



INVITATION FOR BID NUMBER AEPA IFB #008-E

ATHLETIC/RECREATIONAL/MULTIPURPOSE/AUDITORIUM FACILITIES HARDWOOD AND SYNTHETIC FLOORING INSTALLATION, MAINTENANCE AND REFINISHING PRODUCTS AND SERVICES PART B – SPECIFICATIONS

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all 22 member states necessary to:

- 1.1 Consult and work with individual educational institutions to assess and evaluate their existing athletic, recreational and auditorium indoor and/or outdoor hardwood and synthetic flooring systems found within gymnasiums, locker rooms, weight training rooms, multipurpose rooms and related facilities to determine and develop a complete and comprehensive solution to maintain, repair, restore, renovate, resurface or replace existing flooring systems to a condition that meets or exceeds federal, state, local and/or industry standards.
- 1.2 Assist and work with individual educational institutions in planning, designing and implementing a construction program to construct new facilities that meet or exceed the institution's requirements and industry standards for that type of facility.
- 1.3 Acquire and perform the required site work to prepare the individual project site to have the hardwood or synthetic flooring system installed. Such work may include but is not limited to clearing, demolishing, scraping, removing, filling, leveling, sanding or constructing new, etc., in order to prepare the sub-floor or existing floor to be ready for the installation of the final hardwood or synthetic flooring system.

- 1.4 Perform the necessary work required to restore, repair, renovate an existing hardwood or synthetic facility's flooring system to good working conditions and so that it meets or exceeds the institution's program requirements, manufacturer's specifications, industry standards and other governing agencies and organizations rules, regulations and requirements.
- 1.5 Provide the necessary manpower, supplies, materials and equipment to properly and professionally strip, line and provide all of the event markings required for all of the athletic/recreational events to be held on and/or within the project facility.
- 1.6 Provide the necessary athletic event hardware, equipment and accessories required to properly conduct the identified events in accordance with the national and/or state organizations that govern and oversee those athletic/sport activities identified.
- 1.7 Perform and complete any warranty work required in accordance with this solicitation's requirements, manufacturer's instructions and specifications and industry standards.
- 1.8 Offer and make available upon request the necessary products and services for the owner to make minor repairs and to maintain the athletic/recreational facility in good condition throughout its life cycle.
- 1.9 Offer and provide the institution's staff with the training, technical support, maintenance instructions, supplies and equipment for them to properly operate, maintain and protect their investment through its life cycle.

The offeror should note that AEPA member states prefer providers/contractors that can provide and perform the scope of work as indicated in items one (1) through nine (9) above as a turn-key solution. However, it is also recognized that there are providers/contractors that specialize in only providing and installing just hardwood flooring systems or synthetic flooring systems or striping, lining and marking of these types of facilities. Responses can be made for any of the major components of assessing, designing, developing, constructing, renovating, repairing and maintaining the various types of athletic, recreational and auditorium facilities requested and described herein. Under the terms of this solicitation, AEPA reserves the right to accept or reject offeror responses that do not offer a turn-key solution for the complete scope of work indicated above.

2. Anticipated AEPA Member Agency Participation

State	Participate (Yes/No/Undecided)	Estimated First year Purchase Volume	State	Participate (Yes/No/Undecided)	Estimated First year Purchase Volume
Arkansas	Undecided		Nebraska	Yes	\$100,000
California	Yes	\$500,000	New Mexico	Yes	\$500,000
Colorado	Yes	Unknown	North Dakota	Yes	Unknown
Connecticut	Yes	\$1,000,000	Ohio	Yes	Unknown
Indiana	Yes	Unknown	Oregon	Yes	Unknown
Iowa	No		Pennsylvania	Yes	\$500,000
Kansas	Yes	\$25,000	Texas	Yes	\$200,000
Kentucky	Yes	Unknown	Virginia	Yes	\$50,000
Michigan	Yes	Unknown	Washington	Yes	\$590,000
Minnesota	Yes	Unknown	Wyoming	No	
Missouri	Yes	\$25,000			
Montana	Yes	\$250,000	Total		\$3,740,000

Please note that individual AEPA state agencies that have indicated above they would like to participate in any contract awarded under this solicitation does not guarantee or mean that the individual AEPA Agency will enter into a contract with any AEPA approved offeror. Each AEPA Member Agency will make that determination after reviewing offeror responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes will increase in contract years two through four (2-4). This information is provided as an aid to offerors in preparing bids only. It is not to be considered a guarantee of volume under this IFB. The successful offeror's discount and pricing schedule shall apply regardless of the volume of business under the contract.

3. Glossary of Terms

AAMA: American Architectural Manufacturers Association (847) 303-5664 www.aamanet.org

AAU: Amateur Athletic Union

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ACI: American Concrete Institute (248) 848-3700 www.aci-int.org

ADA: Americans with Disabilities Act, (800) 872-2253;

AEPA Member Agency: A state cooperative purchasing agency recognized by AEPA to represent a specified state in contracting activities associated with this solicitation.

AGCA: Associated General Contractors of America (The) (703) 548-3118 www.agc.org

AIA: American Institute of Architects (The) (800) 242-3837 www.aia.org

Alternative Costing: If a project requires goods and services that are not covered by R.S. Means or a nationally published price list, the offeror will be required to obtain three (3) written cost proposals from local providers. Use the most advantageous cost proposal and add their normal and customary markup and overhead provided as part of their response to obtain the normal/retail cost. The stated AEPA discount will then be taken to arrive at the AEPA price. All products and services falling under this category must be submitted in advance and approved by the AEPA Member's Agency prior to being included in any quote or proposal from the contractor.

If a product or service is required that must be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the contractor must utilize the alternative costing method described above.

AEPA members and/or their institutions reserve the right to accept or reject any third party cost proposals or quotes provided by the offeror.

If a product or services is required as part of the performance under this solicitation that can only be obtained and/or manufactured from a single source and falls under the sole source provision of some state's procurement codes, the contractor must provide the AEPA Member's Agency with the necessary documentation to substantiate the purchasing method.

ALSC: American Lumber Standard Committee, Incorporated (301) 972-1700 www.alsc.org

ANSI: American National Standards Institute (202) 293-8020 www.ansi.org

API: American Petroleum Institute (202) 682-8000 www.api.org

Approved: Is defended as conveying authorization or action on the Contractor's submittals, applications, and/or Requests. The owner shall identify and establish within the contract documents who its designated representative is and the parameters of the individual's duties, responsibilities and authority.

ASBA: American Sports Builders Association

ASCE: American Society of Civil Engineers (800) 548-2723 www.asce.org

ASTM: American Society for Testing and Materials International (610) 832-9585 www.astm.org

AWI: Architectural Woodwork Institute (703) 534-8300 www.awinet.org

AWPA: American Wood-Preservers' Association (334) 874-9800 www.awpa.com

Bonding Requirements: Each of the AEPA member states have their own bonding requirements. It is the offeror's responsibility to be acquainted with each state's rules, regulations, procedures and requirements relating payment and performance bonds, and to comply with each state's requirement and the following:

1. Upon execution of a contract between an AEPA Member's Agency and the offeror, performance and payment bonds shall be provided to the institution as required by each state's law.
2. The offeror shall execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract between the member institution and from a surety company authorized to do business in that individual state. Performance bonds shall be on standard forms.
3. A payment bond, in an amount equal to one hundred percent (100%) of the price specified in the contract between the member institution and the offeror, shall be executed by a surety company authorized to do business in that individual state. This bond will protect all persons supplying labor and material to the offeror for the performance of the work provided in the contract. Payment bonds shall be on the standard form.
4. The offeror shall deliver both the performance and payment bonds to the member institution at the time the project contract is executed.
5. All suits for non-payment or non-performance shall be filed as allowed under each state's law.
6. If required by the AEPA member, the offeror will be responsible for providing the agency with copies of all contracts and bonds in accordance with their purchasing procedures.

CFFA: Chemical Fabrics & Film Association, Inc. (206) 241-7333
www.chemicalfabricsandfilm.com

Contract Between AEPA Member's Agency and the Offeror: In any contract between the offeror and an AEPA Member's Agency for athletic facilities covered by this solicitation, the terms and conditions listed herein will prevail. A contract between the offeror and the AEPA member institution for any construction services shall contain all elements of and be an industry standard agreement.

If applicable, the following items may need to be addressed:

1. Work to be performed by the AEPA member institution must be clearly described and the offeror's standards for acceptance stated.
2. The condition of the site prior to start of work by the offeror will be established and agreed upon prior to contract execution.

3. The party responsible for obtaining, providing and paying for temporary utility service such as power, water and other related items must be identified and agreed upon by all parties prior to contract execution.
4. If construction space is directly under, above, in or near AEPA member institution's used space, the offeror must agree to receive written approval from the contact person prior to interrupting any ongoing activity or program.
5. Access to the construction space will be limited to the way agreed upon by the parties.
6. When loading, unloading or operating equipment near an unprotected owner used area, the offeror will keep a crewman as a guard to prevent students and adults from entering.
7. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the offeror. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paper work to document these changes, must be allowed. A change order that increases the contract amount in excess of Five Thousand Dollars (\$5,000), or five percent (5%) of the contract amount, whichever is greater, must be approved, in writing, by the governing authority.

Contract Between Owner, Buyer and Contractor: An agreement between the AEPA member's agency (Owner), AEPA member (Buyer) and the AEPA contractor for the procurement of goods and services in the construction and professional services areas shall be signed for each major contract. AEPA issues this agreement in order to consummate the agreement of the parties in accordance with the terms and conditions specified in the IFB, and that the owner's purchase order to the buyer is in accordance with the same terms and conditions.

Contracting AEPA Member Agency: An AEPA Member Agency that enters into a contract as a result of this solicitation.

Contractor's License: Each of the 22 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The offeror is responsible for knowing each state's requirements and codes. At the time of response, offeror must be able to comply with all licensing requirements. For those states where licenses are required a copy of the appropriate licenses authorizing the offeror to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be included with its response. If the offeror intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the offeror with its response. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

Drawings and Specifications: Term for bidding documents and contract documents.

Evaluation Factors: To qualify as a responsive offeror, the response must be responsive and materially satisfy all mandatory requirements identified throughout the solicitation. To be considered responsive, a response must reasonably and substantially conform to all of the specified requirements within each section of the solicitation in the judgment of the AEPA evaluation committee. Therefore the offerors should take note that AEPA reserves the right to assign any penalties it considers warranted do the vendor's failure to comply. Terms, conditions or specifications contained herein, that the offeror considers particularly unwarranted, unreasonable or unacceptable should be clearly identified, and to which that vendor would take

significant exception in his response, should be clearly stated in the bid response as exceptions or deviations. Vendor's required responses for evaluation purposes are "yes" responsive or "no" non-responsive.

Cost evaluation will be based on a point system with points being awarded for being low to high bidder for each cost evaluation item, that is, contractor's labor rates, discount off R.S. Means, overhead and profit percentage markup, mileage charge, per diem rate, travel time, etc. If an offeror leaves out an item that is required, AEPA will allot zero (0) points to that item, and if awarded a contract, cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated as follows:

(Lowest Bid / Other Bid) x point value

CSI: Construction Specifications Institute (The) (800) 689-2900 www.csinet.org

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than Twenty Thousand Dollars (\$20,000) in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor shall provide AEPA with a copy of any required report filed. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA members that exceed Ten Thousand Dollars (\$10,000) may be terminated by the federal grantee for non-compliance by the contractor. In projects that are not federally funded, offeror 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. On all other projects, the prices must agree with this contract.

EWA: Engineered Wood Association (The) (253) 565-6600 www.apawood.org

FIBA: The International Basketball Federation www.fiba.com

FIVB: The International Volleyball Federation www.fivb.ch

FSA: Fluid Sealing Association (610) 971-4850 www.fluidsealing.com

Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

HPVA: Hardwood Plywood & Veneer Association (703) 435-2900 www.hpva.org

IBF: International Badminton Federation (603) 9283-7155 www.intbadfed.org

ICRI: International Concrete Repair Institute, Inc. (847) 827-0830 www.icri.org

Individual Project Contract Documents: Should consist of the construction contract, conditions of the contract, drawings (if required) and specifications defining the scope of work, product specification, delivery timelines etc. These should be issued prior to signing the construction contract

Install: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

ISO: International Organization for Standardization www.iso.ch Available from ANSI (202) 293-8020 www.ansi.org

ISSFA: International Solid Surface Fabricators Association (877) 464-7732 www.issfa.net

LMA: Laminating Materials Association (Now part of CPA)

Manufacturer's Representative: Dealers, distributors or installers submitting a response to this solicitation for products requested herein or as a manufacturer's representative must include with their response documented evidence from or between them and the manufacturer certifying that the offeror is a bona fide manufacturer's agent for the specific products or services proposed. The offeror is qualified and experienced to assess existing conditions, develop and submit manufacturer acceptable solutions for the product lines offered. The manufacturer will support, review and issue their guarantee on the work performed and products provided. The offeror has a good track record with their product. Should the offeror fail to satisfactorily fulfill any obligations established as a result of completing a project using their products/system under contract as a result of this solicitation, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the obligations.

Material Costs: Costs for materials, including taxes, delivery, handling, storage, and waste.

Member: A public school district or other qualifying agency authorized to use the contracts of an AEPA Member Agency.

MFMA: Maple Flooring Manufacturers Association, Inc. (847) 480-9138 www.maplefloor.org

MHIA: Material Handling Industry of America (800) 345-1815 www.mhia.org

NAGWS: National Association for Girls and Women in Sport (800) 213-7193, ext. 453 www.aahperd.org/nagws/

NAIMA: North American Insulation Manufacturers Association (703) 684-0084, www.naima.org

NCAA: National Collegiate Athletic Association (The) (317) 917-6222 www.ncaa.org

NLMA: Northeastern Lumber Manufacturers' Association (207) 829-6901 www.nelma.org

NFHS: National Federation of State High School Associations (317) 972-6900 www.nfhs.org

NFPA: National Fire Protection Association (800) 344-3555 www.nfpa.org

NHLA: National Hardwood Lumber Association (800) 933-0318 www.natlhardwood.org

Offeror's Price List: For the purpose of this solicitation the offeror's price lists shall consist of the cost evaluation submittal form; manufacturer's/distributor's published price lists that clearly state and identify all products and services offered with the offeror's discount to be applied to each to determine the AEPA price and because the scope of work covered by this solicitation may require site preparation or other construction related products and services be provided as part of completing the proposed project. The AEPA members have selected "R.S. Means", a nationally accepted costing method, to be used to determine the cost of those items not covered by a published price list and/or the alternative method of costing.

Owner's Representative: An individual identified by the member as contact person for individual project. Member's representative has authority to make decisions and to authorize any actions as defined for the project.

Performance Specification: Specifies the subsequent performance of completed construction work rather than prescribing how the work shall be constructed and installed.

Prime Contractor: Any firm, business and/or individual(s) who submits a response to this IFB and is awarded a contract. The contractor will be considered a prime contractor to AEPA and AEPA will not enter into any agreements with a subcontractor. Any contractor paid directly by AEPA is a prime contractor. Any subcontractor performing under this IFB is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

Provide: Furnish and install, complete and ready for the intended use.

Qualifications: Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and provide products within the 20 AEPA member states. The proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications shall be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard, document or code that shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement shall be utilized.

R.S. Means Quotations/Proposals: When providing R.S. Means costs as part of a project's proposal, the following items apply:

1. R.S. Means proposals must use the current year, standard costs based on the following CD titles will be accepted:
 - a. Repair and Remodeling Cost Data
 - b. Building Construction Cost Data
 - c. Facility Construction Cost Data
2. All work proposed under the R.S. Means method must use the R.S. Means format, even if subcontractors are used to do the work. Subcontractor's invoices must tie to the R.S. Means spreadsheet.
3. An R.S. Means spreadsheet must be submitted to substantiate the quote given to the AEPA member institution. Make sure that spreadsheet columns are expanded to show the full R.S. Means number and a sufficient amount of the description.
4. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in each state. The same criteria are used by R.S. Means. As an example, if the project is in Hobbs, New Mexico, which has a zip code of 88240, the city index to be used is Roswell, New Mexico, which has a zip code of 88201.
5. AEPA discount, bonding cost and sales taxes if applicable, must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be

handwritten or typed on the spreadsheet or can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above.

6. All change orders which list items covered by R.S. Means must be supported by an R.S. Means spreadsheet.

Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

RFCI: Resilient Floor Covering Institute (301) 340-8580 www.rfci.com

Shop Drawings: Drawings made for production purposes by persons other than a designer.

Specifications: Written descriptions of work, materials, or equipment that complements the construction drawings.

SPFA: Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) (800) 523-6154 www.sprayfoam.org

SPIB: Southern Pine Inspection Bureau (The) (850) 434-2611 www.spib.org

SSPC: The Society for Protective Coatings (877) 281-7772 www.sspc.org

State Wage Rates: Some of the AEPA member's states have and require the contractors pay state wage rates. It is the offeror's responsibility to be acquainted with those state's Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The offeror and any subcontractors shall pay all tradesmen and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

UFAS: Uniform Federal Accessibility Standards (800) 872-2253; Available from Access Board (202) 272-0080 www.accessboard.gov

UL: Underwriters Laboratories Inc. (877) 854-3577 www.ul.com

Unit Cost: is an average cost per unit calculated by dividing total costs of the item by the measured quantity of units. Unit costs may include material costs, labor costs, plant and equipment costs, overhead costs, job and operating and profit. The content of the unit costs must be made clear. An item may have separate unit costs for materials and labor.

Unit Price: Similar to a unit cost but usually consisting of all direct costs and some or all indirect costs.

USAV: USA Volleyball (888) 786-5539 www.usavolleyball.org

Value Engineering: Comparison and economic evaluation of alternate construction methods for a given project.

Vendor/Contractor: Individual or entity providing goods and services to AEPA members based on the specifications of this solicitation.

Waste Construction Material: that is extra to the actual net quantity required by the work, but that is nevertheless required by or used in performing the work, or is somehow lost as a result of doing the work, and therefore contributes to the material cost.

WCLIB: West Coast Lumber Inspection (800) 283-1486 www.wclib.org

4. Special Terms & Conditions

- 4.1 By responding to this solicitation, the vendor agrees to and will be solely responsible for doing the research to ascertain that its solutions offered meets or exceeds all federal, state, local and industry regulations, rules, standards and/or requirements.
- 4.2 The successful vendor must abide by and ensure that any subcontractor abides by all applicable federal, state, and local laws, codes, and ordinances governing any area(s) in which any products and/or service covered by this solicitation are rendered and must have all required permits, licenses, agreements, tariffs, bonding and insurance required by same. No claims for additional payment will be approved for changes required to comply with any such requirements.
- 4.3 The successful vendor must be willing and agree to provide AEPA members the benefit of all general price reductions extended to its other customers at any time during the period of this contract or any extension thereof. Likewise the vendor may during the annual contract renewal process submit to AEPA any additional products or services covered by their award and may request for prices adjustments on published price lists. The R.S., Means price shall be adjusted when the new updates (usually January 1 of each year) become available. Any request must be in writing and submitted to the oversight committee chairman who has been designated by AEPA for that solicitation/category. The chairman will process the request and submit it to the AEPA board of directors for their approval/disapproval. If approved each AEPA state agency will be responsible for notify its participating members. In the event of a decrease in the prevailing contract price the oversight committee may approve the change and it will become effective immediately upon notification.
- 4.4 If the vendor intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein the vendor must ensure that price form these parties are in accordance with the terms, conditions and pricing submitted and approved by AEPA.
- 4.5 Responses must clearly identify all charges and components necessary for performance of the contract even if such are not specifically addressed in any paragraph or subparagraph or form that is a part of this solicitation.
- 4.6 Additional and optional products and services must be identified separately, and must include clear descriptions and specifications of proposed items.
- 4.7 Vendors are asked to make available new products and services as they become available and have been tested and proven to be reliable, suitable and appropriate for use within educational athletic facilities. It shall be communicated to and detailed information provided to the individual owners indicating that the product and/or service is new technology and any test results or past performance history necessary to allow the owner to make an informed decision on accepting the product/service for the proposed project.
- 4.8 The vendor must have the resources necessary to provide a comprehensive training, maintenance support program to any individual owner within the 22 AEPA states which will allow the owner to properly and successfully utilize and maintain the installed facility through its stated life cycle. The programs offered must be appropriate for the owner's staff that will be responsible for and using the facility. The vendor

must provide documentation that proves these resources and programs do exist and can be successfully delivered on a national basis. If there are associated cost terms, conditions and stipulations relating to the programs offered they must be clearly identified and stated within the vendor's response.

- 4.9 Applicability of industry standards, unless the individual project contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the project's contract documents to the extent referenced. Such standards are made a part of this solicitation by reference provided under item 3 Glossary of Terms above.
 - 4.9.1 Publication Dates: Comply with standards in effect as of date of the individual project's contract documents unless otherwise indicated.
 - 4.9.2 The contractor and any subcontractors engaged in construction project covered by this solicitation should be familiar with industry standards applicable to its construction activity being performed. Copies of applicable standards are not provided as part of this solicitation and when copies of standards are needed to perform a required construction activity, they may be directly obtained from publication source as identified herein.
 - 4.9.3 Where abbreviations and acronyms for standards and regulations are used within this solicitation, individual project's specifications or other contract documents, They shall indicate the recognized name of the organizations/agency responsible for the standards and regulations utilized.
- 4.10 The offeror must demonstrate and present the necessary evidence within its response to communicate its knowledge, experience, willingness and ability to adhere to, utilize and ensure the following:
 - 4.10.1 The contractor must hold and maintain a current and valid contractor's license for any of the AEPA states that allows it to supervise others, to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any athletic facility covered by this solicitation and found within those states that have such requirement.
 - 4.10.2 The contractor will ensure that all individuals, firms or subcontractors being used to perform or supervise work performed, materials and equipment installed under this contract hold a current contractor's license, as required by those individual AEPA states. All subcontractors to be used for each individual project performed under this contract must be clearly identified and a list submitted with the name, address, trade or type of work, contractor's license number if applicable and their federal ID number included.
 - 4.10.3 Upon request by an AEPA member agency's local member, the contractor shall schedule a meeting with the member/owner to ascertain and develop a comprehensive and complete understanding of the scope of work being requested by the member. The contractor shall conduct and perform the necessary site investigation in order to be aware of any existing site conditions that may require as part of the proposed project additional products and/or services to address identified site conditions and properly complete the project in accordance with the project's contract documents.

- 4.10.4 Any contract between the individual owner and the contractor under this solicitation shall consist of a detailed scope of work (a description of the work to be performed and the products to be provided by the contractor) will include all specifications, drawings, contractor's cost proposal and other project related documents. All applicable industry standards, manufacturer's instructions and requirements, technical specifications and general conditions, federal, state and local codes around which the contract is made shall be included, as if they were physically part of the contract documents.
- 4.10.5 A schedule for performance of work that can be met without planned overtime is the responsibility of the contractor unless otherwise requested by the owner.
- 4.10.6 Terms for what constitutes project completion and acceptance by the owner and taking title to work finished must be clearly identified, described and agreed upon and made a part of any contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined with all of the agreed to terms, conditions and stipulations. Both parties must agree on the definition of what constitutes total acceptance of the project and that must be obtained before final payment is made to the contractor. Upon completion of the project, the worksite will be left in a condition equal to or better than before the project.
- 4.10.7 Upon completion of the work, the contractor will present the owner with all documents necessary to close out the project. Including but not limited to certificate of occupancy, maintenance manuals, up to four (4) complete sets of "as built" project drawings, and two (2) copies each of procedures of using and maintaining the facility and executed warranties on installed products and equipment.
- 4.10.8 As part of the close-out process or upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the owner and must be included as part of the purchase contract.
- 4.10.9 The prime contractor must warrant the work performed, materials, equipment installed for a period of not less than six (6) years against defects and poor workmanship. Even if final payment is made, if the owner discovers an unfinished and/or improperly installed component, defect or poor workmanship that should have been identified noted and during final inspection, the contractor will complete the work in a timely fashion at no additional cost to the owner.
- 4.10.10 The contractor may offer extended warranties or maintenance agreements if available at an additional cost to members. The maintenance contract must be offered as a separate line item.
- 4.11 If the offeror submitting a response to this solicitation to provide construction products and services relating to and for athletic, recreational, performing arts, multi-purpose and other educational facilities with specialty hardwood and synthetic flooring systems and is not the product/system manufacturer. Then the offeror must provide written documentation between it and the manufacturer indicating that the product manufacturer(s), for the purpose of this solicitation, is aware of the offeror's intent to offer the manufacturer's product line(s) and both parties are jointly committed and are aware of the terms, conditions and stipulations in this IFB, and that the manufacturer

acknowledges and agrees to and will stand behind the contractor's performance under this IFB. Failure of non-manufacturers to submit sufficient documentation to meet this requirement can result in a non-responsive bid.

4.12 The offeror must within their response provide a complete listing/catalog of all products offered with their associated cost that are not to be covered by R.S. Means. This will enable a owner's staff, architect or general contractor to verify the offeror's individual project quotes for new construction, renovation, retrofit or general maintenance and repair. This listing/catalog must provide complete specifications on each product/service. (This information is required in electronic format.)

4.13 Inspection:

4.13.1 The Contractor's project manager shall conduct a pre-inspection prior to any construction meeting or final inspection where the owner is expected to accept and/or sign-off on work that has been completed. This is to ensure that all work meets or exceeds the projects specifications and requirements. Any discrepancies shall be corrected and/or communicated to the owner.

4.13.2 Date of final inspection shall be scheduled in advance, with appropriate notice and agreed upon by all parties. The contractor shall provide the owner or his designee, with copies of the printed check-off list, proposed pay application, state and local inspector's sign-off/reports acquired since the last meeting. Any discrepancies will be noted as a punch list item and corrected prior to the next meeting or within the time specified by contract documents.

4.13.3 Prior to final payment being made and during the project close-out process the contractor shall submit and have the owner or designee acknowledge receipt of as-built drawings, maintenance and operational guides and all activated product warranties and approve any submittals needed.

4.14 The Offeror must demonstrate they possess the ability, capacity and staff to keep current with federal, state and industry standards, guidelines that are applicable within any of the 22 states.

4.15 Quality Control Issues

4.15.1 During the course of the contract, the owner or designee may request and/or secure samples, according to construction industry standards, guidelines or ASBA standards, of materials being applied, used from containers at the job site, and submit them to an independent laboratory for comparison to specified material. The owner may acquire an independent industry qualified/certified consultant to evaluate and issue a report on the quality of the materials being used, if the materials installed meet or exceed project's specifications. The cost for these test and services will be paid by the owner.

4.15.2 Should test results prove that a material used and/or applied is not equal to or better than specified or the end product does not meet minimum requirements. The offeror will reimburse the owner for the cost of the tests and/or services acquired. The offeror will also pay all costs incurred and associated to replace, remove and dispose of non-compliant materials and bring the end product up to project specifications and requirements.

- 4.15.3 Should test results and services prove that materials tested were equal to specified material and the work performed meets the project's specifications and requirements, the offeror shall be notified of the results and the owner shall pay all associated costs.
- 4.15.4 The offeror must be willing and able to enclose within their response the necessary proof, documentation, evidence to demonstrate they the respondent have the past experience in delivering and installing acceptable single and multi court sport and recreational facilities utilized for basketball, volleyball, bad mitten, gymnastics, dance etc for all levels of competition. Flooring systems found within performing arts centers, exercise, training, weight, and locker rooms, multi-purpose rooms, etc.

5. Specifications

5.1 General

- 5.1.1 The offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of the various types and levels of athletic, recreational performing arts and multi-purpose educational facility's design, construction, functionality and utilization necessary to assess and evaluate the existing conditions; consult with the owner; propose the most appropriate and cost effective products available; to install said product(s) and to provide ongoing maintenance and support services.
- 5.1.2 The offeror must be willing, able and have the ability and capacity to provide all labor, materials, equipment and if required design services, site inspection and preparation services and product installation for those products being proposed in response to this solicitation. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the offeror's involvement will depend on the individual project's scope and requirements.
- 5.1.3 The offeror is responsible for ensuring that the proposed project's design and construction has been tested; meets and/or comply with all federal, state, local and industry standards for such products. The installation method, procedures and process utilized to install the product(s) are in accordance and comply with the manufacturer's institutions, specifications and comply with applicable ASBA, AAU, NCAA, NFHSA and individual state requirements.
- 5.1.4 If the offeror is only providing the hardwood or synthetic flooring system, the offeror must provide written documentation and communicate to the owner what the minimum sub-floor requirements, construction guidelines, and recommendations are and how the areas in which the flooring system is to be applied should be prepared in order to meet the flooring manufacturer's specifications. However, it should be noted that AEPA and its members are seeking and prefer providers who can provide a turn-key salutation.
- 5.1.5 If any part of the design or construction work is to be performed by the owner's own crews or owner's architect and/or a third party contractor not associated with the offeror, The offeror, prior to taking possession of the project site or

proceeding with its work, must provide the owner with a signed affidavit stating that it has inspected and has accepted the current site conditions and work completed as meeting and/or exceeding its and the manufacturer, industry and governmental standards and requirements. If work is not acceptable, the offeror must notify the owner immediately in writing stating what is not acceptable and on what this determination was made.

- 5.1.6 By accepting the owner's notice/order to proceed and executing the construction process, the offeror/contractor acknowledges that he has visited the site, has familiarized himself with the current conditions under which the work is to be performed, and understands the scope of work` as defined in the contract documents and no pre-existing conditions will interfere with and/or keep the final solution from meeting and performing to manufacturer's specification and owner's expectations.
- 5.1.7 Documentation signed by an authorized representative of the manufacturer will be provided to the owner stating that the installed solution has no measurable traces of heavy metals, leachable mercury or any other hazardous materials identified by the EPA. For comparison testing prior to installation and randomly during installation, an 8" x 10" sample of the material must be furnished to the owner's independent laboratory upon request. This sample must be provided prior to installation.
- 5.1.8 An additional 8" x 10" product sample, the same color, texture, thickness, etc. as the type of surfacing to be installed for this project shall be provided to the owner. This must be a representative sample of the product for comparison of color and texture during installation. This sample must be submitted and approved by the owner prior to installation.
- 5.1.9 Up on completion of any striping, line markings, the offeror shall obtain written acceptance and approval of the markings by the owner's designated representative as being complete and meeting their requirements. This document shall state that the court(s), event markings and layout meets and complies with the governing bodies' (AAU/NCAA/NFHSA/etc.) requirements for any athletic and activity event stated in the owner's scope of work for the individual project.

5.2 Quality Assurance

- 5.2.1 For each manufacturer and product line offered, the Offeror must demonstrate through documentation that it has completed at least one project within fourteen (14) of the twenty-two AEPA state utilizing the various flooring solutions or similar salutations as those being proposed in response to this IFB. That the projects have been completed and accepted by the owner as meeting and complying with the governing bodies' (AAU/NCAA/NFSHS/etc.) requirements and rules governing their level of athletic competition. The products offered shall meet or exceed the ASBA's guidelines, requirements and performance specification for the various types and levels of facilities applications in which they are being utilized.
- 5.2.2 The offeror will only utilize qualified, trained, experienced, manufacturer approved and if applicable licensed tradesman to perform all work done under this IFB.

- 5.2.3 The offeror shall make its' own site visit to fully acquaint themselves with the construction site, existing facilities and utilities and shall fully understand the difficulties and restrictions attending the execution of the work under this IFB. All offerors shall advise the member in writing and receive its' acceptance of any restrictions, project alterations and/or anticipated difficulties prior to accepting a contract to do the individual project.
- 5.2.4 The offeror/AEPA prime contractor shall employ and maintain for the term of the AEPA contract a highly qualified, experienced and trained flooring consultant on staff to ensure quality control in all aspects of any project conducted under this solicitation. Failure of the offeror/AEPA contractor to provide evidence that it meets this requirement will be deemed non-responsive and/or the AEPA contract will be terminated.
- 5.2.5 Due to the individual AEPA member agency's individual requirements. Any offeror responding to this solicitation, who files to provide the information required on the Contractor's Qualifications Form (F) or has failed to perform/complete past project or is in default of warranty work or has been found guilty of violating state and/or local construction/labor codes, as judged by previous clients or AEPA. AEPA reserves the right to consider or not consider the offeror's response as being a responsive based on its on investigation and findings.
- 5.2.6 All flooring system products and materials offered shall be warranted/guaranteed to the extent that it:
- 5.2.6.1 Has been manufactured, shipped, stored and applied in accordance with industry standards, manufacturer's specifications and instructions.
 - 5.2.6.2 Will hold fast and/or adhere to the sub-flooring system as designed and intended.
 - 5.2.6.3 Will perform as specified in these specifications, the specifications of the product manufacturer and as identified and indicated in the current product information, literature and specification sheets available to the end user.
 - 5.2.6.4 Will not de-laminate, bubble, warp, blister, fade, crack or wear excessively during the required guarantee period as indicted herein and under normal use and intended purpose as communicated by the owner during the development of the project's scope of work.
 - 5.2.6.5 All machinery and materials used must be only those approved by the materials' manufacturer.
 - 5.2.6.6 The offeror and its surface manufacture must meet the following criteria:
 - 5.2.6.6.1 The flooring system manufacture shall inspect and certify to the facility owner that the solution installed meet and/or exceed the manufacturer's specifications and installation requirements.
 - 5.2.6.6.2 The Offeror and the flooring solution manufacturer guarantees the usability and playability of the flooring system/salutation installed is appropriate for the site conditions that exist and for the intended uses as identified with the project's scope of work

for an six (6) year period commencing with the date of substantial completion and acceptance by the owner. The warranty coverage shall not be limited to the amount of usage.

5.2.6.6.3 Any/all warranty terms, conditions, stipulations and/or requirements must be provided, discussed and accepted in writing by the owner prior to issuing of the owner's purchase order. .

5.3 AEPA has divided this flooring system being requested into two (3) areas: wood flooring systems, synthetic/rubber flooring systems and floor products and services relating to the refinishing, maintaining and repairing of existing flooring systems. The offeror may respond to any one of the individual lots or to all of the lots.

5.3.1 Wood Flooring Systems

5.3.1.1 The offeror will Manufacture, obtain, deliver and install hardwood floor systems comprised of concrete and/or plywood sub-floors and Northern Hard Maple flooring or other synthetic wood like flooring products in accordance with all applicable federal and state codes and industry standards. Obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing hardwood flooring systems to a structural and functional condition in accordance with industry standards. The following specifications and related information is intended to provide the offeror with a general overview of what AEPA members are seeking in this solicitation.

5.3.1.2 The work may include but is not limited to::

5.3.1.2.1 Assessing and determining existing site conditions and owners expectations for the flooring system to be provided.

5.3.1.2.2 Developing a proposed solution to conform to and meet the owner's expectations while considering and ensuring the following:

5.3.1.2.2.1 The sub-flooring systems are level and adequate to support and facilitate the proposed hardwood flooring system. Ensure a level, steel troweled slab to a tolerance of +/- 1/8" in a 10'0" radius and subject to the approval of the wood floor manufacturer. Moisture barriers must be adequate for proposed site condition and environment.

5.3.1.2.2.2 The flooring system proposed is Northern Maple standard strip flooring. 25/32" thick and flooring shall be x 2 1/4" and the grade shall be second and better.

5.3.1.2.2.3 The flooring mill has extensive background and experience in producing and preparing this type of product selected for the individual project.

5.3.1.2.2.4 Providing only products that are factory certified by a nationally recognized manufacturer and installed by

locally licensed (if required), factory trained and approved installers.

5.3.1.2.2.5 Providing consulting, refinishing and maintenance services for the various existing wood flooring systems that may exist within the education and public athletic, recreational, performing arts and multi-purpose facilities and for those systems being proposed in response to this solicitation.

5.3.1.2.2.6 Provide training and support services that include a complete and comprehensive how to upkeep and maintain the solution installed throughout its stated life cycle.

5.3.1.2.2.7 Providing after the sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

5.3.1.3 Project Submittals

5.3.1.3.1 Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.

5.3.1.3.2 Samples of material and color charts for striping for the architect and member to develop the color scheme.

5.3.1.3.3 Maintenance Instructions – Instructions on how to inspect and maintain the floor on an ongoing basis.

5.3.1.3.4 Any special requirements relating how the resulting flooring system should be utilized, protected and/or maintained on a day-to-day bases.

5.3.1.3.5 Warranty – Written warranty that clearly identifies and states what is and is not covered; the methods, procedures and criteria to be utilized when a warranty claim is filed; any terms, conditions, stipulation, and timelines that may apply.

5.3.1.3.6 Cost Proposal – Detail break down of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed flooring system.

5.3.1.4 System Description

5.3.1.4.1 Materials

5.3.1.4.1.1 Flooring

5.3.1.4.1.1.1 Flooring shall be x 2 1/4”

5.3.1.4.1.1.2 Grade shall be 2nd and better

5.3.1.4.1.2 Sub-Floor/Base

5.3.1.4.1.2.1 Vapor barrier shall be 6-mil polyethylene

5.3.1.4.1.2.2 3/8" resilient foam pad

5.3.1.4.1.2.3 Panels shall be 2 layers 1/2" x 4' x 8' CDX plywood

5.3.1.4.1.2.4 Tack nails shall be 1" cleats or 1" 13-gauge staples

5.3.1.4.1.2.5 Flooring nails shall be 2" cleats or 2" staples

5.3.1.4.1.2.6 Wall base shall be 4" x 3" vented cove base with pre molded corners

5.3.1.4.1.3 Finish

5.3.1.4.1.3.1 World Class Seal and Finish manufactured by National Coatings

5.3.1.4.1.3.2 Pacific Sport Seal and Finish manufactured by BonaKemi, USA

5.3.1.5 Quality Assurance New Flooring Projects

5.3.1.5.1 All system component parts must be supplied by one sub-contractor.

5.3.1.5.2 The installer must be approved by the architect and/or the owner and shall have completed work of this type, to include a minimum of four (4) years experience in the field.

5.3.1.5.3 Flooring materials must be allowed to acclimate to building conditions on the job-site in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed 8%.

5.3.1.6 Quality Assurance Renovation, Refinishing and Repair Project

5.3.1.6.1 Inspections – Inspect existing floor area including the concrete slab and sub-flooring to determine current conditions and to determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for proper tolerance and dryness and report any discrepancies to the member.

5.3.1.6.2 The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer's standards, which were utilized to establish the conditions.

5.3.1.7 Installation of Replacement Flooring System

5.3.1.7.1 Install with one layer of 6 mil polyethylene film over the entire surface of the concrete floor. Install two layers of 1/2" plywood, the first layer of plywood parallel to the long dimension of the room. Install the second layer of 1/2" plywood over the first layer. Allow 1/4" spacing on all sides of the plywood panels. Sub-flooring shall be securely nailed 12" O.C. with 1" cleats or staples.

5.3.1.7.2 Machine nail finish flooring at parallel to the long dimension of the room into the sub-flooring. End joints must be properly driven up and proper spacing provided for the humidity conditions of the areas as recommended by the flooring manufacturer. Provide 2" expansion voids at the perimeter and at all vertical obstructions. Install vent cove base over perimeter voids. All installation shall be as per the manufacturer's recommendations and MFMA standards.

5.3.1.7.3 Metal threshold at doorways to be in compliance with industry standards.

5.3.1.8 Working Conditions New Flooring Projects

5.3.1.8.1 The wood flooring shall not be installed until all masonry plastering, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and working.

5.3.1.8.2 The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the flooring system. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.

5.3.1.9 Floor Sanding

5.3.1.9.1 Use coarse, medium and fine grade sandpaper.

5.3.1.9.2 After sanding with drum sander, buff entire floor using 100 grit sandpaper, with a heavy-duty buffing machine.

5.3.1.9.3 Vacuum or tack floor before first coat of seal.

5.3.1.9.4 Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.

5.3.1.10 Working Conditions for Flooring Renovation, Refinishing and Repair Projects

5.3.1.10.1 General conditions which will apply when

- 5.3.1.10.1.1 Applicable Replacement flooring shall not be installed until all other masonry removal of damaged flooring and the repair of any sub-floor conditions that exist. The building must be reasonably dry; heating, air conditioning and ventilation systems must be working and the area closed to the public.
- 5.3.1.10.1.2 Remove damaged or worn wood, as needed.
- 5.3.1.10.1.3 Dispose of old wood in accordance with state and local laws. (Do not dispose of wood until the member examines it.)
- 5.3.1.10.1.4 Examine moisture barrier. If damaged or worn, replace with 6-mil polyethylene membrane.
- 5.3.1.10.1.5 The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the new flooring sections. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.
- 5.3.1.10.1.6 Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.
- 5.3.1.10.1.7 Final sanding shall be with 100 or 120 grit sandpaper.
- 5.3.1.10.1.8 Screen with a 120-grit disc to eliminate chatter, stop marks and sanding patterns.
- 5.3.1.10.1.9 Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
- 5.3.1.10.1.10 Base molding shall be pre-molded vent cove without corners and attached to the wall with adhesive and/or screws.

5.3.1.10.2 Repair and renovation of anchored resilient channel floor system

5.3.1.10.2.1 Materials to use, as needed depending on the flooring system, includes: new 6 mil polyethylene moisture membrane; 1 3/8" x 2 5/8" x 8' factory assembled steel encased, Woodlife F treated sleeper; 1 1/2" x 2 1/2" x 48" factory assembled Woodlife treated sleeper; 3/4" x 4' x 8' CD-exterior grade fir or southern pine, 4 or more ply plywood; 15/32" x 4' x 8' rated sheathing, exposure 1, southern yellow pine, 4 or more ply, plywood; fasteners for flooring, 1 3/4" pr 2" barbed cleats or staples, 1 1/2" to 1 5/8" sub-flooring nails or staples, channel anchors, and 1 1/4" pneumatic or power actuated concrete anchors; second or better grade, cross-profiled, tongue and groove (T&G), end matched (EM), kiln dried (KD), Northern hard MFMA maple flooring, 25/32" thick x 2 1/4" wide. All flooring will be manufactured and graded in accordance with the MFMA standards.

5.3.1.10.2.2 Repair and renovation or continuous strip DIN standard floor system

5.3.1.10.2.3 Materials to use, as needed: 7/16" EPDM rubber isolator pads of vertically. Non-coextensive design; 1/2" or 15/32" plywood, 4 ply fir or southern pine; elastomeric adhesive; 5/16" x 7/8" or 1/16" x 7/8" x 9" maple flooring.

5.3.1.10.2.4 Install two layers of 1/2" plywood. First layer shall be installed parallel to the long dimension of the area.

5.3.1.10.2.5 Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1" staples every 12" on center, both directions. Staggers joints 1/4" a part

5.3.1.10.2.6 Trowel elastomeric adhesive at one gallon for every 50 square feet.

5.3.1.10.2.7 Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.

5.3.1.11 Repair and renovation of floors with padded sleeper

5.3.1.11.1 Materials, as needed, depending on the floor: 1 1/2" x 1 1/2" factory assembled Woodlife treated sleeper with pad attached 12" on center; 12/32" x 4' x 8' southern yellow pine, exposure 1 rated sheathing; 15/32" x 1 1/2" or 33/32" x 2 1/4" or 1 1/2"

width first, second or third grade, T&G and EM, Northern hard MFMA maple KD.

- 5.3.1.11.2 Install plywood diagonally over sleepers. Space all sides ¼” and secure with nails or staples to sleepers.
- 5.3.1.11.3 Repair and restoration of a padded plywood gymnasium floor
- 5.3.1.11.4 Materials needed, depending on conditions of floor: resilient pads, either 3/8” x 2 1/4”, second and better grade, T&G and EM, KD Northern hard MFMA maple.
- 5.3.1.11.5 Install two layers of 1/2” plywood. First layer shall be installed parallel to the long dimension of the area.
- 5.3.1.11.6 Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1” staples every 12” on center, both directions. Staggers joints 1/4” a part.
- 5.3.1.11.7 Trowel elastomeric adhesive at one gallon for every 50 square feet.
- 5.3.1.11.8 Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.
- 5.4.1.12 Repair and Restoration, and/or Refinishing of Stage Floor
 - 5.4.1.12.1 Repairs must match wood and construction in the original stage.
 - 5.4.1.12.2 Prior to refinishing, floor shall be scrubbed, stripped, or sanded, as requested or required by the member.
 - 5.4.1.12.3 Thoroughly rinse scrubbed or stripped floor.
 - 5.4.1.12.4 Allow floor to dry in accordance with product manufacturer’s instructions.
 - 5.4.1.12.5 Abrade floor as required by product manufacturer’s instructions.
 - 5.4.1.12.6 Tack floor in accordance with product manufacturer’s instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
 - 5.4.1.12.7 On scrubbed floors, apply patch coat of finish, if required in heavily worn areas. Allow patch coats to dry, abrade and tack, in accordance with product manufacturer’s instructions.
 - 5.4.1.12.8 On scrubbed floors, apply coat of finish to floor in accordance with product manufacturer’s instructions. Apply additional coat of finish, if requested by the member.
 - 5.4.1.12.9 On stripped or sanded floors, apply a coat penetrating sealer. Use penetrating stain, if required by the member.
 - 5.4.1.12.10 Allow sealer or stain to dry in accordance with product manufacturer’s instructions.

- 5.4.1.12.11 Prepare floor in second coat of penetrating sealer or stain, or a coat of finish, in accordance with product manufacturer's instructions.
- 5.4.1.12.12 Ensure there is no draft and that floor remains free of dust, dirt and debris during product application and drying.
- 5.4.1.12.13 Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- 5.4.1.12.14 After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.

5.4.1.13 Floor Finishing New Floors

- 5.4.1.13.1 Apply seal coat in accordance with MFMA and product manufacturer's instructions. The manufacturer's minimum coverage instructions shall be followed.
- 5.4.1.13.2 Allow seal coat to dry in accordance with manufacturer's instructions.
- 5.4.1.13.3 Apply second coat of seal as specified by the product manufacturer.
- 5.4.1.13.4 Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying a second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- 5.4.1.13.5 Striping and/or game lines must be accurately applied after the first seal coat, after buffing and vacuuming. Lay out in accordance with drawings. Offerors must confirm and will be held responsible for ensuring that any/all game lines use current rules of associations having jurisdiction. Lines shall be straight with sharp edges using colors and patterns approved by the owner. Use proper floor lining paint that is compatible with the seal and finish coating products.
- 5.4.1.13.6 Unless otherwise specified in the work order, standard game lines shall include 1 main and 2 practice basketball courts, 1 main and 2 practice volleyball courts.
- 5.4.1.13.7 Allow seal coat and/or game lines to dry in accordance with product manufacturer's instructions.
- 5.4.1.13.8 Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- 5.4.1.13.9 Apply two or three coats of finish in accordance with MFMA and product manufacturer's instructions. In accordance with

MFMA and product manufacturer's instructions, allow proper drying time and follow proper abrading procedures between coats.

- 5.4.1.13.10 Ensure there is no draft and that the floor remains free of dust, dirt, and debris during product application and drying.
- 5.4.1.13.11 Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- 5.4.1.13.12 After finishing the floor, ensure that it is closed to traffic and activities in accordance with product manufacturer's instructions.

5.4.1.14 Floor Finishing Renovation Projects

- 5.4.1.14.1 The offeror will consult with the member to determine if the floor is to be sealed and finished with solvent-based or water-based products.
- 5.4.1.14.2 Seal and finish products must be approved by the Maple Floor Manufacturers Association (MFMA). Publication on the MFMA Floor Sealer and Finish List shall serve as evidence of approval.
- 5.4.1.14.3 Only compatible seal, finish and paint products will be used.
- 5.4.1.14.4 Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.
- 5.4.1.14.5 Final sanding shall be with 100 or 120 grit sandpaper.
 - 5.4.1.14.5.1 Screen with a 120-grit disc. To eliminate chatter, stop marks, and sanding patterns.
 - 5.4.1.14.5.2 Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
- 5.4.1.14.6 Periodic scrubbing and recoating
- 5.4.1.14.7 Only MFMA products that are compatible with existing seal and finish will be used for periodic recoating.
- 5.4.1.14.8 Scrub floor in accordance with MFMA and product manufacturer's instructions. Remove all gum, tape, rubber marks, scuffs, and other debris. Thoroughly rinse the floor.
- 5.4.1.14.9 Allow floor to dry and touch up game lines in accordance with MFMA and product manufacturer's instructions.
- 5.4.1.14.10 Abrade floor as required by product manufacturer's instructions.

- 5.4.1.14.11 Tack floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
- 5.4.1.14.12 Apply patch coat of finish, of required in heavily worn areas such as keys. Allow patch coat to dry, abrade and tack the floor, all in accordance with MFMA and product manufacturer's instructions.
- 5.4.1.14.13 Apply coat of finish to floor in accordance with MFMA and product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
- 5.4.1.14.14 Ensure there is no draft and that floor remains free of dust, dirt, and debris during product application and drying.
- 5.4.1.14.15 Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- 5.4.1.14.16 After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.

5.4.1.15 Clean Up – All unused materials and debris are to be removed from premises.

5.4.2 Multi-Purpose Synthetic/Rubber Flooring Systems

5.4.2.1 The Offeror will manufacture, obtain, deliver and install synthetic/rubber floor systems over concrete and/or plywood sub-floors in accordance with all applicable federal and state codes and industry standards. To obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing synthetic flooring systems to a functional and operational conditions in accordance with the manufacturer's and industry standards.

5.4.2.2 The work may include but is not limited to:

5.4.2.2.1 Assessing and determining existing site conditions and member's expectations for the flooring system to be provided.

5.4.2.2.2 Developing a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:

5.4.2.2.1.1 Providing only products that are factory certified by a national recognized manufacturer and are installed by locally licensed, factory certified installers.

5.4.2.2.1.2 Providing consulting, refinishing, maintenance services for the various synthetic/rubber flooring systems that exist within educational institutions.

5.4.2.2.1.3 Providing after-the-sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

5.4.2.3 Project Submittals

5.4.2.3.1 Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.

5.4.2.3.2 Samples – Provide samples of materials and color finishes available to the architect and/or member to determine the type of flooring texture and color schemes to be utilized.

5.4.2.3.3 Maintenance Instructions – Instructions on how to inspect and maintain the floor on an ongoing basis.

5.4.2.3.4 Any special requirements relating how the resulting flooring system should be utilized, protected and/or maintained on a day-to-day bases.

5.4.2.3.5 Warranty – Written warranty that clearly identifies and states what is and is not covered; the methods, procedures and criteria to be utilized when a warranty claim is filed; any terms, conditions, stipulation, and timelines that may apply.

5.4.2.3.6 Cost Proposal – Detail break down of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed flooring system.

5.4.2.4 System Design New Flooring System

5.4.2.4.1 The flooring systems proposed shall be specifically created for and possess the characteristics required of both competition and recreational floors found in gymnasiums, physical education, weight, training, locker and other multipurpose facilities. Characteristics may include but are not limited to co-efficient of friction wet and/or dry, vertical and horizontal shock absorption, durability, scuff resistant and easy to maintain. The following products are provided as a guide to the type and level of products being requested.

5.4.2.4.2 The flooring systems proposed shall be able to be installed over concrete, asphalt, wood or vinyl with no need to remove the existing flooring if in acceptable condition.

5.4.2.4.3 The flooring shall be installed without nails, toxic adhesives.

5.4.2.4.4 Flooring shall be warranted by the manufacturer for any defect in materials and workmanship for a period of at least 10 years from the date of purchase.

5.4.2.4.5 Materials

5.4.2.4.5.1 Gymnasium, Aerobics

- 5.4.2.4.5.1.1 Prefabricated rubber sport flooring to be equal to or better than Vulcanized Advance 6 to 12mm (1/4" to 7/16") depending on application, with smooth mat finish, available in standard colors, as manufactured by Mondo America Inc.
- 5.4.2.4.5.1.2 Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents and pigmentation. The material is to be provided in 6' (1.83m.) widths and lengths of ±20' to ±40' (±6 to ±12 m.).
- 5.4.2.4.5.1.3 Prefabricated rubber sport flooring to be manufactured in three layers, which are vulcanized together. The shore hardness of the lower layer is to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer and provided in standard colors.

5.4.2.4.5.2 Weight and Training Rooms

- 5.4.2.4.5.2.1 Prefabricated rubber sport flooring, 10mm (3/8) thickness, dual durometer vulcanized and calendared equal to or better than Sport Impact, Ramflex, or Speckleflex. Sport Impact is best, then Ramflex, then Speckleflex manufactured by Mondo America Inc.
- 5.4.2.4.5.2.2 Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents, pigmentation with smooth textured pattern. The material to be provided in 47" (1.19m.) widths and lengths of ±20' to ±40' (±6 to ±12 m.). Also available in 45" x 45" tiles (1.14m x 1.14m).
- 5.4.2.4.5.2.3 Prefabricated rubber sport flooring to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the

manufacturer. Field laminated dual durometer are unacceptable.

5.4.2.4.5.2.4 Products offered must possess the properties of never crumbling or breaking down or taking on orders under normal conditions found in weight/training rooms, impervious to moisture and naturally antibacterial.

5.4.2.4.5.3 Tennis Courts

5.4.2.4.5.3.1 Prefabricated rubber sport flooring to be 6mm (1/4"), 8mm (5/16"), 10mm (3/8") or 12mm (1/2") thickness, with a non-slip, non-reflecting, highly spike resistant top surface, available in standards colors to be equal to or better than Sportflex M manufactured by Mondo America Inc.

5.4.2.4.5.3.2 Prefabricated rubber surface to be sheet goods, calendared and vulcanized with a particular closed cell structure, based on special isoprenic rubbers, mineral fillers, vulcanizing and stabilizing agents and color pigments, highly resistant to UV rays and atmospherical agents, with system of differentiated elasticity between top surface and base, supplied in rolls of suitable size and thickness.

5.4.2.4.5.3.3 Prefabricated rubber sport surface to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer and within the limits hereinafter specified. Field laminated triple durometer is unacceptable.

5.4.2.5 Quality Assurance

5.4.2.5.1 The manufacturer to be a firm experienced in the manufacturing of prefabricated rubber sport flooring for a period of at least five (5) years.

5.4.2.5.2 Installer must be licensed in the State of New Mexico and be certified and approved by the rubber sports flooring manufacturer of the materials being installed.

5.4.2.5.3 Installer must have successfully completed projects during the last six (6) years.

5.4.2.5.4 All system component parts must be supplied by a single source.

5.4.2.6 Working Conditions

5.4.2.6.1 Substrate

5.4.2.6.1.1 Substrate may be concrete, bituminous or wood.

5.4.2.6.1.2 Remove from substrate any ridges and bumps. Fill low spots, cracks, joints, holes and other defects with patching compound.

5.4.2.6.1.3 Patching compound to be supplied or approved/recommended by rubber sport flooring manufacturer.

5.4.2.6.1.4 Clean substrate and apply and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured.

5.4.2.6.1.5 Ensure that substrates are dry and exhibit neutral alkalinity. Moisture (calcium chloride) tests are recommended on various areas of the substrate.

5.4.2.6.1.6 Sub-floor is to be prepared as per manufacturer's recommendations.

5.4.2.6.2 Site Conditions

5.4.2.6.2.1 Maintain a stable room and sub-floor temperature, minimum 65°F (18°C), for a period of 48 hours prior to, during and 48 hours after installation of the flooring system.

5.4.2.6.2.2 Rubber sport flooring should not be installed before the concrete or asphalt sub-floor has cured for a minimum of 30 days if new facility.

5.4.2.6.2.2.1 Moisture vapor emissions content of the concrete slab must not exceed 3 lbs./1000 sq. ft./24 hours when using the calcium chloride test as per ASTM F1869-98.

5.4.2.6.2.2.2 Installation in a new facility of the rubber sport flooring shall only commence once all work related to other craftsmen and trades have been completed.

5.4.2.6.2.2.3 Installation

5.4.2.6.2.3.3.1 Install sport flooring in accordance with manufacturer's printed instructions.

- 5.4.2.6.2.3.3.2 Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity.
- 5.4.2.6.2.3.3.3 Sport flooring to be unrolled and allowed to relax.
- 5.4.2.6.2.3.3.4 Cut and adjust sport flooring prior to adhesion.
- 5.4.2.6.2.3.3.5 Rubber sport flooring adhesive to be two part polyurethane adhesive suitable for adherence of a sheet good to asphalt, concrete or urethane substrate. Adhesive to be supplied or approved by rubber sport flooring manufacturer.
- 5.4.2.6.2.3.3.6 Mix adhesive in accordance with manufacturer's instructions.
- 5.4.2.6.2.3.3.7 Hold all seams in place with suitable weights for a minimum of 12 hours.
- 5.4.2.6.2.3.3.8 Lines to be painted as per manufacturer's recommendations.
- 5.4.2.6.2.3.3.9 Surface to be protected before, during and after installation until project's acceptance by the owner or his agent.

5.4.2.7 Maintenance Materials

- 5.4.2.7.1 Provide the member with three (3) copies of the maintenance instructions.
- 5.4.2.7.2 Provide the member with additional amounts of flooring, representing 2% of the total surface of each types and colors ordered.
- 5.4.2.7.3 Maintenance materials must be from the same dye lot.

5.4.2.8 Renovation, Refinishing and Repair Existing Synthetic Flooring Systems

- 5.4.2.8.1 The offeror will provide CES members with high quality and industry standard products, materials, equipment and labor for maintaining and repairing various types of athletic and/or multi-purpose flooring systems utilized within New Mexico educational institutions.
- 5.4.2.8.2 The maintenance and repair products offered must be compatible with and approved by the existing floor system manufacturer.
- 5.4.2.8.3 The offeror must be willing and able to allow the CES member to determine the level of responsibility for performing the labor involved with refinishing and repairing an existing flooring system with their own staff. The offeror will provide as little as, or as much as, or a combination of floor maintenance and refinishing goods and services as requested.
- 5.4.2.8.4 The offeror must be willing and able to provide consulting and/or training services for member's staff on the how to utilize various products, materials and equipment to maintain and refinish various types of athletic and multi-purpose floors.
- 5.4.2.8.5 The offeror will ensure that all training and assistance provided to CES member's personnel in the operation of and/or application of maintenance and refinishing products and equipment is in accordance with OSHA, EPA, industry and manufacturer's guidelines and standards.
- 5.4.2.8.6 At the request of the member, the offeror will provide a total and complete solution to renovate and/or repair existing athletic or multi-purpose floors.
- 5.4.2.8.7 Service Provider
 - 5.4.2.8.7.1 The service provider will be factory certified and have performed the proposed services for not less than five (5) years and must a current local license in the state of New Mexico.
 - 5.4.2.8.7.2 Products and materials utilized must be manufacture approved for the system being maintenance and/or repaired

5.4.2.8.7.3 Products and services offered under this lot must meet or exceed and comply with all federal, state, or industry standards.

5.4.2.9 Quality Assurance Maintenance, Renovation and Repair

5.4.2.9.1 Inspections – Inspect existing floor area including the substrate, determine current conditions and determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for unusual flooring conditions or defects and report them to the member.

5.4.2.9.2 The inspection report shall include any/all unsatisfactory conditions, along with the industry and/or manufacture’s standards, which were utilized to establish the conditions.

5.4.2.10 Renovation, Maintenance and Repair Work

5.4.2.10.1 All work must be in accordance with manufacturer’s specifications and must comply with governmental and industry standards.

5.4.2.10.2 Site and work conditions must meet or exceed the manufacturer’s recommendations and industry standards.

5.4.3 Floor Products and Services Relating to the Refinishing, Maintaining and Repairing Various Types of Athletic and Multipurpose Flooring Systems

5.4.3.1 Manufacture, obtain and provide the necessary labor, equipment, materials, supplies and equipment to refinish, renovate, maintenance and repair existing flooring systems to a structural and functional condition in accordance with industry standards. Depending on the individual project’s needs and requirements the offeror may provide as little as the products, materials, supplies and the CES member perform the labor themselves; to the offeror providing a complete turn-key salutation including all supplies, materials, equipment and labor; to anything between.

5.4.3.2 Work may include, but is not limited to:

5.4.3.2.1 Assessing and determining existing floor system’s conditions and the necessary products, supplies, materials and work required to refinish, repair and/or provide the maintenance to bring the flooring system up to good operational condition. Determine and establish the CES member’s project requirements and expectations in regards to the level of products and services to be provided.

5.4.3.2.2 Developing a proposed solution to conform to and meet the member’s project requirements and expectations while considering and ensuring the following:

5.4.3.2.1.1 Providing only products that are factory certified by a national recognized manufacturer and if required installed by factory certified and/or locally licensed installers.

5.4.3.2.1.2 Providing the level of consulting and/or training services necessary for the refinishing, maintenance and/or repairing the various flooring systems that exist within New Mexico educational institutions.

5.4.3.2.1.3 Providing after-the-sale ongoing inspection and related products and services to ensure proper floor maintenance and upkeep.

5.4.3.3 Project Submittals

5.4.3.3.1 Project Description – Provide a description of all products and/or services to be provided based on the project's requirements even if the labor is to be performed by the CES members personnel.

5.4.3.3.2 Samples – Provide samples of materials and color finishes available to the member's designated representative to determine the appropriate products to be utilized.

5.4.3.3.3 Provide complete and detail Instructions – Instructions on how to perform the various tasks and apply the various products as required for each individual project.

5.4.3.3.4 Cost Proposal – Detail breakdown of all costs associated with the design of, obtaining of, delivery of, performing of the proposed products and/or services required to complete the project's scope of work

5.4.3.4 Quality Assurance

5.4.3.4.1 Inspections – Inspect existing floor area including the concrete slab and/or sub-flooring to determine current conditions and to determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes and note any discrepancies and/or deficiency to the member.

5.4.3.4.2 The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer's standards, which were utilized to establish the conditions or deficiencies.

5.4.3.4.3 All products offered to refinish, repair and maintenance existing flooring systems must meet and/or exceed the original manufacturer's standards and specifications.

5.4.3.4.4 All services provided must be in accordance with industry standards and best practices relating to the type and level of flooring system being refinished, repaired and/or maintenance.

5.4.3.4.5 Based on the type flooring system being serviced the applicable standards and specifications enumerated within lot one and two shall apply.

5.4.3.5 Taping and Painting Game Lines

5.4.3.5.1 Based on the level of athletic competition that the CES member participates in will dictate the court and game lines diagrams to be utilized. The offeror must provide to the facility owner line diagram and receive the owner's written approval prior to painting or taping the floor.

5.4.3.5.2 All court and game lines must comply with the appropriate national or state sports association or organization in which governs the athletic competition of the sports held in the individual project facility. (NCAA, AAU, NFSHSA, etc.)

5.4.3.6 Optional Products and Services – As noted earlier offerors are asked and encouraged to offer a wide variety optional products, supplies, equipment and accessories that may be utilized to operate, maintain and protect the athletic flooring systems being proposed. List all optional products with their specifications and associated costs.

6. Substantiating Documentation

6.1 Required Categorical Responses - Please Note: AEPA reserves the right to deem an offer's response non-responsive if offeror fails to provide the necessary information and/or documentation requested below.

6.1.1 Offeror must respond to and provide all of the necessary documentation requested within Form F Contractor's Qualifications.

6.1.2 Offeror must, through written narrative, clearly identify the type, kind, level of products and services it is proposing to provide AEPA members under the this IFB. The narrative shall include:

6.1.2.1 The manufacturer's name(s).

6.1.2.2 The various levels of products offered from each.

6.1.2.3 Submit one sample of each product offered, 6x6 inch in size, illustrating details of finished product.

6.1.2.4 Submit the major component manufacturer's/supplier's name, component and composition of the component,

6.1.2.5 Certified copies of independent (third-party) laboratory reports on ASTM tests on the products offered.

6.1.2.6 For each manufacturer provide the required documentation to demonstrate their awareness, willingness, ability and capacity to perform as a party to this solicitation.

6.1.2.7 Completed information on any subcontractor that will be utilized to provide any major components/products and/or perform services under this solicitation.

6.1.2.8 Samples of the flooring system Manufacturer's/offeror's warranty to be provided to the owner covering defects in

materials, workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear on a running tracks/courts of the type provided for a period of six (6) years from the date of Substantial Completion. The method utilized by the surface manufacturer to verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's specifications and requirements for the warranty to be issued.

- 6.1.2.9 Provide documentation demonstrating the flooring Manufacturer's /contractor's warranties is supported by an insurance policy or performance bond for the full six (6) year period.
- 6.1.2.10 Provide a sample of the subcontractor's warranty to be provided to the AEPA contractor covering defects in the work performed, installation workmanship, and further warrant that the installation was done in accordance with both the Manufacturer's recommendations and any written directives of the Manufacturer's onsite representative.
- 6.1.3 Offeror must, through written documentation, demonstrate its ability to provide and perform those products and services offered herein to all twenty-two (22) AEPA states by providing prior experience with educational institutions. The documentation shall include:
 - 6.1.3.1 For each product offered list one (1) previous project performed in ten (10) of the (22) twenty-two states which has been use by the owner for one or more years.
 - 6.1.3.2 The general scope of work for each project and the size and type of flooring system installed.
 - 6.1.3.3 The manufacturer's product used for each project listed.
 - 6.1.3.4 The total cost of each project.
 - 6.1.3.5 The institution's name, address, phone number, contact person's name and title for each project.
 - 6.1.3.6 Provide the time line for each project listed and provide a brief narrative of the pre-sale and follow-up consulting services offered to ensure institution's satisfaction.
- 6.1.4 Provide a brief narrative for three (3) projects that you have done for educational institutions that since the project was completed and signed off on, you have had to go back and perform warranty work. Please include the following:
 - 6.1.4.1 Through your evaluation of the problem what was did you find as the cause of the problem?
 - 6.1.4.2 What products and/or services did you have to provide to resolve the problem?

- 6.1.4.3 Was the customer satisfied with your solution and would they be willing to give you a letter of reference if requested to?
- 6.1.4.4 Name of institutions, contact person and phone number. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

6.2 Cost Considerations

- 6.2.1 The offeror must provide a complete listing of all products and services that it is proposing to offer under this solicitation. All products and services pricing must be determined by one of pricing methods defined herein.
- 6.2.2 Price sheets and/or catalogs – For those products and services that are to be priced using a manufacturer's published price list or product catalog. Provide complete price list and/or catalogs that includes product number, product description, unit of measure the product is available, the item's price and what the price includes (delivery, installation, etc.). The offeror will indicate within their response the amount of discount to be applied to each item to arrive at the individual AEPA state agency price. Within the terms of this IFB, different manufacturers/products can have different discounts as long as the discounts are clearly stated within the offeror's response. If a price list or MSRP is not available, then the offeror must utilize one of the other established pricing methodologies.
 - 6.2.2.1 AEPA understands the basic cost of the product/services listed on a published price list indicates the cost of obtaining, manufacturing, and preparing the product/services to be shipped to the project site. It is also understood that the cost incurred by the AEPA vendor to deliver, store, and install the product/service to an individual project site will differ depending on the AEPA state that the project site is located and the distance from the vendor's home location. Therefore, For each of the AEPA states listed herein, provide your multiplier/factor to be applied to the base AEPA price shown on the published price list to arrive at the individual AEPA state price.
 - 6.2.2.2 Example: if the published price on the price list is \$1,000 and the AEPA discount is twenty (20%). The AEPA price would be $(\$1,000 \times .20 = \$200)$ amount of AEPA discount and $\$1,000 - \$200 =$ an AEPA price of \$800). If the vendor bid a state multiplier/factor of 1.02%, to arrive at the AEPA state price \$816 $(\$800 \times 1.02 = \$816)$
- 6.2.3 The R.S. Means Company publishes a CD Rom and books covering the areas specified in the General Terms and Conditions of this IFB. The current CD/books will be the basis for all quotes and proposals.

- 6.2.3.1 For individual construction cost items within the R.S. Means cost-book (including labor, overhead and profit) will be charged to the member for construction items. Please note that costs relating to non-construction items/assemblies (General Condition items) such as season of the year; home office costs; insurance; project management and supervision; office and storage trailers; pickup trucks, mileage, per diem, transportation/delivery; safety equipment, weather conditions, etc., must be included as part of the contractor's multiplier/factor to be applied to the RS Means cost proposal to achieve the CES cost for the project. A bid multiplier/factor of 92% indicates that the contractor will charge the Means total cost times .92 as the billable amount. A bid multiplier/factor of 102% indicates that the contractor will charge the Means Total Cost times 1.02 as the billable amount. Note the following:
- 6.2.3.2 When using the R.S. Means assembly cost items, the contractor must for each individual cost item/assembly indicate and document any of the R.S. Means special factors that are applicable, including factors affecting cost, quality of materials, productivity of labor force, size of project and location.
- 6.2.3.3 No RS Means (General Conditions Items) such as contract management/supervision, home office costs, travel, per diem, pickup trucks, office trailers, storage facilities etc, are to be included in a project's cost proposal unless it has been requested and approved by the owner.
- 6.2.3.4 Any costs associated with permits, state gross receipts and tribal taxes, performance and payment bond costs and other applicable reimbursable cost approved in advance by the owner will appear as separate line items on the contractor's quote/proposal.
- 6.2.3.5 As noted above the most recent edition of the RS. Means will be utilized and this will adjust for inflation, material cost and labor rates effective January 1 of each year
- 6.2.3.6 The contractor's RS Means bid factor/multiplier will be adjusted on the vendor's contract anniversary date by applying the escalation/de-escalation as measured by the Construction Cost Index (CCI) published in the ENR (formerly known as Engineering News and Record).
- 6.2.3.7 If there are goods and services provided under this contract that are not covered by R.S. Means, then the cost of these items will be calculated by utilizing one of the other costing methodologies defined herein.
- 6.2.4 Alternative costing methodology: Any items not covered by R.S. Means and/or published price list/catalog, The price will be obtained by issuing, receiving and evaluating three (3) written quotes which shall be submitted in advance and approved by the owner prior to being included into any final contract documents. AEPA and its members reserve the right to

accept or reject any quote or proposal including such items and may obtain these items through other procurement means (other existing contracts). The AEPA price will be determined by utilizing two percentages.

6.2.4.1 Based on the most advantages and cost effective quote received by the contractor. The contractor will apply its normal and customary overhead and profit percentage to the total cost submitted by the subcontractor and add that amount to obtain the normal and customary retail price. (item cost multiplied by percent for overhead/profit equals amount of profit and overhead to be add to item cost equal retail price).

6.2.4.2 Taking the normal and customary retail price as established in item 1 above the contractor will apply the AEPA discount percentage and subtract this amount from the normal and customary retail price to obtain the AEPA price. (item retail price multiplied by percent of AEPA Discount equals amount of discount to be subtracted to obtain AEPA price).

6.2.5 If products or services are required as part of the performance under this contract that can only be obtained and/or manufactured from a single source and fall under the sole source provision that is found within must states procurement codes. The contractor must provide the owner with the necessary documentation to substantiate the purchasing method as sole source.

6.2.6 Cost evaluation will be based on a point system with points being awarded for being low to high bidder for each cost evaluation item, that is, contractor, discount off R.S. Means, overhead and profit percentage markup, mileage charge, per diem rate, travel time, etc. If an offeror leaves out an item that is required, CES will allot zero (0) points to that item, and if awarded a contract, cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated as follows:

(Lowest Bid / Other bid) x point value

6.2.7 Cost Evaluation Information (Form G) - The following factors will be used to evaluate and award this solicitation. Please note that these are only a few items selected to do the cost evaluation. The offeror must provide all of the necessary pricing information required herein.

6.2.7.1 General Cost Items.

6.2.7.1.1 Performance and Payment Bond Costs – This represents the cost the vendor incurs to provide a performance and payment bond to the member for an individual project when it is required. The offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).

- 6.2.7.1.2 Bonding Capacity – This represents the offeror’s maximum level of bonds that it can obtain at any one time. Offeror is to indicate its bonding capacity and provide documentation from a security company to substantiate the amount indicated.
- 6.2.7.1.3 Offeror’s Bid factor/multiplier off R. S. Means costing of products and services relating to construction projects during Normal Hours (Monday through Friday 7:30 am to 4:30 pm) and not covered by other costing methods. Normal Time
- 6.2.7.1.4 Offeror’s Bid factor/multiplier off R. S. Means costing of products and services relating to construction projects Outside Normal Hours (Monday through Friday 4:30 pm to 7:30 am, Saturday and Sunday) and not covered by other costing methods. Normal Time
- 6.2.7.1.5 Alternative Method of Costing – percentage of overhead and profit. This method includes custom manufactured items, items not covered by other RS Means or sole source items. Offeror is to indicate the percent of overhead and/or markup to be applied to these costs to obtain the retail cost. Example: Item cost \$1,000 multiplied by percent of profit/overhead 20% equal \$200 for overhead and profit. Item cost \$1,000 plus overhead and profit of \$200 equal a retail price of \$1,000. Note this percentage has no relationship to the R. S. Means costing method indicated above.
- 6.2.7.1.6 Alternative Method of Costing - percentage of AEPA Discount to obtain AEPA Price. (item retail price multiplied by percent of AEPA discount equals amount of discount to be subtracted from retail price to obtain AEPA price. Example: Item retail cost \$1,200 multiplied by percent of 10% AEPA discount equal discount of \$120. Retail cost \$1,200 less the AEPA discount \$120 equal the AEPA price of \$1,080. Note this percentage has no relationship to the percentage of discount of manufacturer’s/suppliers price sheets or catalogs indicated below.
- 6.2.7.1.7 Discounts Provided on Price List and Catalogs – This represents the average discount provided by the offeror on stated prices. Note different product lines and/or category of products on published price sheets may be offered at different discount percentages. If different discount percentages are offered, AEPA will calculate an average percentage for evaluation purposes.
- 6.2.7.1.8 Provide for each of the AEPA states list, your multiplier/factor to be applied to the AEPA price calculated from the published price list to arrive at the individual AEPA state price.

- 6.2.7.1.9 Offeror's Support for AEPA Pricing – This is the percent of difference between what the offeror's price to AEPA and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's AEPA price is \$100, the offeror's direct price to AEPA members is \$103. The difference is 3% percent.
- 6.2.7.1.10 A number of individual items have been selected for evaluation purposes. Offeror must indicate for each of the items what their cost would be to provide and install each of the items listed in each of the twenty-two states.