ATTORNEYS' FEES, AND ANY LIABILITY YOU MAY HAVE WITH RESPECT TO ANY OTHER PERSON, EVEN IF GERFLOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF GERFLOR SHALL BE THE SUPPLY OF REPLACEMENT FLOORING TO THE EXTENT SPECIFIED IN THIS LIMITED WARRANTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATE OR JURISDICTION. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER LAW, WHICH MAY VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TIME LIMIT FOR PLACING A CLAIM

To be admissible, all claims under this Limited Warranty must be made by registered mail with return receipt addressed to GERFLOR, at the address indicated at the top of this warranty, accompanied by the purchase invoice for the Product, within THIRTY DAYS following discovery of the claimed defect and within the aforementioned warranty time limit. If any clauses of this Warranty conflict with the law of a given jurisdiction, that clause will be considered inapplicable with the remaining text of the Warranty remaining unaffected.

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice of law principles. All disputes that may arise between Customer and GERFLOR relating in any way to this Limited Warranty, to the extent such disputes cannot be resolved by negotiation between Customer and GERFLOR, shall be decided by arbitration carried out in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. In the event of such a dispute, arbitration may be initiated by a request for arbitration by either party here to addressed to the other party and shall be completed within sixty (60) days of such request unless extended because of unavailability of an arbitrator or other events beyond the control of either party. The arbitrator shall be chosen by mutual agreement of the parties and, in the event the parties cannot so agree, either party may file a written application to have the arbitrator designated by the American Arbitration Association. The arbitration proceeding shall take place in Chicago, Illinois or such other location as the parties shall agree and shall be conducted in accordance with the Commercial Arbitration "Expedited" Rules of the American Arbitration Association. The arbitrator shall have all powers necessary to determine the issues presented, including without limitation, but subject to the terms of this Limited Warranty, any damages. The decision of the arbitrator shall be final and conclusive, both as to costs and the merits, and the parties agree that they shall be bound by the decision.

Using GERFLOR Recommended Adhesives	Products		
10 Years	Mipolam Symbioz	Creation Connect	Taralay Impression
	Mipolam Affinity	Creation Exclusive	Premium Compact/Comfort
	Mipolam Elegance	Creation Continuum	Tarasafe Ultra
	Mipolam Accord	Creation 28	Tarasafe Ultra H20
	Mipolam Troplan	Creation Living	GTI Max Connect
	Mipolam EVO	Creation WellPoint	GTI Max Cleantech
	Mipolam Planet	Creation GuidePoint	Mipolam BioControl Performance
	DLW Linoleum	Creation GrovePoint	Mipolam BioControl Clean
	Attraction	GTI EL5 Connect	Mipolam BioControl ESD+
	Saga2	GTI EL5 Cleantech	

NOTE: The use of GERFLOR adhesives are essential components of the GERFLOR's product performance. GERLOR cannot guarantee the same level of performance when a different adhesive is used.