



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.

#### 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, 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 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, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcewell, unless such potential member is already a member of another group purchasing organization or similar organization. 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 and/or their authorized purchasing agent, contractor, or similar designee 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.

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. 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 Sourcwell and Member inquiries; and
- ☐ Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell 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 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

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: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.  
DocuSigned by:  
By: Darrien Munroe  
48D7E282A6BA405...  
Darrien Munroe  
Title: Contract Specialist  
Date: 11/1/2019 | 7:42 AM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
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 Quathamier 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.  We have four SIS points of contacts for different regions:  - Melanie Taylor - Southeast, South Central, West Coast, HI &amp; AK  o Email: melanie.taylor@shawinc.com  o Phone: 770-276-7502  - Rosio Hernandez - North Central, Northeast, and Northwest  o Email: rosio.hernandez@shawinc.com  o Phone: 770-276-7511  - Crystal Zachery - New York &amp; Florida  o Email: crystal.zachery@shawinc.com  o Phone: 706-276-7509  - Farrah Finley - Canada  o Email: farrah.finley@shawinc.com  o Phone: 770-276-7505</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?	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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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 Sourcewell 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 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.	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 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.)	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 wellbeing 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 s 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		--