

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**INTERFACE AMERICAS INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1503 Orchard Hill Road, LaGrange, GA 30240.

**WHEREAS**, SBBC desires to obtain goods and services from various vendors to provide flooring materials, related supplies and services; and

**WHEREAS**, VENDOR is currently under contract (the "Interface/Sourcewell Contract") to provide flooring materials, related supplies and services with "Sourcewell," a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to its members and offers participation by all levels of government, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada; and

**WHEREAS**, pursuant to Rule 6A.1.012(6), Florida Administrative Code and School Board Purchasing Policy 3320, SBBC desires to utilize the "Interface/Sourcewell Contract dated October 9, 2019 and awarded pursuant to RFP #080819 to procure flooring material, related supplies and services; and

**WHEREAS**, VENDOR agrees to provide flooring material, related supplies and services to SBBC at or below the same cost as the Interface/Sourcewell Contract;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on the date of its approval by SBBC and conclude on October 11, 2023.

2.02 **Documents.**

2.02.01 The Contract Documents of this Agreement consist of the following documents. In the event of a conflict between documents, the priority of the documents shall be as follows:

- First: This Agreement;
- Second: The Interface/Sourcwell Contract;
- Third: Addendum No. 7;
- Fourth: Addendum No. 6;
- Fifth: Addendum No. 5;
- Sixth: Addendum No. 4;
- Seventh: Addendum No. 3;
- Eighth: Addendum No. 2;
- Ninth: Addendum No. 1;
- Tenth: RFP #080819 Flooring Materials with Related Supplies and Services; and
- Eleventh: Responses to the RPF #080819 by VENDOR.

2.02.02 Any and all references to “Sourcwell” in the Interface/Sourcwell Contract shall be replaced with “The School Board of Broward County, Florida.” The Interface/Sourcwell Contract, inclusive of Addenda 1 through 7, the RFP and the Response to RFP, is attached hereto and incorporated herein as **Exhibit “A.”**

2.02.03 Any and all references to policies of Sourcwell shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Sourcwell Contract, Addenda 1 through 7, the RFP and the Response to RFP. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services.** Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of RFP #080819 awarded to VENDOR by Sourcwell. Goods and services include the purchase and/or installation of flooring materials with related supplies and services at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Sourcewell Contract, Addenda 1 through 7, the RFP and the Response to RFP.

2.04 **Pricing.** SBBC shall pay VENDOR for goods and services rendered under this Agreement at or below pricing contained within VENDOR's response to RFP #080819, and the terms, conditions, and specification of RFP #080819 set forth in the Interface/Sourcewell Contract.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in RFP #080819. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of RFP #080819 set forth in the Interface/Sourcewell Contract

2.06 **Invoices:** Delivery copies, packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with this contract and expedite the use of material. Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

- A. Purchase Order number
- B. Complete description of the items
- C. Itemized list prices
- D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: **Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301**

With a Copy to: **Director, Physical Plant Operations  
The School Board of Broward County, Florida  
3810 NW 10th Avenue  
Fort Lauderdale, FL 33309**

To VENDOR: **Sharon Johnson  
Interface Americas Inc.  
1503 Orchard Hill Road  
LaGrange, GA 30240**

2.09 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR:** VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with

EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 Travel. In County travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.



3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC**

(Corporate Seal)

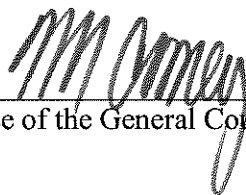
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR**

(Corporate Seal)

**INTERFACE AMERICAS INC.**

ATTEST:

Teresa Johnston  
\_\_\_\_\_, Secretary  
-or-

By *Natalie Poteran*  
\_\_\_\_\_  
Natalie Poteran, Interface VP of Finance

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF GEORGIA

COUNTY OF TROUP

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2020 by Natalie Poteran of Interface Americas, Inc., on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me ~~or produced~~ \_\_\_\_\_ as \_\_\_\_\_  
Type of Identification  
identification and did/did not first take an oath.

My Commission Expires: December 17, 2020

*Sharon Johnson*  
\_\_\_\_\_  
Signature – Notary Public

Sharon Johnson  
\_\_\_\_\_  
Printed Name of Notary

W-00305187  
\_\_\_\_\_  
Notary's Commission No.

(SEAL)



# EXHIBIT "A"



**RFP #080819**  
**REQUEST FOR PROPOSALS**  
**for**  
**Flooring Materials, with Related Supplies and Services**

**Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>August 8, 2019, 4:30 p.m., Central Time</b> Late responses will not be considered.
<b>Opening:</b>	August 8, 2019, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL AND MEMBERS

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

*For Canadian entities:* This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).



## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
  - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
  - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
  - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
  - a. Indoor/outdoor athletic, recreational or sport surfaces; and
  - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
  - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.



#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

**Answer 1:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

**Question 2:**

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

**Answer 2:** It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

**Answer 1:** Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

**Question 2:**

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

**Answer 2:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would we be allowed to add additional products even after the contract has been awarded?

**Answer 1:** Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.





7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

What is required if a proposer elects to propose a product that deviates from industry standard?

**Answer 1:**

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

**Question 2:**

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

**Answer 2:**

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

**Question 3:**

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?

**Answer 3:**

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Is this contract inclusive of supplying to Canada, or is it optional?

**Answer 5:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

**Question 6:**

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

**Answer 6:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

**Question 7:**

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

**Answer 7:**

A request for modification to the Sourcwell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcwell, with the award notification.

**Question 8:**

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

**Answer 8:**

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

**Question 9:**

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

**Answer 9:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcwell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

**Answer 10:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcwell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcwell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 11:** Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

**Answer 11:**

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcwell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

**Answer 1:**

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.



**Solicitation Number: RFP#080819**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Interface Americas Inc.**, 1503 Orchard Hill Road, LaGrange, GA 30240 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment Products and Services furnished are free from liens and encumbrances and are covered by Vendor's standard limited product warranty in effected at the time of Sourcewell's or its Member's purchase order. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

When providing pricing quotes to Members all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment Products and Services that are operational for their intended purpose and includes all costs to the Member's requested delivery location. Notwithstanding the foregoing the purchase prices of the Equipment Products or Services sold hereunder are materials only Ex Works place of manufacture (Incoterms 2010) and include standard packaging. Other costs pre-paid by Vendor on a Member's behalf including but not limited to applicable federal state and local sales use excise ad valorem and other taxes duties and fees freight and insurance will be listed on quotes and also invoices as separate line items.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members subject to Vendor's Cancellation and Return Policy included in Attachment A. Members reserve the right to inspect

the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.



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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

Notwithstanding anything to the contrary the following terms shall apply to all such purchase orders:

- Subject to approval by Vendor's credit department.
- In the event such approval is not received terms of payment for sales to Member are cash before delivery. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required InterfaceSERVICES and local dealers may invoice separately for the flooring materials.

- Member's orders for Products or Services are subject to acceptance by Vendor at its office as Vendor may hereafter designate. Vendor will confirm its acceptance by issuing a written confirmation or order acknowledgment. Any change to or cancellation of any order must be approved in advance by Vendor.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** Vendor may be requested by Members to provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell the Vendor will pay an administrative fee equal to two percent (2%) to Sourcewell on all Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total invoiced sales (net of returns or refunds including rejections and cancellations) of all Equipment and Products purchased by Members under this Contract during the prior calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date or otherwise at the Contract's expiration the administrative fee payment will be due no more than forty-five (45) days from later of the cancellation date or completion of the final acknowledged Order.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out

of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **14. INTELLECTUAL PROPERTY**

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

## **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members related to this Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, and only to the extent applicable, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.



Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 10/8/2019 | 3:41 PM CDT

Interface Americas Inc.  
DocuSigned by:  
By: Natalie Poteran  
145C81ACBC87403...  
Natalie Poteran  
Title: VP of Finance  
Date: 10/9/2019 | 8:01 AM CDT

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 10/8/2019 | 3:21 PM CDT

# RFP#080819 - Flooring Materials with Related Supplies and Services

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## Vendor Details

Company Name: Interface Americas, Inc.  
1503 Orchard Hill Road  
Address: LaGrange, GA 30240  
Contact: Sharon Johnson  
Email: Contracts.Group@Interface.com  
Phone: 706-812-6356  
HST#: 582132517

## Submission Details

Created On: Friday June 14, 2019 14:19:25  
Submitted On: Thursday August 08, 2019 14:17:26  
Submitted By: Sharon Johnson  
Email: Contracts.Group@Interface.com  
Transaction #: 1ec39d0a-02d8-4792-8736-b77bfd72fa38  
Submitter's IP Address: 204.238.192.32

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Interface Americas, Inc. (and its subsidiaries)
2	Proposer Address:	1503 Orchard Hill Road LaGrange, GA 30240
3	Proposer website address:	www.interface.com/US/en-US/homepage
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Natalie Poteran, VP of Finance 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Johnson, Contract Procurement Manager 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Sharon.Johnson@Interface.com; Contracts.Group@Interface.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Teresa Johnston, Contract Procurement Administrator 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6283 E: Teresa.Johnston@Interface.com; Contracts.Group@Interface.com

### Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Interface has been in business for 46 years. Founded in 1973, by Ray C Anderson, Interface was the first U.S. manufacturer of modular carpet tile. Our journey started in 1994 with a bold vision, Mission Zero™ – towards a business focused on sustainability, using a cyclical model mimicking nature. By 2020 we're aiming to be at zero negative impact with our products, factories, and suppliers; we're getting close and proving it's possible.</p> <p>Currently, all of our manufacturing facilities operate on 100% renewable electricity, and all factories are independently audited on an annual basis on their progress toward zero emissions, zero process water usage, zero non-renewable energy usage, zero waste to landfill, zero non-renewable raw materials, and zero use of chemicals of concern. In alignment with Mission Zero,™ all products sold by Interface globally are third-party verified Carbon Neutral. Mission Zero™ has been called one of the most ambitious sustainability plans in history. After decades of hard work, Interface is poised to reach our Mission Zero® goals by 2020. We are compelled to take on an even more audacious goal, the next powerful step in our journey: Our new mission, Climate Take Back™, is our commitment to running our business in a way that creates a climate fit for life. We are not talking about emitting less carbon or lowering our footprint; we are talking about going a step further – to REVERSE global warming.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Interface is the worldwide leader in design, production, and sale of Carbon Neutral environmentally-responsible modular flooring and an expert in provided installation and flooring recycling services.</p> <p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. Interface modular carpet products are premium quality from top to bottom. Our innovative backing systems set the industry standard for modular performance and recycled content while our carpet fibers are premium branded, 100% solution-dyed, post-consumer Type 6, and 6,6 Nylon. Interface Luxury Vinyl Tile (LVT) offers the durability and performance expected from our brand, is compatible with our carpet tile module sizes with no transition strips required and is fully recycled along with our carpet tile at the end of life through our ReEntry® system. nora by Interface rubber floor covering is a powerhouse combination of sustainable quality and outstanding functionality. Pressed under high pressure, the tiles possess a thick, dense, non-porous surface. This makes them extremely resistant to wear and supports fast and easy cleaning.</p> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team that gets to know your business to truly understand how best to manage your projects from inception to completion. Through our ReEntry® program, Interface reclaims used carpet tile and LVT and ensures that nothing ends up in a landfill.</p>

9	What are your company's expectations in the event of an award?	Interface expects to have the opportunity to offer and sell its flooring products and related services to Sourcewell members throughout the United States. We also understand that while a Sourcewell contract would provide the opportunity to do business with Sourcewell members, Interface must compete with other vendors to win its share of the market.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Interface is a large publicly traded corporation on the NASDAQ exchange under the symbol, "TILE." Interface has grown into a billion-dollar corporation, named by Fortune as one of the "Most Admired Companies in America" and the "100 Best Companies to Work For." A copy of our 2018 Annual Report has been provided as an attachment.
11	What is your US market share for the solutions that you are proposing?	Capitalizing on our acquisition of nora, as well as our leadership in the modular carpet market for the corporate office segment, we are executing a market diversification strategy to increase our presence and market share for modular flooring in non-corporate office market segments, such as government, education, healthcare, hospitality, and retail space. As a result of our efforts, our mix of corporate office versus non-corporate office modular carpet and LVT sales in the Americas was 45% and 55%, respectively, for 2018. Company-wide, our mix of corporate office versus non-corporate office modular carpet and LVT sales was 60% and 40%, respectively, in 2018. We believe the appeal and utilization of modular carpet are growing in non-corporate office market segments, and we are using our considerable skills and experience with designing, producing and marketing modular products that make us the market leader in the corporate office segment to support and facilitate our penetration into these segments around the world. Rubber is already an attractive product for non-corporate applications, and the acquisition of nora will continue to allow for growth of non-corporate office markets.
12	What is your Canadian market share, if any?	Our sales in the Canadian market accounted for 8% of our 2018 Americas sales.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Interface has not been involved any present or past litigation, bankruptcy or reorganization.
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. We currently have hundreds of Interface employed sales representatives who interact with end-use customers as well as dealer/contractors located across the United States.</p> <p>Our business model incorporates the following methods to support product and services under the Sourcewell agreement:</p> <ul style="list-style-type: none"> <li>• Our preferred "One Point of Contact" method, we promote InterfaceSERVICES to manage your projects. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team of Interface employed personnel highly trained in managing your projects from inception to completion.</li> <li>• Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business, regular installer summits to share best practices and training to keep them up to date on the latest trends in the</li> </ul>



15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Interface Americas, Inc. is certified to ISO 9001, which is a Quality Management Systems standard and ISO 14001, which is an Environmental Management System. Interface Americas has an active Quality Control department that ensures compliance with all applicable labor laws state and federal regulations concerning the manufacturing of our products.</p> <p>The Interface® leadership team brings together a broad range of backgrounds and a diversity of perspectives to lead and inspire innovation, collaboration, and a shared commitment to create value for Interface's key stakeholders including its customers, employees, investors, and the environment.</p> <p>Interface is an Equal Opportunity Employer and Affirmative Action Employer of Females, Minorities, Veterans, and Disabled. We are dedicated to ensuring that all decisions regarding terms, conditions, and privileges of employment are made by our principles of equal opportunity. Interface supports fundamental human rights for all people and is committed to complying with employment laws in every country in which it operates. Our EEO guidelines are publicly available at <a href="http://www.interface.com/US/en-US/about/careers/Equal-Opportunity-Employment-en_US">www.interface.com/US/en-US/about/careers/Equal-Opportunity-Employment-en_US</a></p> <p>Interface engages in honest and ethical conduct to comply with applicable governmental laws, rules, and regulations. The Interface Code of Business Conduct and Ethics can be found at the following link: <a href="https://investors.interface.com/corporate-governance/governance-documents/default.aspx">https://investors.interface.com/corporate-governance/governance-documents/default.aspx</a>. We expect our suppliers and dealer partners to share this commitment as well. In this spirit, we have established this Supplier Code of Conduct (the "Code") to define the key expectations and standards we have regarding the conduct and operations of our suppliers and 3rd party service providers. Suppliers must comply with all applicable governmental laws, rules, and regulations. This includes, but is not limited to, applicable laws, rules, and regulations relating to environmental protection, anti-corruption, antitrust, fair competition, fair trade practices, employment and labor practices, and occupational health and safety. Without limiting the foregoing, Suppliers must comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other comparable laws, as applicable to their operations. The Code is meant to act as a reference during our selection and retention of suppliers that provide goods or services supporting our operations and customers worldwide.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None. No debarment or suspension actions have been taken against Interface.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategories that best describe Interface products and services may include.</p> <ul style="list-style-type: none"> <li>• Carbon Neutral environmentally-responsible modular flooring</li> <li>• Agreement held turn-key solution provider</li> </ul>

## Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2018 Awards</p> <ul style="list-style-type: none"> <li>• Interior Design HIP Award, Best Workplace Flooring (Hard Surface), Drawn Lines</li> <li>• Buildings' Product Innovations Merit Award (2nd place), Drawn Lines</li> <li>• 2018 FCW GreenStep Product Award, Proof Positive</li> <li>• Interiors &amp; Sources Readers' Choice Award for Flooring (3rd) for Boundary Metallic</li> <li>• Hospitality Design Awards Flooring Category Finalist for Level Set Collection</li> <li>• Interior Design HIP Awards, Best Workplace Flooring (Hard Surface) – Drawn Lines</li> </ul> <p>2017 Awards:</p> <ul style="list-style-type: none"> <li>• Jones Lang LaSalle (JLL) Award - Supplier of the Year</li> <li>• Bain &amp; Co's Top 100 Most Transparent &amp; Trustworthy Companies</li> <li>• Edie's Sustainable Business of the Year Award for • Climate Take Back Sustainability Program</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in • Sustainability (ranked in the top 3 since 2004)</li> <li>• Ethical Corporation Responsible Business Award in the Best Business category</li> <li>• U.S. Secretary of State's Award for Corporate</li> <li>• Excellence (ACE) in Sustainable Oceans Management</li> <li>• ENDS Environmental Impact Award - Organization of the Year</li> <li>• Guardian Sustainable Business Award with Net-Works™</li> <li>• Interior Design HIP Award, Best Workplace Flooring; Rising Star; Best Seller</li> <li>• Floor Focus Top 250 Design Survey - Green Kudos; Green Leader Awards</li> <li>• #1 Flooring (Contract Magazine 2017 Brand Report)</li> <li>• #1 Most Environmentally Sustainable Products and Culture (Contract Magazine 2017 Brand Report)</li> <li>• #2 Best Modular Carpet (Contract Magazine 2017 Brand Report)</li> <li>• #5 Top Brands That Inspire You to Create Your Commercial Design Solutions</li> </ul> <p>2016 Awards:</p> <ul style="list-style-type: none"> <li>• Ethical Corporation Responsible Business Award in the Best Business category</li> <li>• Ethical Corporation Responsible Business Award - CEO of the Year Award, Dan Hendrix</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability (ranked in the top 3 since 2004)</li> </ul> <p>2015 Awards:</p> <ul style="list-style-type: none"> <li>• FLOOR Focus Magazine's 2015 Top 250 Design Survey: #1 in SERVICE; QUALITY; DESIGN; PERFORMANCE; and GREEN LEADERSHIP</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability</li> <li>• Bain &amp; Co's Top 100 Most Transparent &amp; Trustworthy Companies in 2015</li> <li>• Campaign Champion Award from EarthShare</li> <li>• Guardian Sustainable Business Award with Net-Works™</li> <li>• Highly commended in the "creating a better environment category" at the Tv/e</li> <li>• Global Sustainability Film Awards (for our Net-Works film)</li> <li>• Interface and ZSL won the on the Guardian Sustainable Business Award for "Collaboration" with Net-Works</li> <li>• Net-Works partnership won Gold in the category of the Best Community Program Award at the Global CSR Summit &amp; Awards</li> </ul> <p>2014 Awards:</p> <ul style="list-style-type: none"> <li>• European Business Award for the Environment</li> <li>• Ethical Corporation: Best Business/NGO Partnership (Net-Works)</li> <li>• Golden Arrow Award for Excellence in Product Stewardship, California Product Stewardship Council</li> <li>• Gold Award for Best Community Program</li> <li>• International Green Industry Hall of Fame Inductee</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability</li> <li>• SEA Sustainable Entrepreneurship Award for "best project" for Net-Works</li> <li>• Ethical Corporation Responsible Business Award in the Best Business-NGO Partnership category</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three	Over the past 3 years, an average of 10% of our sales has been to the government sector.
20	What percentage of your sales are to the education sector in the past three years	Over the past 3 years, an average of 20% of our sales has been to the education sector.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface's experience with state and education contracts is extensive. We continue to maintain cooperative agreements with Sourcewell, BuyBoard, and E&I. Our state and education contract sales continue to grow year over year, with over twenty-six million in sales for 2018 within the public money market segments.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface has held a Federal GSA contract for over thirty-five years. Our GSA Contract (GS03F056AA) generates over one million in annual sales each year.

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Penn State University	Richard Fitzgerald	814-865-1402
Wilson Education	Pam Clover	(812) 256-8000
Pinellas County Schools	Christopher Mano	727-638-2668

**Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Florida	Government	Florida - FL	Interface Brand Flooring and Installation	Over 200,000 sq. yds each year	Annual sales over 2 million
University of California	Education	California - CA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over 1 million
Penn State University	Education	Pennsylvania - PA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over \$900,000.00
University of GA	Education	Georgia - GA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over \$800,000.00
New Mexico State University	Education	New Mexico - NM	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over \$900,000.00

**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *
25	Sales force.	An important component of our competitive position is the quality of our management team and its commitment to developing and maintaining an engaged and accountable workforce. We utilize an internal marketing and sales force of more than 950 experienced personnel, stationed at over 90 locations in over 30 countries. Our Americas marketing and sales force are comprised of over 350 team members to market our products and services in person to our United States customers.
26	Dealer network or other distribution methods.	Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc.  Other distribution methods include our local 3rd party dealer partners. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement.  For small jobs where the member may have an internal department capable of installing flooring material themselves, buying product only direct from the manufacturer is an option.
27	Service force.	We assure Sourcwell that your members will be serviced to the highest level of attention and responsiveness. We have 40+ in-house and field service team members with many talents and areas of expertise from design concepts, turn-key installation through our subsidiary InterfaceSERVICES to recycling your old carpet through our ReEntry program. Warranty and maintenance manuals can be provided, and on-site training is available.

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We successfully employ the following purchasing and installation models for our contract members.</p> <p>1) MANUFACTURER - ONE POINT OF CONTACT: Under the interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Mr. Barry Ryskamp will be the primary point of contact for the Sourcewell members with a highly skilled staff operating under his direction. The members purchase order must be issued to InterfaceSERVICES at the address noted below</p> <p>Interface Americas, Inc. dba InterfaceSERVICES, Inc.  106 Northpoint Parkway, Suite 300, Acworth, GA 30102  T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127</p> <p>Monday through Friday from 8:00 am to 6:00pm EST. The local Interface Account Executive is the primary point of contact and is available a 24hrs.</p> <p>Standard Product Production Lead Time</p> <ul style="list-style-type: none"> <li>• Modular carpet tile (4 – 6 weeks)</li> <li>• LVT (4 – 6 weeks)</li> <li>• Rubber Flooring (4 – 6 weeks) (12 – 16 weeks for Made to Order)</li> </ul> <p>2) LOCAL DEALERS - DEALER ASSISTED PURCHASING: This route to market is through a network of independent dealer who carries out local delivery procedures and installation. These dealer partners and distributors are responsible for handling the project take-offs, placing the carpet material order to Interface, coordinating shipment to the job site with the customer, scheduling installation with the customer and any costs associated with these items; and the labor installation costs and labor warranty. Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement.</p> <p>3) MANUFACTURER - MATERIAL SOURCE: Members planning the installation of small projects inhouse and Local Dealers will purchase material only direct from the mill as their material source point of contact.</p> <p>Interface Modular Carpet and LVT Material Source: Interface Americas, Inc.  1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com</p> <p>Interface Rubber Flooring Material Source: nora by Interface  9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Interface will support all geographic areas of the United States.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Interface is not aware of any restrictions that would prohibit our ability to service any market segments or Sourcewell members.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. Interface is not aware of any restrictions that would prohibit our ability to service these geographical areas.

**Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Interface Americas, Inc. is pleased to be considered for a possible contractual relationship with the Sourcewell. "Market Segmentation" is the sales strategy of our corporation, and in accordance with that strategy, we have Interface sales representatives in each state willing to pursue the governmental, education and nonprofit members of Sourcewell.</p> <p>Our sales support will engage in relationships with the Sourcewell members providing useful information, marketing tools about our products, and introducing the inherent benefits of the Sourcewell contract.</p> <p>Our sales executives have worked for many years to create extensive relationships with the architectural design community. Interface will work as a team to continue and build those relationships within the architectural firms in each state that specialize in the government and education arena and help them to understand the value of specifying the Sourcewell contract products.</p> <p>We intend to participate in various Sourcewell conferences and exhibits to help expose the Sourcewell contract products to your members. Interface has a dedicated marketing department and on-line tools which will provide for easy access to carpet samples and specifications by the Sourcewell members. As soon as the news of the Sourcewell award is received, Interface will launch a multiple touch email campaign to all Sourcewell members in order to make them aware of the unique benefits of the Interface flooring solutions. A sample of K-12 brochure has been provided.</p> <p>Our web site can be found at <a href="http://www.Interface.com">www.Interface.com</a>. The website is a searchable online library of all products available on the Sourcewell contract. Here, customers can find out who we are as a company, high-level information about our products, market segment information, how to contact us and the practices that have put us on the road to being a sustainable company.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Go to following brand-focused website: <a href="http://www.interface.com">www.interface.com</a>                      These websites give you access to the following:</p> <ul style="list-style-type: none"> <li>• Online product catalog: Preview our vast patterns, collections, colors</li> <li>• Order Samples</li> <li>• Product Specifications</li> <li>• Source Reports</li> <li>• Installation and Maintenance Guidelines</li> <li>• Create Colors, our design tool that allows you to see our product patterns and colors in various room settings.</li> <li>• Tile Configurator™, our virtual design feature which allows you to create custom surface solutions to mix and match our beautiful tile products in an array of sizes and configurations for a truly modular, multi-functional magnificent space.</li> <li>• Sustainability information and data</li> <li>• About our Company / Contact Us</li> </ul>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewells opportunity to market nationally with a unified contract message should continue to increase contracts arising from this RFP along with Sourcewells' continued guidance and encouragement of vendor relationship with an insight of the best way to support and serve their members.</p> <p>Interface will distribute the Sourcewell pricing and pricing strategy through email to our sales force individually providing the information to each representative. Further, Interface publishes and inhouse newsletter called, "The Sales Playbook." This is published every month and will give us the opportunity to describe the product and pricing strategy for the Sourcewell contract. Finally, interface also has an Internal Facebook called Workplace. All Interface sales associates have access to Workplace, and information, as well as the ability to ask and answer questions, is resident there.</p>
35	Are your products or services available through e-procurement system and how government	<p>At this time, Interface does not offer e-procurement ordering platforms for product or services.</p>

**Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Interface is a carpet manufacturer but can offer training and instructions manuals on proper installation and maintenance practices. Upon request, Interface can provide in-house maintenance training that includes a detailed explanation of our maintenance recommendations, review of current equipment and chemicals, walk-through of the facility pointing out areas of concern, and if needed, a live demonstration of the proper use of the maintenance equipment. We can accommodate any special request the client has including multiple training sessions for off-shift employees.</p> <p>Although we cannot offer a maintenance service program, our approved installers may have a solution. By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment.</p> <p>Contact for maintenance instructions and training are as follows:</p> <ul style="list-style-type: none"> <li>• Mark French, Director of Maintenance Services Tel: (706) 302-1174</li> </ul>
37	Describe any technological advances that your proposed products or services offer.	<p>Interface is a company that was born out of innovation. Our introduction of modular carpet tiles completely transformed the flooring industry. Interface Carbon Neutral flooring products can be considered advanced in the sense that they have the highest percentage of recycled content among flooring products offered in the industry.</p> <p>All Interface Modular Carpet tiles and Modular Resilient Flooring (LVT) – planks, skinny planks and squares – are based on a 25cm increment, working together as components to create a floor. This modularity allows for endless options, without the use of transition strips. Planks or squares, our tiles all work together in this fully integrated system. i2® is undoubtedly one of our smartest and simplest innovation yet. Our i2 non-direction modular carpet tile, inspired by the principles of biomimicry, incorporate mergeable,™ meaning that tiles from different dye lots work together no matter when they're purchased or installed.</p> <p>With our invention of TacTiles, our modular flooring construction allows for a glue-free installation. TacTiles® is the proven and recommended glue-free installation system for our modular carpet tiles worldwide. We developed TacTiles® connectors as a faster, cleaner, more earth-friendly alternative to traditional carpet adhesives. They are easy to use and eliminate the mess, odor, and drying time of spread adhesives. They also provide greater flexibility for installation and selective replacement.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Interface is the worldwide leader in the design, production, and sale of Carbon Neutral responsible modular flooring. As one of our company "green" initiatives, all of our manufacturing facilities operate on 100% renewable electricity. We have reduced our direct (Scope 1 and 2) greenhouse gas emissions by 96% since 1996 through radically increasing the efficiency of our factories and switching to 88% renewable energy.</p> <p>Additionally, we have made investments in high-value carbon offsets such as wind farms and reforestation to offset the full-lifecycle emissions of our business. With these investments, our company achieved carbon neutrality in 2018.</p> <p>Recognizing we can do more to evolve our business, in September 2018, Interface pledged to become carbon negative by 2040, which supports our Climate Take Back™ mission. We will achieve this through innovating continuously with sustainable materials across our supply chain, supporting ecosystem restoration, and implementing new technologies. We'll continue to invest in research and development to manufacture our products with more carbon sequestering materials and seek to operate our factories as nature would, allowing them to make a positive impact on their local ecosystems. By making this bold pledge be carbon negative, we hope to inspire businesses to join us in building a world that is restorative to the planet and creates a climate fit for life.</p> <p>Interface remains actively involved in a leadership role with many organizations. As one of the earliest corporate adopters of sustainability, Interface was one of the first corporate partners of many sustainability efforts including EPA Climate Leaders (now defunct), EPA Green Power Partnership, EPA Smartway, USGBC, Global Reporting Initiative, WBCSD, and numerous other NGO-driven partnerships.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Interface Modular Carpets are certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• NSF 140 – Sustainable Carpet Assessment Standard</li> <li>• EPD (Environmental Product Declaration)</li> <li>• International Living Future Institute: Declare program</li> <li>• GreenCircle Certified</li> <li>• CRI Green Label Plus</li> <li>• Health Product Declaration (HPD)</li> <li>• Carbon Neutral Floors™</li> <li>•</li> </ul> <p>Interface LVT are certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• FloorScore® Certification</li> <li>• NSF 332 – Sustainability Assessment for Resilient Floor Coverings</li> <li>• EPD (Environmental Product Declaration)</li> <li>• Carbon Neutral Floors™</li> </ul> <p>Interface nora® rubber flooring is certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• Cradle to Cradle Certified™</li> <li>• GREENGUARD Gold</li> <li>• Environmental Product Declaration (EPD)</li> <li>• Health Product Declaration (HPD);</li> <li>• Global Green Tag</li> <li>• Carbon Neutral Floors™</li> </ul>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a large corporation, Interface maintains a Small Business Subcontracting Plan under the auspices of the Small Business Administration. As such, Interface is committed to defined percentages of its business being dedicated to small business. Through our Diversity Connect™ program, we have developed innovative supplier diversity solutions for its customers while increasing business opportunities for minority-owned, women-owned, and veteran-owned businesses (SMWBE). Doing so not only allows us to deliver the best products at the highest value but also helps us grow businesses reflective of the customers and communities that use our products. Diverse Supplier Criteria: Suppliers interested in doing business through the Diversity Connect program must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Must be certified or a member of the following organizations: National Minority Supplier Development Council (NMSDC); Women's Business Enterprise National Council (WBENC); Small Business Administration 8(a) (SBA).</li> <li>• At least 51% of the company's assets or interests must be owned, operated and controlled by a woman or one of the following ethnic minority groups: African American; Asian-Indian; Asian-Pacific; Hispanic or Native American.</li> <li>• Must be a U.S. citizen.</li> <li>• Review of financial statements.</li> <li>• Must conduct a site visit.</li> </ul> <p>Interface firmly believes that our success as a leader in the commercial carpet industry and as a corporate role model in our global and local communities is closely tied to our relationships with our business partners. Diversity Connect is integral to our mission. Interface, Inc. (our parent company) is leveraging its corporate membership in the National Minority Supplier Diversity Council (NMSDC), to further grow and expand supplier diversity initiatives on a local and national level. Interface has reached out to numerous minority dealers across the country to create mutually beneficial networks for both our customers and business partners.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Interface offers a unique and valuable resource with concept design services, turnkey project management, and flooring reclamation. Our team has many value-added services to help with all of your flooring needs.</p> <p>Services Offered:</p> <ul style="list-style-type: none"> <li>• Design Consultation – phone or field consultation with concept designer</li> <li>• Turnkey – finish plan and rendered plan, estimates, carpet and LVT, material and labor quotes, phasing schedules and installation diagrams</li> <li>• Design Service – 5 to 7 day turnaround Solution Providers – provide finish plan options</li> <li>• Product/Color suggestions</li> <li>• Multiple Locations – provide a consistent design and installation service</li> <li>• Construction Documents – provide DXF file to the customer</li> <li>• Technical Support – partner with installation teams to assure accurate installation</li> </ul> <ul style="list-style-type: none"> <li>• Turnkey project management.</li> </ul> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We dedicate a team that gets to know your business to truly understand how best to manage your projects from inception to completion.</p> <ul style="list-style-type: none"> <li>• Carpet Recycling</li> </ul> <p>ReEntry® is Interface's product end-of-life solution to keep as much flooring as possible out of landfills around the world. We will take our products as well as approved competitors' products back anywhere in the world. Interface's ReEntry program arranges for the reclamation, reuse, and recycling of our products, ensuring that no product that enters our system ends up in the landfill.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Interface has elected to not to provide and services to the Canada Sourcewell members at this time.

**Warranty**

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

Line Item	Question	Response *
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43	Do your warranties cover all products, parts, and labor?	<p>If a product fails to perform as warranted, Interface will correct the problem at no charge.</p> <p>Interface warrants its modular carpet and LVT products for up to 15 years from the date of invoice. Rubber flooring and accessories will have a site-specific wear warranty that will cover 10 years. All Interface products are warranted against excessive surface wear, edge ravel, backing separation, shrinking, stretching, and static electricity. A twenty-year warranty is offered for modular carpet when used in the classroom, corridor, and office applications in schools (K-12 and higher education). Claims Procedure - Interface's carpet must be installed using the company's installation guidelines and specifications to validate the warranty. We have a certified and trained technical support department, Customer Quality Assurance, which can respond quickly to assist with any issue or problem. See Attachment 42.</p> <p>WARRANTIES - Interface Americas, Inc. in support of the products offered in this RFP.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See Attachment 42. WARRANTIES for full warranty details.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If a product fails to perform as warranted, Interface will correct the problem at no charge.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>None. All inquiries, complaints, or warranty claims should be directed to the local Interface sales primary point of contact any time of day, 24/7, 365 days/year. An immediate plan of action will be discussed with the Sourcewell members' point of contact and put in motion depending on the issue and action required. All resources available to Interface would be utilized to address the problem immediately. These resources include field service directors and technicians and local service provider, partners. If immediate action is not necessary, a Customer Quality Response Form will be completed, forwarded, and assigned to one of the Field Service Directors who will review the claim. If resolution by phone is impractical, the claim will be assigned to one of the Field Service Directors, and the Sales Representatives will arrange for an on-site meeting with the customer and the installing floor covering contractor. At that point, a recommendation for the resolution of the claim will be made and expedited.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The product manufacturers warranty will apply,



48	What are your proposed exchange and return programs and policies?	<p>Interface takes full responsibility for our error and supports our customers when their choice or products change. Below is an outline of our exchange and return policies for your review. We have included our official Order Cancellation / Return Policy as an exhibit with our proposal.</p> <p><b>Order Changes and Cancellation Policy</b></p> <ul style="list-style-type: none"> <li>- Order Changes and Cancellation Guidelines for Standard Product Ordered. In the event Customer desires to cancel any Standard product order after order confirmation or acknowledgment has been sent by the Vendor, a cancellation fee will not be imposed.</li> <li>- Order Changes and Cancellation Guidelines for Custom or Non-Standard Product Ordered. Orders for Custom and Non-Standard products cannot be changed. If the Customer desires to cancel any Custom or Non-Standard product order after order confirmation or acknowledgment has been sent by Vendor, Customer shall, at Vendor's option, be charged a cancellation fee of fifty percent (50%) of the net sales price of the order. This fee shall be due and payable to Vendor no later than thirty (30) days after cancellation of the purchase order.</li> </ul> <p>The parties agree that the damages which Vendor would incur in the event of cancellation are challenging to estimate and that the cancellation fee is a reasonable estimate of the likely costs in such activity. If Customer is unable or refuses to accept delivery of any Products, then, in addition to any applicable cancellation fee, Customer shall pay to Vendor all costs incurred by Vendor as a result of such inability or refusal to accept delivery, including without limitation, reasonable costs of shipping, storage, insurance, and handling. Notwithstanding the foregoing, Vendor reserves to its sole judgment and discretion when and under what circumstances it will approve any change to or cancellation of, any order.</p> <p><b>Interface Return Policy</b></p> <p>All Customer Accommodation Returns must be approved by the interface Sales Rep and their AVP (Area Vice President). Customers may contact their sales rep directly for approval to return material ordered incorrectly. No returns will be allowed after 90 days from date of shipment.</p> <ul style="list-style-type: none"> <li>- Return Guidelines for Standard Product Ordered in Error by Customer (Customer Accommodation Returns). Approval to return is at the discretion of the Interface RVP. If approved, Customer will be responsible for a 25% restocking fee and return freight cost. A return authorization number must be provided by Interface, in order for the material to be returned. Credit for return material will be issued based on the quality of return after inspection. Credit will not be issued for damaged products, products not labeled or identified, or products that have been installed. Interface will not accept returns of less than 50 square yards.</li> <li>- Return Guidelines for Non-Standard Product Ordered in Error by Customer (Customer Accommodation Returns). No returns are allowed for Custom and Non-Standard products.</li> <li>- Return Guidelines for Product Shipped in Error by Vendor (Mill Error Returns). Vendor approves to return material and will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned.</li> <li>- Return Guidelines for Defective Material Received (CQR Returns). Approval to return is at the discretion of the Quality Claims Dept. If approved, the vendor will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned.</li> </ul>
49	Describe any service contract options for the items included in your proposal.	<p>Interface is a flooring manufacturer. Although we cannot offer service contracts such as flooring maintenance service program, our approved installers may have a solution outside of this agreement.</p> <p>Interface offers instructions on proper installation practices and in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and cleaning agents, a walk-through of facilities and demonstrations for the proper use of the maintenance equipment. A contract is not required for these services and is free of charge to our customers.</p>

## Payment Terms and Financing Options

Line Item	Question	Response #
50	What are your payment terms (e.g., net 10, net 30)?	<p>Interface offers Net 30 payment terms. Payment for Product is expected according to the terms of the agreement, Net 30 pending credit-worthiness. If not approved for credit terms, cash on delivery will be required. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required, Interface SERVICES and local dealers may invoice separately for the flooring materials. The following terms shall apply to all such purchase orders:</p> <ul style="list-style-type: none"> <li>• Subject to approval by Vendor's credit department, based on its evaluation of Sourcewell Member's credit-worthiness in its sole discretion. In the event such approval is not received, terms of payment for sales to Sourcewell or its applicable Member are cash before delivery.</li> <li>• Any credit terms extended to Sourcewell or its applicable Member herein or otherwise agreed to by Vendor in writing are subject to the continued approval of Vendor's factor or credit department. Should Sourcewell or its applicable Member's creditworthiness deteriorate in the commercially reasonable opinion of Vendor during the Term, Vendor shall have the right to revise the credit terms as it reasonably deems appropriate upon written notice to Sourcewell or its applicable Member, including, without limitation, requiring cash before production or before shipment.</li> </ul>
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No, leasing or financing options are not available at this time.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>At interface, we want to enter, process, and ship your order as quickly, efficiently, and accurately as possible. In order to do that, we require the information listed below to be included on every purchase order we receive under all purchasing and installation models outlined in response 28 under Ability to Sell and Deliver Service Nationwide section.</p> <ul style="list-style-type: none"> <li>• COMPLETE COMPANY / INVOICING ADDRESS: Many times the product "ship-to" address is different than the address to which the invoice should be sent. It is critical that both of these addresses are included on every P.O.</li> <li>• PRODUCT NAME, COLOR NUMBER AND NAME: At Interface, we have over 400 various standard and standard option products available in over 5000 different color combinations. We even have "product families," in which 2 completely different products may share the same color name. That is why it is critical that all of the information that describes the product ordered is included on every order.</li> <li>• ITEMIZED PRODUCT QUANTITY AND PRICES: We quote all of our modular carpet prices by the square yard and our LVT and rubber flooring in square feet.</li> <li>• ENDUSER (MEMBER) AND PROJECT JOB NAME: Project "Side Marks" or "Job Names" are important for both our customers and for Interface. For our customers, it is very helpful when tracking multiple orders for the same project or tracking numerous orders of the same product for different projects</li> <li>• DELIVERY OR "SHIP-TO" ADDRESS WITH PHONE NUMBER</li> <li>• CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</li> </ul>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. A 3% fee will be added to all orders paid via a credit card

**Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-categories) and any volume discounts or rebate programs (if applicable) in the document upload section of your response.	Our Proposal pricing is established as a ceiling price by product line item. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by Sourcwell. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcwell Member. Allowable particular needs may include specific purchase volume considerations or the creation of custom programs based on the individual needs of Sourcwell Members.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our percentage discount between the MFR List and the Contract Direct Price is between 50 - 60%.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Interface's ReEntry program offers free recycling of full truckloads of all compatible vinyl-backed carpet tile regardless of brand. Addition cost reduction initiatives are harnessed through project forecasting; leveraging spend by negotiating volume discounts and utilize our Turnkey Services. In the case of large volume projects managed through InterfaceSERVICES, Interface would be willing to negotiate additional discounts on contract material pricing, which is often around 65% of the total project cost.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All new styles introduced will be made available to the Sourcwell Member under the same terms and condition of this agreement. Upon request, a Sourcwell member may request a "sourced good" from our Sales Representatives, and a formalized quote will be prepared under the same price discount structure of the proposed contract products.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Contract pricing include material cost and standard packaging only. Federal, state and local sales, use, excise, ad valorem, and other taxes, and all duties and fees imposed by any governmental authority, dealer service/project management fees and installation is not included. Freight will be prepaid and added as a separate line on the invoice.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Interface contracts with established freight carriers to procure the best freight rates available for our customers. Freight will be prepaid and added as a separate line on the invoice.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Contract product pricing include material cost and standard packaging only. Shipping to Alaska and Hawaii is available. Interface has elected to not to provide product and services to the Canada Sourcwell members at this time. Freight will be prepaid and added as a separate line on the invoice.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While Interface does not own a transportation fleet, we contract with established freight carriers to procure the best freight rates available for our customers. Interface utilizes environmentally responsible packaging that is designed, produced, and distributed to our customers in a sustainable manner, and that minimizes adverse effects on the environment. All packaging is compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. Interface packaging meets the following criteria listed below: <ul style="list-style-type: none"> <li>• Uses bulk packaging;</li> <li>• Uses reusable packaging</li> <li>• Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;</li> <li>• Maximizes recycled content and/or meets or exceeds the minimum post-U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;</li> <li>• Uses locally recyclable or certified compostable material.</li> </ul>

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Order Entry Audit Procedure</p> <p>Our large Customer Service department is divided into 9 regional teams allowing each team to build a personal relationship with their customers. All Customer Service members are trained by the Interface Contract Group on contracts opportunities within their regions and provided a copy of the members and pricing lists. Upon receipt of a purchase order, 3 audits are required prior to releasing order for shipment. Audit 1 is performed by the customer service member that received the order before the order is entered. Any missing information or discrepancies are discussed with the customer placing the order. Audit 2 is performed after the order has been entered in the Interface JD Edwards System. A daily orders received report is sent to the AE and their sales support partner who is over those accounts. The report includes the sold to information, the enduser, products ordered, pricing, and contract tags if applicable. Sales provides the 3rd audit by reviewing their orders received report focusing on enduser accuracy and contract compliance.</p> <p>It is imperative that the customer's purchase order include the contract name "Sourcewell" and the contract members (enduser) name be noted on the purchase order to be processed and tracked correctly.</p> <ul style="list-style-type: none"> <li>• ENDUSER (MEMBER) AND PROJECT JOB NAME: Sourcewell Member (Enduser) and Project "Side Marks" or "Job Names" are essential for both our customers and for Interface. For our customers, it is beneficial when tracking contract activity, multiple orders for the same project or tracking numerous orders of the same product for different projects</li> <li>• CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</li> </ul>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Interface offers our flooring solutions to Sourcewell and will pay an administrative fee of 2% per the terms outlined below. This Rebate Program shall begin upon the Effective Date of the Agreement and end with the agreement expiration date.</p> <p>1) Sourcewell Members purchases will count towards earning a 2% rebate of Products sales hereunder. For purposes of this rebate program, a purchase will be deemed to occur upon Supplier's (or one of its affiliates') receipt of payment from Sourcewell Members. NO REBATE SHALL APPLY TO SERVICES.</p> <ol style="list-style-type: none"> <li>1. Rebate Issuance. <ol style="list-style-type: none"> <li>a. Within thirty (45) days after the quarter end of each Agreement Year, Supplier will issue rebate payment to Sourcewell via a check, wire transfer, or otherwise.</li> </ol> </li> <li>2. Rebate Conditions. Notwithstanding anything to the contrary, <ol style="list-style-type: none"> <li>a. Supplier shall have no obligation to credit Sourcewell any rebate hereunder unless and until payment is received.</li> <li>b. All accrued but unused/unapplied rebate credits due to Sourcewell pursuant to this Rebate Program shall be forfeited, and Supplier shall have no obligation to issue any rebate to Sourcewell for sales to Members with past due invoices and is not made current within thirty (30) days following Supplier's written notice of overdue account.</li> </ol> </li> <li>3. Miscellaneous. <ol style="list-style-type: none"> <li>a. This Rebate Program shall be governed by the laws of the state of Georgia, without giving effect to its conflict of laws principles.</li> <li>b. This Rebate Program shall not be deemed to amend, alter, or supplement any terms and conditions of sale with respect to the Products and Services to the Sourcewell Members.</li> </ol> </li> </ol>

## Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	Yes, Interface innovates continuously with the goal of designing and manufacturing products with zero negative environmental footprint, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, "Factories to Zero," which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our "Products to Zero" goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market. The next phase of our sustainable manufacturing mission beyond 2020, "Climate Take Back", includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems, as we have begun to do with our Net-works™ program in Africa and the Philippines.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	KPI Tracking: Interface has in place an in-house tracking system that allows us to provide statistics and reports on goods purchased by our customers. Reports can be supplied to customer monthly, quarterly, bi-annually, or annually. Our Key Performance Indicators include purchase history, on-time delivery, quality assurances, inventory reports, diversity spend, and recycling. Reports can be customized to meet your specific requirements.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Interface innovates continuously to design and manufacture products with zero negative environmental footprints, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, "Factories to Zero," which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our "Products to Zero" goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market.  The next phase of our sustainable manufacturing mission beyond 2020, Climate Take Back, includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems.
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Interface has in place an in-house tracking system to supply reports related explicitly to the Sourcewell Members environmental impact and annual spend.  Reporting on total recycled content of Interface modular carpet purchased for all Sourcewell Members projects is available. This report represents the closed-loop nature of our manufacturing system where old carpet becomes new carpet. Interface offers to report on the amount of carpet they recycle via our ReEntry® program.  Interface's Cool Floors™ program offsetting all the GHG associated with the raw materials, manufacture, maintenance, and end of life management of the products. That means we invest in renewable energy and other projects that prevent GHG emissions from entering the atmosphere through the purchase of certified carbon offset credits from a variety of sources including direct from project developers, and brokers who provide a wide variety of projects. We provide an annual certificate to our qualifying customers based on their flooring purchases recognizing their positive environmental impact for purchasing Interface "Carbon Neutral" flooring.
69	Describe the extent to which your products contain recycled content or are recyclable.	Every flooring product you buy from us, whether carpet, LVT, or rubber is 100% recyclable and 100% carbon neutral.  Interface modular carpet with GlasBac® backing offer an average of 64-78% total recycled content. Our GlasBac® backing has been in production since 1973 and continues to set the industry standard.  Interface modular carpet with GlasBac® RE backing with our 100% recycled content Type 6 nylon feature up to 81% total recycled content, including as much as 35% post-consumer content.  Interface luxury vinyl tile (LVT) does not contain any recycled content. Our LVT is fully recyclable and is designed to be used in a circular economy moving forward. Recycled Interface branded LVT through our ReEntry® program provides a post-consumer material resource to be utilized in our high recycled content carpet tile backing.  Interface nora branded rubber flooring does not contain any recycled content. Our LVT is fully recyclable, and when recycled through our ReEntry® program, it also provides a post-consumer material resource to be utilized in our carpet tile backing.

## Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Financial Strength and Stability - ANNUAL REPORT (2018) - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:26
  - Marketing Plan/Samples - K-12 Brochure - Interface Americas 3.18.pdf - Wednesday August 07, 2019 12:18:29
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information - WARRANTIES - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:49
  - Pricing - SOURCEWELL Agreement - Interface Americas, Inc. Price List.xlsx - Thursday August 08, 2019 14:06:18
  - Additional Document - ADDITIONAL DOCUMENTS.zip - Thursday August 08, 2019 14:09:39

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes  No

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

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

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**MANNINGTON MILLS INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1844 US Highway 41 SE, Calhoun, GA 30701.

**WHEREAS**, SBBC desires to obtain goods and services from various vendors to provide flooring materials, related supplies and services; and

**WHEREAS**, VENDOR is currently under contract (the "Mannington/Sourcewell Contract") to provide flooring materials, related supplies and services with "Sourcewell," a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to its members and offers participation by all levels of government, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada; and

**WHEREAS**, pursuant to Rule 6A.1.012(6), Florida Administrative Code and School Board Purchasing Policy 3320, SBBC desires to utilize the "Mannington/Sourcewell Contract dated October 9, 2019 and awarded pursuant to RFP #080819 to procure flooring material, related supplies and services; and

**WHEREAS**, VENDOR agrees to provide flooring material, related supplies and services to SBBC at or below the same cost as the Mannington/Sourcewell Contract;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on the date of its approval by SBBC and conclude on October 11, 2023.

2.02 **Documents.**

2.02.01 The Contract Documents of this Agreement consist of the following documents. In the event of a conflict between documents, the priority of the documents shall be as follows:

- First: This Agreement;
- Second: The Mannington/Sourcewell Contract;
- Third: Addendum No. 7;
- Fourth: Addendum No. 6;
- Fifth: Addendum No. 5;
- Sixth: Addendum No. 4;
- Seventh: Addendum No. 3;
- Eighth: Addendum No. 2;
- Ninth: Addendum No. 1;
- Tenth: RFP #080819 Flooring Materials with Related Supplies and Services; and
- Eleventh: Responses to the RFP #080819 by VENDOR.

2.02.02 Any and all references to “Sourcewell” in the Mannington/Sourcewell Contract shall be replaced with “The School Board of Broward County, Florida.” The Mannington/Sourcewell Contract, inclusive of Addenda 1 through 7, the RFP and the Response to RFP, is attached hereto and incorporated herein as **Exhibit “A.”**

2.02.03 Any and all references to policies of Sourcewell shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Sourcewell Contract, Addenda 1 through 7, the RFP and the Response to RFP. **NOTE:** It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.

2.03 **Services.** Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of RFP #080819 awarded to VENDOR by Sourcewell. Goods and services include the purchase and/or installation of flooring materials with related supplies and services at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in the Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Sourcewell Contract, Addenda 1 through 7, the RFP and the Response to RFP.

2.04 **Pricing.** SBBC shall pay VENDOR for goods and services rendered under this Agreement at or below pricing contained within VENDOR's response to RFP #080819, and the terms, conditions, and specification of RFP #080819 set forth in the Mannington/Sourcewell Contract.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in RFP #080819. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of RFP #080819 set forth in the Interface/Sourcewell Contract

2.06 **Invoices:** Delivery copies, packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with this contract and expedite the use of material. Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

- A. Purchase Order number
- B. Complete description of the items
- C. Itemized list prices
- D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: **Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301**

With a Copy to: **Director, Physical Plant Operations  
The School Board of Broward County, Florida  
3810 NW 10th Avenue  
Fort Lauderdale, FL 33309**

To VENDOR: **Jody Steger  
Mannington Mills Inc.  
380 Old Hollow Road  
Buchanan, VA 24066**

2.09 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with

EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 Travel. In County travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the



scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC**

(Corporate Seal)

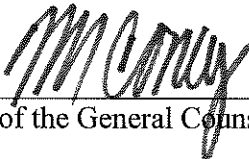
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR**

(Corporate Seal)

**MANNINGTON MILLS INC.**

ATTEST:

By *Jan L*

\_\_\_\_\_, Secretary

-OR-

*Sharon*  
Witness

*Jennifer Higgins*  
Witness

STATE OF Georgia

COUNTY OF Gordon

The foregoing instrument was acknowledged before me this 19 day of

Dec, 2019 by Jason McKee of

Mannington, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
Type of Identification  
identification and did/did not first take an oath.

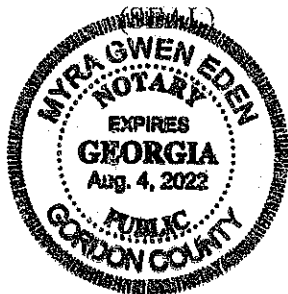
My Commission Expires:

**My Commission Expires August 4, 2022**

*Myra Gwen Eden*  
Signature – Notary Public

Myra Gwen Eden  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



# EXHIBIT "A"



**RFP #080819**  
**REQUEST FOR PROPOSALS**  
**for**  
**Flooring Materials, with Related Supplies and Services**

**Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>August 8, 2019, 4:30 p.m., Central Time</b> Late responses will not be considered.
<b>Opening:</b>	August 8, 2019, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL AND MEMBERS

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

*For Canadian entities:* This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
  - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
  - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
  - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
  - a. Indoor/outdoor athletic, recreational or sport surfaces; and
  - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
  - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly



operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.



Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

**Answer 1:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

**Question 2:**

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

**Answer 2:** It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

**Answer 1:** Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

**Question 2:**

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

**Answer 2:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would we be allowed to add additional products even after the contract has been awarded?

**Answer 1:** Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What is required if a proposer elects to propose a product that deviates from industry standard?

**Answer 1:**

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

**Question 2:**

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

**Answer 2:**

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

**Question 3:**

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?



**Answer 3:**

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Is this contract inclusive of supplying to Canada, or is it optional?

**Answer 5:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

**Question 6:**

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

**Answer 6:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

**Question 7:**

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

**Answer 7:**

A request for modification to the Sourcwell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcwell, with the award notification.

**Question 8:**

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

**Answer 8:**

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

**Question 9:**

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

**Answer 9:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

**Answer 10:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 11:** Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

**Answer 11:**

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

**Answer 1:**

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.



**Solicitation Number: RFP#080819**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mannington Commercial, a business unit of Mannington Mills Inc., 1844 US Highway 41 SE, Calhoun, GA 30701 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.



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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when



a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **24. CANCELLATION**

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

Sourcwell

Mannington Commercial a business unit of Mannington Mills Inc.

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 10/8/2019 | 3:40 PM CDT

DocuSigned by:  
By: Jason McKee  
3B5779B3485649E...  
Jason McKee  
Title: Vice President Carpet  
Date: 10/9/2019 | 2:36 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42BBF817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 10/11/2019 | 1:59 PM CDT

# RFP#080819 - Flooring Materials with Related Supplies and Services

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## Vendor Details

Company Name: Mannington Mills, Inc.  
Does your company conduct business under any other name? If yes, please state: Mannington Commercial  
Address: 1844 US Highway 41 SE  
Calhoun, GA 30701  
Contact: Jody Steger  
Email: Joseph.Steger@mannington.com  
Phone: 800-241-2262  
Fax: 706-629-2171  
HST#: 21-0506420

## Submission Details

Created On: Thursday June 13, 2019 10:31:14  
Submitted On: Thursday August 08, 2019 11:06:25  
Submitted By: Jody Steger  
Email: Joseph.Steger@mannington.com  
Transaction #: 1f248872-e521-4491-95ae-f048f344d4fc  
Submitter's IP Address: 97.87.82.78

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mannington Commercial is a business unit of Mannington Mills, Inc.
2	Proposer Address:	1844 US Highway 41 SE Calhoun, GA 30701
3	Proposer website address:	www.manningtoncommercial.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason McKee, Vice President Carpet 1844 US Highway 41 SE Calhoun, GA 30701 Jason.McKee@mannington.com Phone 706.602.6309 Cell 706.463.8374
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jody Steger, Director of Government 380 Old Hollow Road Buchanan, VA 24066  Joseph.Steger@mannington.com Phone: 703-489-5698
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shanon Newsome, Manager Sales Operations 1844 US Highway 41 SE Calhoun, GA 30701 Shanon.Nesome@mannington.com Phone: 706-602-6430 Fax: 706-629-2171

### Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Mannington is a privately held, fourth generation, family owned company. Since our founding in 1915, we have operated under this mission: To be the best people to do business with in the flooring industry.</p> <p>Mannington Commercial is a business unit of Mannington Mills, Inc., headquartered in Salem, New Jersey with manufacturing facilities across the United States. We are the only manufacturer to offer the contract market a comprehensive range of multiple hard and soft surface flooring products available through one sales force, with most products manufactured in the US. Our commercial products are designed with the best performance technologies and highest quality materials to address the specific needs of heavily trafficked commercial areas.</p> <p>Mannington's high performance product grouping provides total flooring solutions for your members' facilities, with products that include: Broadloom Carpet, Modular Carpet Tiles, Resilient Sheet Flooring, Luxury Vinyl Tile (LVT) and Plank, Rubber Tiles, Cove Base, Stair Treads, Wood Flooring, Flooring Accessories, and all necessary Flooring Adhesives.</p> <p>Mannington's core business activities of driving operational excellence, keeping prices competitive, expanding selection, and delivering service and convenience resonate with the values and strategies of our customers. Our customer-centric approach also drives our continual improvement efforts in reducing cost structures and driving lean manufacturing processes. This strategy allows us to remain price competitive globally.</p> <p>Mannington partners with each of our customers to craft the right solution for each project. Rather than having a one-dimensional focus on a single service model, we offer a variety of service options to find the right fit for each customer. Our long history in bringing a broad portfolio of products to our customers, rather than a single, one-size-fits-all solution, has enabled Mannington to build a reliable and established infrastructure that serves the entire lifecycle of each project.</p> <p>As a privately held company, Mannington is forward thinking and able to take a long view for our business. Our acquisitions of Burke Industries and Amtico International have provided additional global infrastructure and expanded product portfolios to provide customer solutions for every need. We are continually expanding our broad platform of flooring to bring the most innovative and best performing products and services to our customers.</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	Mannington is offering the following high performance product grouping in an effort to provide you with total flooring solutions for your facilities: Broadloom Carpet (6 ft. & 12 ft.), Modular Carpet Tiles (24" x 24", 12" x 48", 18" x 36"), Resilient Sheet Vinyl (6' 6", 6', 9', 12'), Luxury Vinyl Tile (LVT) and Plank, Non-Vinyl Resilient Tile and Plank, Rubber Tiles and Sheet Flooring, Cove Base, Stair Treads, Wood Flooring, Finishing Accessories, and all necessary Flooring Adhesives.
9	What are your company's expectations in the event of an award?	Mannington expects the Sourcwell contract to become a multi-million annual contact and the beginning of a long, successful partnership with Sourcwell and its members. Many Sourcwell member agencies require both carpet and hard surface flooring for a project. Mannington wants to help Sourcwell streamline your contracts and simplify purchasing. Quite often, as we are selling resilient products to our clients they will ask about carpet (and vice versa) and frequently buy these other products as well. This streamlining of product offerings through one manufacturer, Mannington Commercial, would benefit both of us in terms of volume and simplicity. Not to mention that your member agencies would be able to purchase products of the highest quality at extremely competitive price points. Mannington utilizes the best performance technologies in all of our floors to ensure that we meet your performance, aesthetic, sustainability, and long-term appearance goals.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As Mannington is a privately-owned corporation, we are not at liberty to disclose our annual sales or other financial information without a signed non-disclosure agreement, but rest assured that our financial strength has never been more robust. For example, we've just completed a recent expansion of our Madison, GA luxury vinyl manufacturing facility. As a result of this expansion, our domestic LVT capacity has quadrupled since March of 2012. We have attached our latest D&B report for reference.
11	What is your US market share for the solutions that you are proposing?	Based on the latest FloorFocus magazine report, Mannington Commercial is currently the #6 supplier of commercial flooring products in the US.
12	What is your Canadian market share, if any?	Mannington has also been ranked as the #6 commercial flooring supplier in Canada.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mannington Commercial is a manufacturer.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mannington is not required to hold any licenses or certifications to engage in the business outlined in this RFP. The same is true for any subcontractors we may use if Turn-Key installation services are chosen. Mannington currently holds ISO 9001 (quality management system) and 14001 (environmental management system) certification at our manufacturing facilities throughout the country.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable -- Mannington has not experience suspension or disbarment from any activities.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories may include adhesives, installation, cove base, flooring accessories.

## Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Awards:</p> <ul style="list-style-type: none"> <li>-- "Interior Design" Magazine award honors best product design of 2017 – Mannington Origami Carpet Collection, December 2017</li> <li>-- Divergent LVT and Carpet Awarded Best of NeoCon Gold for Healthcare, June 2016</li> <li>-- Mannington and ONE Global Design Win Best of NeoCon Silver, HiP Award for Infused Collection LVT, June 2016</li> <li>-- Portland Collection Honored by Interior Design magazine HiP Award, June 2016</li> <li>-- Teles High Resiliency Rubber Wins Interior Design Best of Year Award, March 2016</li> <li>-- Entwined Collection from Mannington Commercial Earns Nightingale Gold Award, November 2015</li> <li>-- IIDA/HD Product Design Competition Awards Connected LVT from Mannington Commercial, September 2015</li> <li>-- Mannington Commercial Honored with Premier 2015 Supplier Legacy Award, June 2015</li> <li>-- DOMOTEX, Design Journal Award Mannington Commercial LVT and Modular Carpet for Innovation, March 2015</li> <li>-- Teles, High Resiliency Rubber from Mannington Commercial, wins Nightingale Silver, November 2014</li> <li>-- The ADEX Awards for Design Excellence: 5 Platinum awards, 1 Gold, and 2 Silver, May 2014</li> </ul> <p>Certifications:</p> <p>Certifications and recognition for environmental leadership matter to us because they confirm that our investment in making better products with better processes is working. We are proud to have products and programs that contribute to environmental rating systems, have been recognized for environmental innovation and leadership, and are third-party certified. In addition, we provide full disclosure of the backing components of all of our modular backing systems on the Pharos Project and Mindful Materials/Origin databases. Several organizations, like SCS, NSF, RFCI and CRI have taken responsibility for developing product and manufacturing standards and certification to meet specific environmental goals. Mannington is proud to have numerous products recognized by these organizations:</p> <ul style="list-style-type: none"> <li>-- NSF / ANSI-140 Certification: Infinity Modular - NSF / ANSI-140 Gold, rEvolv Modular Carpet Tile - NSF / ANSI-140 Platinum, UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Integra HP Broadloom Carpet - NSF / ANSI-140 Gold.</li> <li>-- NSF / ANSI-332 Gold Certification: Mannington's entire Inlaid Sheet Flooring product line: BioSpec FB, BioSpec SR, BioSpec RE, BioSpec MD, Terrene, Assurance II, Magna, and Color Anchor.</li> <li>-- Green Label Plus Indoor Air Quality Certification: All Mannington's running line carpet products and carpet adhesives are CRI Green Label Plus certified.</li> <li>-- FloorScore Indoor Air Quality Certification: All Mannington's hard surface flooring product lines are certified under the FloorScore standard.</li> <li>-- ISO 14001: Mannington's Commercial Tile and Inlaid Sheet flooring plants in Salem, NJ as well as our carpet mill in Calhoun, GA and LVT manufacturing facility in Madison, GA are all registered to ISO 14001.</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	The government sector accounts for approximately 7% of our commercial sales.
20	What percentage of your sales are to the education sector in the past three years	The education sector accounts for approximately 8% of our commercial sales.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cooperative Contracts: Sourcewell and NASPO</p> <p>State Contracts: New Jersey, Florida, Texas, New York, California, Connecticut, Utah, North Carolina, Mississippi, Louisiana, Pennsylvania, Washington, Kentucky</p> <p>Federal Contracts of note: AFNAF (Air Force) and AAFES (Army &amp; Air Force Exchange Services)</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-27F-0026U; GSA Sales for 2018 = \$5.7 million (some of this is "open market" sales to the Federal Government)



**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Smithsonian Institution National Museum of Natural History 10th Street & Constitution Ave, NW Washington, DC 20013	Jackie Gubany	Email: gubanyj@si.edu Phone: 202.633.1171
District of Columbia Superior Courts 616 H St., NW Washington, DC 20001	Eric Butts	Email: eric.butts@dcsc.gov Phone: 202.879.4202
Air Force Services Agency 3515 S. General McMullen San Antonio, TX 78154	Sherry Reed	Email: sherry.reed.3@us.af.mil Ph: 210.395.7316

**Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University of North Florida	Education	Florida - FL	Supply & installation of various types of flooring	\$2,000 - \$800,000	\$1,000,000 +
County of Volusia	Government	Florida - FL	Supply & Install of various types of flooring	\$1,500 - \$75,000	\$750,000 +
United States Air Force (AFNAF)	Government	Texas - TX	Supply of various types flooring (Carpet, LVT)	\$1,000 - \$200,000	\$1,500,000+
Indian Lake Schools	Education	Ohio - OH	Supply of flooring materials & installation services of various types of flooring.	\$50,000 - \$375,000	\$500,000+
Florida State University	Education	Florida - FL	Supply of flooring materials and flooring installation services	\$1,000 - \$350,000	\$1,000,000 +

**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *
25	Sales force.	<p>Mannington Commercial has over 130 trained and qualified representatives throughout the contiguous United States. We enhance our local efforts by dividing the country into eight geographic regions to insure responsiveness and best-in-class customer service. Each region has its own management team. All Mannington representatives and management staff are direct employees and are evaluated and compensated for after-market service capabilities and history. At Mannington we truly believe that we have to earn your business with every order.</p> <p>As the industry's only manufacturer of soft and hard surface products available through one salesforce, we have built a management team that is uniquely tailored to address each area of need in an account of this magnitude. Not all manufacturers are able to provide service and products on a local, national, and global level. Our experience in this practice brings an unmatched level of qualifications that our competitors cannot match. Accountability for every step of our products' life, from development to manufacturing to pricing and delivery, is managed and controlled by Mannington. Without this level of ownership, a manufacturer cannot guarantee complete accountability to your needs. We believe it is our level of experience in providing multi-product solutions and the accountability with which we support them that make Mannington a uniquely qualified vendor.</p>
26	Dealer network or other distribution methods.	In addition to Mannington's dedicated staff, we have over 400 qualified and authorized Dealer/Installer partners throughout the United States – with saturation in the top 200 market places. Mannington Commercial products are sold through an independent commercial dealer network and are available at over 4,000 US locations.

27	Service force.	<p>Mannington has a sales support team dedicated to servicing large end users like Sourcewell members. Mannington's approach to Account Management is to provide an on-going, long-term relationship to accommodate your needs. This approach necessitates a team effort on behalf of the different representatives in your area: District Manager (Local), Strategic Accounts Manager (Regional/ National/ International), Manager of Strategic Account Services and Customer Service (National/International). We recognize that our continued success in the marketplace is contingent upon providing the best performing products and warranties available, along with providing world-class customer service.</p> <p>We will provide Sourcewell members with designated Mannington contacts that are accountable for the highest levels of service and customer satisfaction. Our sales &amp; marketing, manufacturing, product development, service operations, administrative functions and warehousing are all located on the same 140+ acre campus. This unique structure allows for fast, flexible, and focused communications and results. Your service team consisting of Strategic Account Services, Customer Services and Shipping Services all report directly to members of the Executive Team, promoting focus and responsiveness to your needs. At all times, we're ready to work with your project managers, designers, and consultants to facilitate ease of ordering and successful project completion. This service team represents approximately 100 associates.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service team is divided into three groups: a) Domestic Customer Service; b) International Customer Service; c) Sample Services. Response time will vary based on the aspect of the service. For example, an emailed or faxed order will be acknowledged the same day. The standard lead time for order fulfillment is 10-30 days for all products providing they are in stock. However, Mannington also offers a Quick Ship program called Xpress where many of our running line products are in stock and available to ship within three to five business days. A warranty inspection/claim request, including inspection and repair/replacement if applicable, usually takes less than two to four weeks from the initial report of a problem to successful resolution.</p> <p>Upon award, all of Mannington's new clients are assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This person is specially trained to assist our Strategic Account Partners. Orders are placed through your dedicated CSR, who is also your primary point of contact. You will also be assigned a Strategic Accounts Specialist. The Strategic Accounts Department will have direct knowledge of your account at all times. They will create a program launch announcement and distribute it through electronic and hard copy versions ensuring all stakeholders are aware of the agreement and its details.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Not applicable - Mannington can service any geographic areas of the United States.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable - Mannington can service all Sourcewell Member sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Not applicable - there are no specific contract requirements or restrictions for members in Hawaii, Alaska, and US Territories.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Sourcewell's Account Representative Jody Steger will host a webinar for Mannington's many regional District Managers around the country with an in-depth explanation of the Sourcewell contract. This webinar will cover how we go to market, where the contract can be used, how to incorporate dealers into the program as well as all the facets of the contract offering. Mannington's District Managers around the country will work with regional Sourcewell members and train our dealer partners on the everyday interactions of the Sourcewell contract. This will occur in conjunction with on-going administrative support from our Strategic Account Services Department. As new sales members are brought onto Mannington's staff, they will attend extensive training programs at both Calhoun and Salem where the Sourcewell contract is covered in detail.</p> <p>A program launch announcement will be created and distributed through electronic and hard copy versions. This announcement will define the products and services offered by Mannington through the Sourcewell contract and include a link to our MyMannington website where your member agencies and our own associates can access pricing details, contract terms and conditions, product information, technical and post-sales support, Mannington sales and support rosters, and listing of Mannington distributors. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement. Additionally, Mannington Commercial field sales associates will be advised of the national agreement and provided with sales directives on how to implement and execute at the local level should there be a need.</p> <p>The key to implementation will be a multi-faceted approach to creating awareness of the Sourcewell contract and easy access to the supporting information, pricing, and general terms and conditions of the contract. As detailed above, a program launch announcement will be created and offered for distribution to participating/ eligible member agencies through electronic and hard copy versions. The distribution list will be compiled through a collaborative effort with Sourcewell to include not only your member agencies, but also our vast dealer network.</p> <p>Additionally, Mannington Commercial field sales associates across the country will be advised of the Master Agreement and provided with sales directives on how to implement and execute at the local level. They will be prepared to respond to all inquiries and directed to proactively target and contact your member agencies within their territories. The Mannington Commercial Field Sales Team is experienced at national contract implementation as a result of our extensive success securing purchasing agreements and contracts with numerous large end-users. These large end-users consist of Healthcare GPO's, Corporate, Retail and Hospitality.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In addition to the implementation steps listed in the response above, Mannington can also create a dedicated micro-site specifically for you. This site will include information on all of your specified products including product images, specifications, maintenance instructions, installation instructions, and sustainability information. Developed in response to the needs of our growing core of strategic partners, this unique and secure electronic hub allows your members to access vital information from their Mannington account 24/7/365 online. Through this site, you can review and check the status of orders on-line and obtain overall sales information for specific projects or in aggregate. You can also review current pricing levels, product styles and specifications, Mannington contacts, claim and warranty information, and contract terms and conditions; as well as view standard and custom products in 3-D room settings to support design research.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Mannington understands that it is our responsibility to market and promote the contract to Sourcewell members, but we do look forward to partnering with Sourcewell to enhance our marketing ability. For example, Mannington's Strategic Account Department can construct an announcement that will include information on Mannington's products contained in the Sourcewell contract and ordering information. We will also provide information on our local representatives and distributors across the country that each member can contact for more information on any of Mannington's products or on the contract itself.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Mannington Information Technology currently supports the following mechanisms for Electronic Purchasing/ Invoicing:</p> <p>Internet-Based Methods- For those customers that desire an Internet-based communications method, Mannington Information Technology has successfully deployed several such applications. These Internet based solutions are built upon such open and widely used technologies as TCP/IP, HTTP, XML, and SOAP. This provides many opportunities for business-to-business transaction, and although these technologies are typically utilized in "e-business" applications between two or more web sites, they can also be utilized in non-web applications.</p> <p>Ariba- Mannington Commercial also utilizes Ariba, an on-line e-procurement service to receive purchase orders. Ariba Procurement and Expenses solutions combine industry-leading procurement, contract, and invoice functionality with an unparalleled offering of supplier enablement, catalog management, support, hosting, and training services. Ariba provides a secure web service that is accessible only to registered Buyers and registered Suppliers, so your information is always safe.</p>

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mannington would be happy to provide both installation and maintenance training on all of our products. For installation, we can offer on-site training to any labor provider you may already be doing business with. We will send one of our experienced installation technicians directly to the job-site to assist with job start-up and provide all the necessary training on installation practices for your chosen Mannington flooring. We can also provide maintenance training to all of your facility's in-house or contracted maintenance crews. Our maintenance specialist, Richard Price, will conduct training programs specifically tailored to your traffic and soiling levels and your specific flooring types. Both of these types of training are offered at no charge.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Mannington has a number of industry-leading product innovations that we believe may be of particular interest:</p> <p><b>QuickStix</b> - One of our newest innovations is "QuickStix" pre-applied LVF, carpet tile, and resilient sheet adhesive that is warranted for subfloor moisture levels up to 99%. When you receive QuickStix, it is ready to be installed. It slicks and sets immediately and allows you to resume traffic on the floor with zero wait time. QuickStix water-based adhesive technology does away with the need for adhesive pails, trowels, and hours of labor.</p> <p><b>Mannington Silent Solution</b> - Another option is our Silent Solution sound abatement underlayment that can be used with any of our glue-down luxury vinyl flooring products. Silent Solution is an advanced underlayment technology that meets or exceeds all IIC sound requirements with a rating of 62, outperforms competitive products on indentation resistance, and offers a full floor system warranty from one manufacturer – Mannington Commercial.</p> <p><b>FreLock Tabs Adhesive System</b> – A dry installation system with the flexibility to be a floating floor or to adhere to the subfloor, FreLock Tabs can be used with Mannington's Infinity carpet tiles. FreLock Tabs are applied directly to the back of each carpet tile during installation – odorless, clean, hassle-free, and designed to perform. With FreLock, there's no need for wet adhesives, buckets, trowels, and messy adhesive clean-up, and FreLock allows for immediate foot traffic on the installed carpet.</p> <p><b>XpressStep Spray Adhesives</b> - XpressStep is a water-based spray adhesive recommended for installations of modular carpet tiles, luxury vinyl tiles, and resilient sheet goods over porous and non-porous substrates. It is particularly convenient since it can be used in occupied buildings and greatly reduces the handling and application requirements associated with conventional adhesives. XpressStep has very low odor and VOCs. XpressStep is also rated for much higher subfloor moisture levels than standard trowelable adhesives.</p> <p><b>Infinity 2 MG</b> – Mannington Infinity 2 MG Carpet Tile Backing is an ideal flooring solution for high moisture slabs. In specific applications, Infinity 2 MG allows up to 99% RH and 12 pH. The backing is designed to let the tile breathe, protecting your carpet investment and permitting quick-turn installations. Infinity 2 MG is available on almost all Mannington carpet tile styles and sizes, and carries a lifetime limited warranty.</p> <p><b>ConnectStep One-Piece Tread/Riser Combo</b> – Our ConnectStep one-piece tread and riser system is unique to Mannington Commercial. Fast and simple to install, ConnectStep offers a seamless flow that looks great and is easy to clean. ConnectStep is available in both round and sculptured profiles and visually impaired options. ConnectStep automatically adjusts for step depths between 9 ½" and 13", allowing for adjustments to varying riser heights.</p> <p><b>Cirro &amp; rEvolve Vinyl-Free Flooring</b> – Many end users are more and more concerned about the use of vinyl in their environments. Mannington Commercial can offer you vinyl-free flooring options on both the hard surface and carpet sides of the flooring spectrum. Cirro non-vinyl resilient planks and tiles are made without PVC or phthalates, contain recycled content, and are crafted to perform under high traffic. rEvolve is Mannington's 100% PVC-free modular carpet tile backing system that carries a full lifetime warranty against edge ravel, delamination, zippering, doming and dishing, and it has an impermeable moisture barrier backing system.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our Policy - To assure no adverse effects of our business on the environment and the health and safety of our associates, our local communities, and our customers. With the idea that "Actions Speak," we focus on what we as a flooring company can do to increase our operational efficiency and product performance while decreasing our use of resources and our impact on our surroundings.</p> <p>Energy Leadership – With one of the largest solar arrays in the flooring industry (3.3 acres in Salem, NJ) and ambitious goals to improve energy efficiency by 25% over 10 years, we have an on-going partnership with the Department of Energy to lead manufacturing into smarter energy use as well as to reduce related carbon emissions.</p> <p>US Manufacturing – Mannington is a fourth generation, family-owned company deeply committed to US manufacturing. We make flooring in eight communities across the US, allowing us to provide the highest levels of service and quality in the industry, while supporting local economies and crafting quality American-made products.</p> <p>Recycled Content – We actively seek out waste streams that clog America's landfills, looking for innovative ways to use recycled content in new products. We reclaim post-consumer carpet and tile from other flooring companies, as well as tires, telephone books, automotive glass, and other waste streams that contribute to landfills, incorporating them into carpet and hard surface flooring.</p> <p>Climate Registry – Mannington is committed to reducing our greenhouse gas emissions by 25% over 10 years. Since 2007, a 10% reduction can be attributed to energy efficiencies, process efficiencies, and use of renewable energy. Additional information can be found at <a href="http://theclimaterestry.org">theclimaterestry.org</a>.</p> <p>Sample Return – We offer a postage-paid return label for every commercial product sample that we ship. So when you are finished with your project, you can return the sample and we will send it on the next user. And at the end of its useful life, we donate samples to local charities, churches, schools, and civic groups.</p> <p>End Of Life - Our LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. Mannington's LOOP program will take any manufacturers' carpet, not just our own. Many times, reclamation and recycling comes at no cost to the end user.</p> <p>Mannington Solar Arrays - Mannington Mills installed more than two acres of solar voltaic arrays at the company's New Jersey facilities to help power its operations in 2008 and expanded this system in 2010. The solar arrays are installed over 7 separate rooftops of our facility, covering 3.3 acres with 3,692 panels over our heads. The arrays generate nearly 1,000,000 kWh per year of emission free, renewable electricity.</p> <p>Water Resources - Water is a precious natural resource, but it is also a key component in manufacturing every product we make. Mannington is diligently working to reduce its use in our processes. For example, our Georgia carpet manufacturing facilities reduced water consumption by 35%. Much of this progress is due to improved dyeing methodologies. Other actions are as simple as converting mowed lawns at our facilities to natural landscaping and creating wildlife habitats with wildflowers and native grasses to reduce water use. The results are both smart and beautiful.</p> <p>Erosion and Runoff - A few years ago, some wetlands adjoining our New Jersey location lacked a transitional area between land and water, also called a 'riparian buffer.' In nature, these overgrown areas next to a stream or estuary stop erosion and sediment runoff, provide cover, and offer needed food and shade to fish and animals. Along with the Partnership for the Delaware Estuary, the US Fish and Wildlife Service, NJ Audubon Society, and local schools, we planted thousands of native shrubs and trees alongside our facilities. By planting these riparian buffers, we established areas of shrub-scrub habitat with a life expectancy of over 30 years (eventually succeeding to forest). During the first 30+ years of establishment, the project will provide habitat for bird species of concern: blue-winged warbler, eastern kingbird, brown thrasher, prairie warbler, eastern towhee and field sparrow. To learn more visit the New Jersey Audubon and the Delaware Estuary.</p> <p>Honeybees – In 2009, as part of an effort to show how industrial enterprise can coexist with the agricultural and farming community and positively contribute to both, Mannington's New Jersey corporate site began to house honeybees. We now have five hives in Salem, NJ and four hives in Eustis, FL. The honeybees are thriving and each year we are able to enjoy and share the honey we produce.</p> <p>Purple Martins – In the mid-1980s, we began attracting migrating birds called Purple Martins to our New Jersey manufacturing campus as a more natural alternative to the use of pesticides. The "Purple Martin Project" has proven to be an incredibly environmentally friendly and cost effective way to control insects. Our employees are engaged in banding and tracking the birds.</p> <p>Assurances - Being honest about what we're doing, without over-claiming or misleading, is the fabric of who we are. And by speaking publicly about our environmental initiatives, we are always open to suggestions on what we can do better.</p>
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<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Government, consumers, and manufacturers have all come to recognize the importance of improving environmental management and product sustainability. As such, all of our products lines are covered by Environmental Product Declarations and are represented in the Origin/Mindful Materials database. We also have Health Product Declarations available for all carpet products, as well as Declare certification for our rEvolvE PVC-free carpet tile backing. Several organizations, like SCS, NSF, RFCI and CRI have taken responsibility for developing product and manufacturing standards and certification to meet specific environmental goals. Mannington is proud to have many products recognized by these organizations.</p> <p>ISO 14001 and 9001 Certified The International Organization for Standardization (ISO) develops various standards that are recognized worldwide. Mannington has a variety of operations certified to two of these standards. ISO 14001 is an environmental standard that provides a system for continual improvement in environmental performance. ISO 9001 is a quality standard that provides a system to continually improve quality to enhance customer satisfaction.</p> <p>NSF / ANSI-140 Certification To achieve this rating, products are judged on a wide variety of environmental impacts and improvements in this life-cycle, consensus-based standard. Listed below are Mannington's carpet products that have been recognized for meeting these standards: Mannington Infinity Modular - NSF / ANSI-140 Gold, Mannington rEvolvE Modular Carpet Tile - NSF / ANSI-140 Platinum, Mannington UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Mannington Integra HP Broadloom Carpet - NSF / ANSI-140 Gold.</p> <p>NSF / ANSI-332 Certification Mannington's resilient products have also achieved NSF/ANSI-332, Sustainability Assessment for Resilient Floor Covering, similar to NSF/ANSI-140, but for resilient flooring. This standard covers Product Design, Manufacturing, Performance, Durability, and Progressive Corporate Governance. We are proud that the following Mannington products have been recognized for meeting NSF/ANSI-332 Gold: Mannington's Heterogeneous Sheet Flooring products: BioSpec FB, Terrene, BioSpec RE and Mannington's Homogeneous Sheet Flooring products: BioSpec MD, BioSpec SR, Assurance II, Color Anchor.</p> <p>Indoor Air Quality Certifications Green Label Plus - Mannington is proud to achieve the rigorous requirements of the Green Label Plus (CRI GL+) program. GL+ is a certification program that measures the low Volatile Organic Compound (VOC) emissions of carpet products and their adhesives. All Mannington's running line carpets and adhesives are CRI GL+ certified. FloorScore – FloorScore is an independent certification for hard-surface flooring products that comply with the VOC emissions criteria of the state of California Section 01350 program. More than 30 different Mannington products have received FloorScore certification in the tile, resilient sheet, and rubber. The FloorScore program certified hard surface flooring products are a compliance path to LEED Credit EQ4.3 Low-Emitting Materials.</p> <p>LEED As part of our environmental commitment, we have been a member of the U.S. Green Building Council (USGBC) since 1998. This non-profit coalition of building industry companies and organizations has developed nationwide standards to support and validate green building design, construction, and operations. It has also developed the Leadership in Energy and Environmental Design (LEED) rating system. The system provides third-party certification for construction and renovation projects, as well as design guidelines and professional training and accreditation services. Mannington products that can contribute to LEED credits include: running-line carpet products that hold Green Label Plus certification, commercial hard surface flooring which meets FloorScore requirements, adhesives and sealants that meet SCAQMD Limit for VOC Emissions, a variety of hard and soft surface products containing recycled content, east coast manufacturing that can contribute to nearby regional projects, entryway carpet systems, carpet reclamation to help address construction waste management, and wood products with no-added formaldehyde.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While Mannington is not a WMBE or SBE, we seek out and will work with women-owned, small business, disabled veteran-owned business, Native American owned business and others in fulfillment of the Sourcwell contract. We encourage supplier diversity by actively developing relationships with minority and women-owned businesses that supply goods and services necessary for the manufacturing of our product as well as provide installation and other services such as those represented in the Sourcwell contract.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Mannington highly values our relationship with our customers. We work tirelessly to provide the highest quality products at competitive prices. Even so, we continue to strive to improve the quality and performance of our products as well as a continued effort to reduce the overall manufacturing costs, a savings which we can pass on to you. Below we'd like to highlight some of our differentiating characteristics:</p> <ul style="list-style-type: none"> <li>-- We understand that you need more than just a supplier -- you need flooring solutions. Mannington has the ability to bundle all types of commercial flooring under one purchase order -- Carpet (Broadloom, Performance Back Broadloom &amp; Carpet Tile), Non-Vinyl Resilient Plank, Resilient (Sheet, LVT), Wood, and Rubber, as well as all necessary adhesives and flooring accessories (transition strips, wall base, etc).</li> <li>-- We are always looking for ways to improve our efficiencies and reduce your overall costs at Mannington. Our ability to bundle all of your flooring provides you with a true value-added proposition by reducing the overall cost of all your flooring needs. And, we can streamline not only the order process, but also coordinate the shipment of everything you will need for your flooring installation. This translates to more efficiency and savings in shipping costs and a more timely and cost-effective installation experience.</li> <li>-- We have a dedicated Strategic Account Customer Service Manager to handle all orders and logistics for you. We work to make all lead times are as short as possible to ensure we meet each and every project deadline. We manage centralized distribution networks throughout the United States that can stage your start times in accordance with your schedules. There is no need for you to hold any material on site. We continue to invest in infrastructure in all the areas where you are located.</li> <li>-- We go to market as a true branded Type 6.6 Nylon fiber manufacturer. We have more running line carpet styles with Antron fiber than any other carpet manufacturer.</li> <li>-- Mannington allows our clients the opportunity to divert their used carpet from landfills by using our LOOP reclamation program. And we will take carpet from any manufacturer, not just our own.</li> <li>-- Mannington's commitment to quality and performance is reflected in our world class claims ratio and service levels. The industry average for claims trends in the range of 3%. Mannington has one of the lowest claims rates in the industry at less than one-half of one percent (&lt;0.05%). For the previous decade, our claims ratio has been well in excess of five times better than the industry standard. Mannington also measures our service performance daily to make certain we are meeting the needs of our customers. Our current service levels are at 99.4%. These service levels reflect Mannington's ability to always put our customers' needs first.</li> <li>-- Mannington is a fourth generation, family run company based in New Jersey, whose philosophy is "To Be The Best People To Do Business With In The Flooring Industry." Our values include: Care; Do the Right Thing; Work Hard/Play Hard; and Control Our Own Destiny. We've been recognized as a leader in product innovation as well as operational excellence and environmental stewardship.</li> </ul>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Mannington Commercial products can be purchased in Canada as well as in more than 55 countries worldwide. In Canada, Mannington has district sales managers responsible for the specification and sale of all commercial styles just as in the US. Likewise, we have a nationwide network of distributors who stock and service our resilient and carpet product offerings. Our international employees, representatives, and distributors are experienced and able to assist with the importation, servicing, and installation of Mannington products in all of the major international markets. We would gladly encourage Sourcewell qualifying members in Canada to participate in this contract if awarded. Our current pricing model includes freight charges, however freight charges to Canada would be separate and in addition to our current pricing schedule.</p>

## Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, Mannington's warranties cover the cost of all replacement parts and labor to replace any defective area, with the exception only of furniture removal.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only usage restriction is that the flooring must be installed indoors in climate controlled areas. Traffic levels do not affect Mannington's warranty coverage. Limitations include: the flooring must be properly installed and subjected to normal indoor use. Further, this Warranty applies only to manufacturing defects, and does not cover (i) deterioration of the flooring's appearance, (ii) damage to the flooring, or (iii) failure of installation that is not the result of a manufacturing defect. By way of example, without limitation, this Warranty does not cover wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (iv) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in compliance with Mannington Commercial recommended procedures.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties completely cover the expense of the technician's travel time and mileage to perform warranty repairs if the fault lies with a Mannington product.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Not applicable; Mannington can provide a certified technician to perform warranty repairs not only throughout the US and Canada, but around the world.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, Mannington can only provide warranty service for products that we have manufactured and supplied.
48	What are your proposed exchange and return programs and policies?	A courtesy return is an instance where we may agree to return unused carpet when there are no manufacturing issues. Courtesy returns are not automatic, nor uniform in the amount assessed for restocking charges. Many variables enter into the assessment of the restock fee amount, not the least of which is our ability to re-dispose of the material. Mannington retains exclusive authority in these matters and expressly reserves the right to deny any and all courtesy type returns. The fees for restocking are taken from the credit issued for the returned product. These returns will often require prepaid freight back to the mill and will usually have a restocking fee associated with them. All courtesy returns must be first approved by Mannington. The terms and conditions of all courtesy returns are exclusively reserved by Mannington, including the right to authorize or reject a courtesy return request of any product.
49	Describe any service contract options for the items included in your proposal.	Not applicable; Mannington is not offering service contract options.



### Payment Terms and Financing Options

Line Item	Question	Response
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We will provide an account number and a dedicated Customer Service representative to handle orders for all Sourcewell member organizations. This account number is tied to your contract details, ensuring that all Sourcewell members will receive the pricing and terms agreed to in our contract, whether ordering direct from Mannington or through one of our dealer partners. Through this account number, we can provide any reports you may require, including quarterly sales reports.</p> <p>Our goal is to provide a seamless transaction for your contract. We work very hard to be a company that is easy to do business with. With these two objectives as our main focal point, we are constantly training and cross training our internal sales and support staff to perform multiple tasks in the event of personnel loss or emergency. You can expect each team member assigned to your account to have two dedicated back-ups at all times. These internal team members will process Sourcewell members' purchase orders. With this type of program in place, Sourcewell members can be ensured that any unexpected changes in our internal staff will not be reflected in the quality of service that we deliver.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Mannington does accept P-cards from most government agencies at no additional charge. We also accept major credit cards for a small fee of 2.3% per transaction.

## Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response*
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on a discount off list price. Mannington Commercial feels this is the best pricing to be offered to Sourcwell customers throughout the country. Pricing includes all freight to the continental US and a 2% administrative fee.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5%- 45% off list pricing.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be negotiated on an order by order basis.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This is typically offered upon request and availability. Quotes will be supplied for each request, as applicable.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All of the pricing in the attached price list includes standard delivery. It does not include special delivery handling such as lift gate, inside delivery, call before delivery services, after hours delivery, etc.</p> <p>Material pricing does not include installation. Installation services are priced in this RFP as an additional service and should be arranged through Mannington's ProSolutions Team as needed.</p> <p>Adhesives are not included in the material prices; they are included as a separate line item.</p> <p>Finally, taxes are additional costs that are not included in the material prices.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	All product pricing is delivered pricing (freight included) to the continental United States. Fees for inside delivery, lift gate, after hours delivery, etc. are additional charges.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Mannington can easily accommodate shipping, delivery, and our exchange and return programs for Alaska and Hawaii as well as other off-shore locations. The only difference in these areas is that shipping costs are slightly higher than in the contiguous United States, but otherwise our policies and procedures are no different for these areas.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mannington has approximately 2,500+ associates between nine separate manufacturing locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Epes, AL, Madison, GA, Conyers, GA, Umatilla, FL, San Jose, CA, and Coventry, England. We also have more than 16 distribution partners across the United States. This network of manufacturing facilities and distribution points allow us to provide inventory levels needed to service our business partners across the country wherever a job may be occurring, not just on the east coast. Currently, we have over 100,000,000 square feet of capacity for our full breadth of product offerings.

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	Mannington offers some municipalities, universities, and school districts the same pricing as offered in this proposal. We also have many GPOs and other state contracts that have higher prices than the pricing offered in this proposal. For some of our agencies that are larger volume purchasers, Mannington sells at a discounted price (much like our current Sourcewell contract).

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Mannington's local sales managers that have negotiated the pricing for the Sourcewell member on a job by job or project basis is responsible for verifying the pricing on each order before the order is processed for fulfillment. Mannington often sends copies of the Sourcewell price list with the quote to the agency's purchasing officers so they can confirm the quoted prices do not exceed the contract prices. In addition, order confirmations are emailed (when applicable) to the ordering party (often on behalf of a Sourcewell member) for further review. Reporting is run quarterly by the Accounting Department for review and reporting to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Pricing is based on a discount off list price. Mannington Commercial feels this is the best pricing to be offered to Sourcewell customers throughout the country. The average discount from List Price (with freight included) averages 25% - 30%. However, we would like to note that the majority of our Sourcewell sales on Mannington's current contract are discounted even further. The contract price is a "not to exceed" or ceiling price. Materials are not usually purchased at the contract price. Pricing includes all freight to the continental US and a 2% administrative fee.

**Industry Specific Questions**

Line Item	Question	Response *
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65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	<p>Sustainable practices will be incorporated into product selection via our microsite that we will create specifically for the University. This microsite will highlight Mannington products that meet Sourcewell's criteria based upon recycled content, PVC-free, etc. For the design firms working on your projects, our architect folders will clearly state these same differentiators.</p> <p>In terms of material sourcing, 98% of the product Mannington Commercial brings to market is domestically manufactured directly by Mannington. This means no additional footprint of containerized transport. As all product is manufactured in the US, we can make your product in a timeframe based upon your orders within our system and when those orders must be delivered. We don't need to overproduce product or bring in large standing inventory because the material has to be transported across oceans. And because we manufacture our own material, we ensure that our sustainable practices start with manufacturing processes that meet the highest ISO guidelines in EPA regulated domestic facilities. It is something to consider and is often over-looked.</p> <p>In addition, Mannington is providing Sourcewell with multiple environmentally-friendly products. All of our product lines can contribute to LEED certification, the WELL Building Standard, and meet applicable indoor air quality testing (CRI Green Label Plus for carpet and FloorScore for hard surface). To further help with your selection process, all of our product lines are covered by Environmental Product Declarations and are represented in both the Origin/Mindful Materials and Pharos databases.</p> <p>Vinyl is a product component that many end users are beginning to shy away from. In certain end use applications, vinyl is a necessary component to maintain the performance levels needed for sensitive environments like operating rooms and high-use environments like airports and schools. But day by day, product by product, Mannington is reducing vinyl in our newest flooring options. For example, our Cirro non-vinyl resilient tile and plank flooring has the look you would expect from luxury vinyl or even real hardwood, but it is completely free of vinyl, phthalate, halogen, and formaldehyde, while still carrying the same 10 year warranty as many of our other resilient flooring options. For our soft surface options, Mannington has produced another environmentally-forward innovation with rEvolv, our 100% PVC-free modular carpet tile backing system. rEvolv is certified NSF/ANSI-140 Platinum and has a Declare label. But don't worry, you won't be sacrificing performance for sustainability. rEvolv is backed with our non-prorated lifetime warranty -- guaranteed not to edge ravel, delaminate, zipper, dome or dish, and it has an impermeable moisture barrier backing system.</p> <p>Mannington has the ability to bundle all types of commercial flooring in one delivery -- Carpet (Broadloom &amp; Carpet Tile), Resilient (Sheet, LVT), Wood, and Rubber, as well as all adhesives and flooring accessories (transition strips, wall base, etc.) -- which translates to not only lower shipping costs to you, but also less impact on the environment. In addition, we operate eight distribution centers across the US, which means that your material will have the shortest possible distance to travel to get to you. And, Mannington uses multiple national distribution trucking suppliers, of which more than 15 are involved in the EPA's SmartWay program.</p> <p>On the installation side, all of our Mannington's adhesives meet applicable indoor air quality requirements for certification under both LEED and WELL and comply with the VOC limits currently established by the South Coast Air Quality Management District Rule 1168 and CHPS 01350. All carpet adhesives are certified by the Carpet &amp; Rug Institute under their Green Label Plus program, and most hard surface adhesives are FloorScore certified.</p> <p>Sustainability is an integral part of Mannington's corporate identity. Mannington Mills was founded in 1915 with one core value in mind: Do The Right Thing. For many years now, "Do The Right Thing" has included doing the right thing for the environment that we all share. In every product that we manufacture and develop, we are just as concerned with how that product impacts the environment as with its aesthetic appeal and performance levels.</p>
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	<p>Upon award, your Strategic Account Contract Number will be utilized for your members that will allow access to the pricing submitted within this bid. This contract number will be used both for direct orders and for orders through our distributor partners. We can accommodate periodic reports by member location providing each location establishes an account with Mannington; those accounts would then be tied to the contract. Mannington currently provides the following reports to many of our strategic accounts:</p> <p>Net Sales Report -- This report is available quarterly and provides details such as: total purchase dollars by product, total material quantity shipped by product, order number and date, invoice number and date, and purchase order number.</p> <p>This report can be modified to meet your needs. In addition, Mannington can also supply various other reports upon request such as product reporting, Turn-Key, or sales reports on environmentally green products.</p>

67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	<p>One of Mannington's corporate commitments is to employ environmental conscience and life cycle thinking in the design of our products. Often times, it can be a balancing act when engineering new flooring products. Do we focus more on a potential product's environmental "greenness" or on its performance levels? Ultimately, we try to do both.</p> <p>In terms of sourcing of raw materials, Mannington has been using a consistent and broad supply chain assessment system for many years. It is focused on the wide array of important attributes we count on from our suppliers, including quality, safety, timeliness, financial, and social performance. Environmental responsibility is a key facet of the audit and certification program. We keep an environmental audit guide and checklist that includes important attribute sections that we use when visiting and auditing a supplier's facility. All facets are numerically scored to end with ratings and benchmarks for us to evaluate and compare suppliers.</p> <p>Some of the items we are able to reuse or recycle in our facilities include:</p> <ul style="list-style-type: none"> <li>-- Core and Yarn Tube Reuse and Recycling - Once our New Jersey location is finished with the 12-foot felt and paper handling core tubes, we ship them to our operation in Georgia, where they are cut in half and used as shipping cores for carpet. And the tubes on which yarn is shipped to us can be reused in our yarn twisting, metering, and doubling operations. Once they are too worn to use, the tubes are crushed, bailed, and recycled.</li> <li>-- Metal and Plastic Yarn Handling Bins - Mannington has replaced the traditional cardboard boxes in which yarn lots are stored with metal wire and plastic bins. Stackable, flexible, and more secure than cardboard boxes, they have saved a few squished toes along with resources.</li> <li>-- Resilient Trim and Carpet Yarn Reuse - Most of our production waste can now be recycled into our products. Carpet waste is agglomerated - heated and ground - and used for 40% of our hard-surface BioSpec RE flooring. Hard-surface flooring can be finely ground, mixed with agglomerated carpet, and recycled into our Infinity RE carpet backing.</li> <li>-- Test Installation Scrap - We install a lot of carpet, some just for the fun of it - or at least for the edification of our installers. Whenever we take up one of these test floors, we reclaim the flooring for recycling just as we encourage you to do with your installation -- though we would hope you leave your Mannington flooring down for quite a bit longer than we do in our training facility.</li> <li>-- Other Carpet Waste - Carpet waste that cannot be reused in production is sold as poundage to stuff pillows, toys, and other soft textile products. What we can't use is either used by others or reclaimed and broken down into their original process chemistry for reuse or recycling.</li> </ul> <p>As relates to the delivery of our materials, Mannington uses multiple national distribution trucking suppliers. More than 15 are involved in the SmartWay program. One of our targets is to increase the ratio of SmartWay transporters versus those not affiliated with SmartWay.</p> <p>Finally, Mannington's LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. We will take any manufacturers' carpet, not just our own. Many times, this material can be cleaned, sanitized, and re-used by those whose budgets would not allow for the purchase of new carpet, allowing us to give back to the communities that support us and our employees.</p>
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Mannington can easily modify our existing sales reports to include information such as recycled content, availability of EPD and/or HPD, FloorScore or CRI Green Label Plus Indoor Air Quality Certification, Declare Label, NSF/ANSI certification, etc. as needed.
69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Most of our flooring products contain recycled content. Recycled content percentages vary depending on product type (i.e., carpet, lvt, resilient sheet, rubber, etc.). For carpet tile, the average recycled content for our standard backing system - Infinity - is 34% (30% pre-consumer, 4% post-consumer); for broadloom carpet, the average recycled content for our Integra HP backing is 12% (8% pre, 6% post); and for our UltraBac RE broadloom backing, the average recycled content is 28% (8% pre, 20% post).</p> <p>On the hard surface side, our resilient sheet flooring has a recycled content average of 5%, with our BioSpec RE having 15% pre- and 20% post-consumer recycled content, and Mannington's non-vinyl tile and plank Cirro contains an average of 5% recycled content. Finally, our rubber flooring products offer an average recycled content of 14%, with our Reset product having up to 91% post-consumer recycled content.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2019 D&B Report - Mannington Commercial.html - Monday August 05, 2019 13:36:42
- [Marketing Plan/Samples](#) - Sourcewell - Mannington Dealer Flyer.pdf - Monday August 05, 2019 13:38:32
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Mannington Product Warranties.zip - Wednesday July 31, 2019 08:39:09
- [Pricing](#) - Mannington Commercial - Price List Sourcewell 2019 RFP.pdf - Thursday August 08, 2019 11:03:15
- Additional Document (optional)

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes  No

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

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

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SHAW INDUSTRIES INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
616 E. Walnut Ave., Dalton, GA 30721.

**WHEREAS**, SBBC desires to obtain goods and services from various vendors to provide flooring materials, related supplies and services; and

**WHEREAS**, VENDOR is currently under contract (the "Shaw/Sourcwell Contract") to provide flooring materials, related supplies and services with "Sourcwell," a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to its members and offers participation by all levels of government, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada; and

**WHEREAS**, pursuant to Rule 6A.1.012(6), Florida Administrative Code and School Board Purchasing Policy 3320, SBBC desires to utilize the "Shaw/Sourcwell Contract dated October 9, 2019 and awarded pursuant to RFP #080819 to procure flooring material, related supplies and services; and

**WHEREAS**, VENDOR agrees to provide flooring material, related supplies and services to SBBC at or below the same cost as the Shaw/Sourcwell Contract;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on the date of its approval by SBBC and conclude on October 11, 2023.

### 2.02 **Documents.**

2.02.01 The Contract Documents of this Agreement consist of the following documents. In the event of a conflict between documents, the priority of the documents shall be as follows:

- First: This Agreement;
- Second: The Shaw/Sourcwell Contract;
- Third: Addendum No. 7;
- Fourth: Addendum No. 6;
- Fifth: Addendum No. 5;
- Sixth: Addendum No. 4;
- Seventh: Addendum No. 3;
- Eighth: Addendum No. 2;
- Ninth: Addendum No. 1;
- Tenth: RFP #080819 Flooring Materials with Related Supplies and Services; and
- Eleventh: Responses to the RFP #080819 by VENDOR.

2.02.02 Any and all references to “Sourcwell” in the Shaw/Sourcwell Contract shall be replaced with “The School Board of Broward County, Florida.” The Shaw/Sourcwell Contract, inclusive of Addenda 1 through 7, the RFP and the Response to RFP, is attached hereto and incorporated herein as **Exhibit “A.”**

2.02.03 Any and all references to policies of Sourcwell shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Sourcwell Contract, Addenda 1 through 7, the RFP and the Response to RFP. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services.** Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of RFP #080819 awarded to VENDOR by Sourcwell. Goods and services include the purchase and/or installation of flooring materials with related supplies and services at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives a fully executed Purchase Order from the SBBC, which shall specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

2.04 **Pricing.** SBBC shall pay VENDOR for goods and services rendered under this Agreement at or below pricing contained within VENDOR's response to RFP #080819, and the terms, conditions, and specification of RFP #080819 set forth in the Shaw/Sourcewell Contract.

VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of purchases during the contract term. VENDOR may invoice SBBC at a lower price than the original bid price submitted in RFP #080819. SBBC may negotiate pricing with VENDOR to receive the best offer.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a fully-executed Purchase Order, and in accordance with the terms, conditions, and specification of RFP #080819 set forth in the Shaw/Sourcewell Contract.

2.06 **Invoices:** Delivery copies, packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with this contract and expedite the use of material. Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

- A. Purchase Order number
- B. Complete description of the items
- C. Itemized list prices
- D. Total dollar amount shall be net

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's Records, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as required under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of ten percent (10%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR, not to exceed the amount of such overcharges or unauthorized charges. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: **Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301**

With a Copy to: **Director, Physical Plant Operations  
The School Board of Broward County, Florida  
3810 NW 10th Avenue  
Fort Lauderdale, FL 33309**

To VENDOR: **Randa Thayer  
Shaw Industries Inc.  
616 E. Walnut Ave  
Dalton, GA 30721**

With a Copy to: **Corporate Legal Department  
Shaw Industries Group, Inc.  
616 E. Walnut Ave, Mail Drop 061-28  
Dalton, GA 30721**

2.09 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with

Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, brought by a third party against SBBC to the extent arising or alleged to have arisen out of the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Intentionally blank.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 Travel. In County travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result

of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (60) days written notice to cure the default. However, in the event said default cannot be cured within said sixty (60) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered (but not yet delivered) after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial



assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement with Shaw Industries Inc.

Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

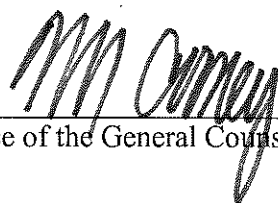
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

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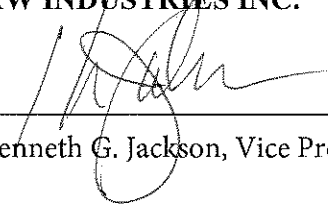


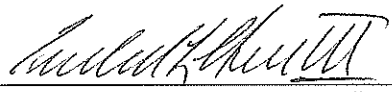
**FOR VENDOR**

(Corporate Seal)

**SHAW INDUSTRIES INC.**

ATTEST:

By   
Kenneth G. Jackson, Vice President

  
, Secretary

**FREDERICK L. HOOPER, III  
ASSISTANT SECRETARY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

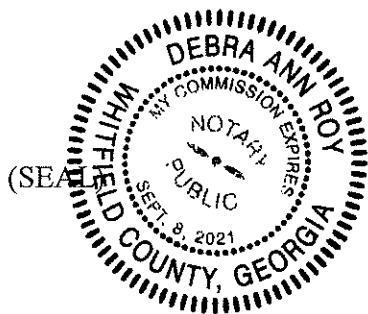
STATE OF Georgia

COUNTY OF Whitfield

The foregoing instrument was acknowledged before me this 16 day of  
March, 2020 by Kenneth G. Jackson of  
Shaw Industries, Inc., on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
Type of Identification  
identification and did/did not first take an oath.

My Commission Expires:



  
Signature – Notary Public

Printed Name of Notary Public  
**DEBRA ANN ROY  
Notary Public  
Whitfield County, State of GA  
My Comm. Expires Sept. 8, 2021**

\_\_\_\_\_  
Notary's Commission No.

# EXHIBIT "A"



**RFP #080819**  
**REQUEST FOR PROPOSALS**  
**for**  
**Flooring Materials, with Related Supplies and Services**

**Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>August 8, 2019, 4:30 p.m., Central Time</b> Late responses will not be considered.
<b>Opening:</b>	August 8, 2019, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL AND MEMBERS

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

*For Canadian entities:* This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
  - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
  - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
  - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
  - a. Indoor/outdoor athletic, recreational or sport surfaces; and
  - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
  - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly



operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

**VI. EVALUATION AND AWARD**

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.



Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

**Answer 1:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

**Question 2:**

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

**Answer 2:** It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

**Answer 1:** Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

**Question 2:**

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

**Answer 2:** It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would we be allowed to add additional products even after the contract has been awarded?

**Answer 1:** Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

**Question 1:**

What is required if a proposer elects to propose a product that deviates from industry standard?

**Answer 1:**

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

**Question 2:**

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

**Answer 2:**

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

**Question 3:**

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?



**Answer 3:**

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Is this contract inclusive of supplying to Canada, or is it optional?

**Answer 5:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

**Question 6:**

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

**Answer 6:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

**Question 7:**

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

**Answer 7:**

A request for modification to the Sourcwell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcwell, with the award notification.

**Question 8:**

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

**Answer 8:**

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

**Question 9:**

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

**Answer 9:**

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

**Answer 10:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 11:** Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

**Answer 11:**

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

**Answer 1:**

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

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End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

## I. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. **WARRANTY.** Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

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

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

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

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

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. Sourcwell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcwell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcwell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested

change, along with the requested change (e.g., addition, deletion, price change)

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

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

## 5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcwell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## 6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcwell contract number on all purchase orders. Members will be solely responsible for payment and Sourcwell will have no liability for



any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## 7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

- A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

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

- B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

ensure that the administrative fee is paid on all items purchased under this Contract.

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

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

#### 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

#### 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

- A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## 13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

## 15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### 17. FORCE MAJEURE

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

#### 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for Products-Completed operations  
\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## 21. COMPLIANCE

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## 22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs



operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

[  
Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
60FD2A139D06480...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.  
DocuSigned by:  
By: Darrien Munroe  
48D7E282A08A405...  
Darrien Munroe  
Title: Contract Specialist  
Date: 11/1/2019 | 7:42 AM CDT

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B0F017A046C...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 10/30/2019 | 8:31 AM CDT

# RFP#080819 - Flooring Materials with Related Supplies and Services

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## Vendor Details

Company Name: Shaw Industries, Inc.  
Does your company conduct business under any other name? If yes, please state: Shaw Contract, Patcraft  
Address: 616 East Walnut Avenue  
Dalton, 30721 GA  
Contact: Brande Poulnot  
Email: brande.poulnot@shawinc.com  
Phone: 770-387-7284  
Fax: 770-387-7856  
HST#: 35-2162582

## Submission Details

Created On: Monday June 17, 2019 15:26:31  
Submitted On: Thursday August 08, 2019 15:00:07  
Submitted By: Chaz Wolfenbarger  
Email: chaz.wolfenbarger@shawinc.com  
Transaction #: 0644f85d-f95f-4d53-9a23-6fb9a5a93f35  
Submitter's IP Address: 104.129.206.83

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706.532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

## Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
8	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting, We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

## Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Patcraft</p> <p>2019:</p> <ul style="list-style-type: none"> <li>- Best of Neocon Gold - Deconstructed Felt - Carpet Modular</li> <li>- Best of Neocon Gold - Handloom - Resilient</li> <li>- Metropolis Likes for Handloom</li> <li>- Buildings' Product Innovation for Deconstructed Felt</li> <li>- Interior + Sources HiP award for Subtle Impressions.</li> <li>- Coverage in Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekly, Floor Trends Magazine, Floor Focus, Green Operations, McMorro Reports, and Office Insight.</li> </ul> <p>2018:</p> <ul style="list-style-type: none"> <li>- Adex Platinum - Deconstructed Metal</li> <li>- Adex Platinum - Material Paradox</li> <li>- Adex Platinum - Subtractive Layers</li> <li>- Adex Gold - AdMix</li> <li>- Adex Gold - Isle of Skye</li> <li>- MetropolisLikes - Artefact</li> <li>- Best of NeoCon Silver - Dichroic - Carpet Modular</li> <li>- School Planning &amp; Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic</li> <li>- HiP Honoree Manufacturer: Seller - Megghan Hoyt</li> <li>- HiP Honoree Workplace: Flooring: Hard Surface - Woodtone</li> <li>- Product Innovations Merit Award (2nd Place) - Artefact</li> <li>- Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor</li> </ul> <p>2017:</p> <ul style="list-style-type: none"> <li>- Best of Neocon Silver - Hardsurface - Subtractive Layers</li> <li>- Buildings Product Innovation Grand Award (1st place) - Subtractive Layers</li> <li>- HiP Product Designer "Rising Star" - Kelly Stewart</li> </ul> <p>2016:</p> <ul style="list-style-type: none"> <li>- Best of Neocon Silver - Healthcare - AdMix</li> <li>- Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black</li> <li>- Nightingale Silver - Hard Surface - AdMix</li> <li>- Nightingale Silver - Resilient - Vinings</li> </ul> <p>Shaw Contract</p> <p>2019:</p> <ul style="list-style-type: none"> <li>- IIDA/HD Product Design Competition - Best Carpet/Rugs - Community</li> <li>- Contract's Best of NeoCon Award - Silver, Modular Flooring - Suited</li> <li>- Mixology Award - Product of the Year, Flooring - Inside Shapes</li> <li>- IIDA GlobalShop Product Design Competition - Best Flooring - Natural Choreography</li> </ul> <p>2018:</p> <ul style="list-style-type: none"> <li>- Metropolis Likes - Haven</li> <li>- Contract's Best of NeoCon Award - Gold, Modular Flooring - Haven</li> <li>- Healthcare Design's Nightingale Award - Gold, Modular Flooring - Haven</li> <li>- Interior Design Magazine HiP Award - Best Workplace Flooring - Inside Shapes</li> <li>- Interior Design Magazine's Best of the Year Award - Carpet - Inside Shapes</li> <li>- Dezeen's Product Award Longlist - Inside Shapes</li> <li>- IIDA/HD Product Design Competition - Best Resilient Flooring - Natural Choreography</li> <li>- Contract's Best of NeoCon Award - Silver, Hard Surface - Natural Choreography</li> <li>- Healthcare Design's Nightingale Award - Silver, Hard Surface - Natural Choreography</li> <li>- GlobalShop's Best Flooring and Best of Competition - Canvas</li> </ul> <p>2017:</p> <ul style="list-style-type: none"> <li>- IIDA/HD Product Design Competition Winner - Best in Flooring - Carpet - Off the Grid</li> </ul> <p>2016:</p> <ul style="list-style-type: none"> <li>- Best of NeoCon Silver Award - Carpet Broadloom - Modern Edit</li> <li>- NeoCon Editor's Choice Award - LVT - Modern Edit</li> <li>- Best of NeoCon Gold - Compose Design Tool</li> <li>- Architizer Award - The Studio/Painting</li> <li>- The Sleep Event BCFA - Product of the Year Award - Noble Materials</li> <li>- GlobalShop Best of Flooring - Noble Materials</li> </ul> <p>In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019.</p> <p>Corporate awards in 2017 are:</p> <ul style="list-style-type: none"> <li>- GE Ecomagination Leadership Award-Clear Path Recycling</li> <li>- GE Return on Environment Award-Clear Path Recycling</li> <li>- Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards</li> </ul>



		<ul style="list-style-type: none"> <li>— Market Transformation Leadership Award</li> <li>— Supplier Leadership Award</li> <li>- Floor Covering News Awards of Excellence - Environmental Leadership Award</li> <li>- USGBC LEED Gold: Shaw Contract - New York Showroom</li> <li>- USGBC LEED Silver: Shaw Contract - Atlanta Showroom</li> <li>- Selling Power magazine - 50 Best Companies to Sell For</li> <li>- eLearning! magazine - Learning 100</li> <li>- Training magazine - 2017 Training Top 125</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently on contract with Sourcewell as well as 6 other cooperatives. KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA  We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia.  Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have the following Government Purchasing Contract: GSA  Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367

**Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

## Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy: too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quathamer with Philadelphia Commercial will develop and implement the marketing plan for the Sourcewell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring, and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company green initiatives are:</p> <ul style="list-style-type: none"> <li>- Products designed to be recyclable and to use less material</li> <li>- Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste.</li> <li>- Simple recycling services for our customers</li> </ul> <p>Our progress is reported annually in our sustainability report at <a href="https://shawinc.com/Newsroom#Sustainability-Reports">https://shawinc.com/Newsroom#Sustainability-Reports</a>.</p> <p>Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral.</p> <p>To help our customers assess our products, we provide:</p> <ul style="list-style-type: none"> <li>*Health Product Declarations (health impact)</li> <li>*Environmental Product Declarations (environmental impact)</li> <li>*Declare Labels (showing our ingredients)</li> </ul>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our product certifications include:</p> <ul style="list-style-type: none"> <li>*Cradle to Cradle Certification by the Innovation Institute (carpet)</li> <li>*NSF 140 certification from ANSI (carpet)</li> <li>*Green Label Plus (air quality) from The Carpet and Rug Institute</li> <li>*FloorScore certification from SCS Global Services (for resilient)</li> <li>*SmartWay certification for the efficient use of fuel</li> </ul>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

## Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p><b>Material ONLY orders</b>  Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive.  SIS - creates a proposal and sends it to the customer / end-user for review.  If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS.  SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link.  Material is shipped to the customer.  SIS - Customer is invoiced and pays SIS per the invoice.</p> <p><b>Turnkey orders</b>  Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer)  Installation Vendor provides labor quote  SIS - creates a turnkey proposal and sent to the Customer / End-user  If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS.  SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link.  Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site)  SIS - work order and customer work release forms are sent to installation vendor  When the job is completed, the signed work order and customer work release are sent to SIS  SIS - pays the installation vendor  SIS - send the customer is invoiced and pays SIS per the invoice.</p> <p><b>Dealer Material ONLY</b>  The dealer sends the customer proposal for material and labor services (if needed).  The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell)  (Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide)  Dealer PO must have the following information:  - Sourcewell Member number and member name  - Shaw Industries Contract # 121715</p> <p>SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link.  Dealer is invoiced for Shaw material.</p> <p>We have four SIS points of contacts for different regions:</p> <ul style="list-style-type: none"> <li>- Melanie Taylor - Southeast, South Central, West Coast, HI &amp; AK <ul style="list-style-type: none"> <li>o Email: melanie.taylor@shawinc.com</li> <li>o Phone: 770-276-7502</li> </ul> </li> <li>- Rosio Hernandez - North Central, Northeast, and Northwest <ul style="list-style-type: none"> <li>o Email: rosio.hernandez@shawinc.com</li> <li>o Phone: 770-276-7511</li> </ul> </li> <li>- Crystal Zachery - New York &amp; Florida <ul style="list-style-type: none"> <li>o Email: crystal.zachery@shawinc.com</li> <li>o Phone: 706-276-7509</li> </ul> </li> <li>- Farrah Finley - Canada <ul style="list-style-type: none"> <li>o Email: farrah.finley@shawinc.com</li> <li>o Phone: 770-276-7505</li> </ul> </li> </ul>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we do accept a P-card. There is a fee of 2%

## Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract; however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.

## Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

## Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

## Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	We show our members how our products contribute to health, quality of life and well-being by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at <a href="https://shawinc.com/Newsroom#Sustainability-Reports">https://shawinc.com/Newsroom#Sustainability-Reports</a>
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

## Exceptions to Terms, Conditions, or Specifications Form

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
Section 8(A)	"A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	"A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).



Section 8(B)	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, flooring Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible items purchased under this Contract in accordance with the terms of this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.</p> <p>Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "</p>
Section 11	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>
Section 12	<p>Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p>	<p>"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p> <p>Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law. Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."</p>

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2018 Berkshire Hathaway Inc.pdf - Friday August 02, 2019 14:29:07
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 07, 2019 15:41:29
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - SC PC PCC Warranties -.pdf - Wednesday August 07, 2019 10:47:26
- [Pricing](#) - Shaw Soucewell Pricing 8-9-19.xlsx - Thursday August 08, 2019 14:59:00
- [Additional Document](#) - Sourcewell Exception . Modification (Shaw 8.2).xlsx - Thursday August 08, 2019 11:41:09

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services</b> Fri July 26 2019 02:21 PM	✓	..
<b>Addendum_6_Flooring Materials with REalted Supplies and SERVICES_RFP080819</b> Mon July 22 2019 01:46 PM	✓	..
<b>Addendum_5_Flooring Materials with RElated Supplies and Services_RFP080819</b> Tue July 16 2019 04:11 PM	✓	..
<b>Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819</b> Tue July 16 2019 08:49 AM	✓	..
<b>Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819</b> Mon July 15 2019 03:56 PM	✓	..
<b>Addendum_2_Flooring Materials with Related Supplies and Services_RFP_080819</b> Wed July 10 2019 03:01 PM	✓	..
<b>Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819</b> Tue July 2 2019 03:34 PM	✓	..