

**Solicitation Number: 061323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Integrated and Turf Solutions, Inc., 616 E. Walnut Ave., Dalton, GA 30721 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Flooring Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

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

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER 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.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, Participating Entity 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, 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 Supplier Development 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 material change to applicable duties, taxes, tariffs, similar charges, or other government action. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will use commercially reasonable efforts to encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities 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. Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities 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. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall not be liable

hereunder for any indirect or consequential damages of any nature whatsoever, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have sixty (60) calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

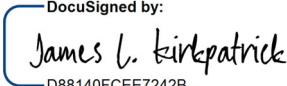
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/4/2023 | 2:10 PM CDT

DocuSigned by:

D88140FCEE7242B...
By: _____
James L. Kirkpatrick
Title: Vice President
Date: 8/7/2023 | 4:23 AM PDT

Approved:

061323-SII

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/7/2023 | 6:57 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Shaw Integrated and Turf Solutions, Inc.

Does your company conduct business under any other name? If yes, please state: Shaw Integrated Solutions

Address: 616 E. Walnut Ave.
Dalton, Georgia 30721

Contact: Nick Peters

Email: nick.peters@shawinc.com

Phone: 202-315-8162

HST#: 874486016

Submission Details

Created On: Thursday May 11, 2023 09:00:03

Submitted On: Tuesday June 13, 2023 08:17:35

Submitted By: Nick Peters

Email: nick.peters@shawinc.com

Transaction #: fce40d84-f674-46db-b1b3-92744fe5d2fc

Submitter's IP Address: 136.226.3.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Integrated and Turf Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4BU82	*
5	Proposer Physical Address:	616 E Walnut Ave. Dalton, GA 30721	*
6	Proposer website address (or addresses):	www.shawcontract.com www.patcraft.com www.philadelphiacommercial.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James L. Kirkpatrick Vice President jim.kirkpatrick@shawinc.com 706-532-2913	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Peters VP of Healthcare and Public Sector Global Accounts Nick.peters@shawinc.com 202-315-8162	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lindsay Waters Government & Education Business Solutionist - Shaw Integrated Solutions lindsay.waters@shawinc.com 770-276-7504	

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

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	We offer a variety of products to you including: - Carpet tile - Broadloom - LVT - Resilient sheet - Engineered hardwood - Ceramic tile - Porcelain tile - Flooring hybrids - Rugs - Walk-off mats - Accessories and Adhesives Additionally, we provide you with seamless turnkey services through our project management division, Shaw Integrated Solutions (SIS). They have managed more than 150,000 projects since the division's inception in 2001. Through this group, you will be assigned a single point of contact who will manage your orders, shipments, inventory and reporting.	*
11	What levels of service (material only, turnkey, other) are being proposed?	We will provide you with material and turnkey labor services through our project management division, Shaw Integrated Solutions.	*
12	Does the response include installation services?	Yes.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Please see below responses.	
14	How does the Participating Entity select an installer?	We partner with an installer based on their level of service and performance quality. Shaw has a diverse portfolio of installation providers from various socio-economic statuses. In order to continuously support new business and meet the needs of our customers, we frequently add new installation partners to our portfolio. Shaw's installation providers are required to have the following: • Active insurance policy with minimum coverage requirements • Warranty on labor • Jobsite code of conduct • E-verification of employees	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Shaw's installation services are managed by Shaw Integrated Solutions (SIS). SIS works with more than 500 installation providers across the country. SIS makes every effort to partner with installation providers that have established relationships with the end user. Prior to utilizing the installation provider, they are thoroughly vetted by SIS. Each installation provider must certify their strict compliance with Shaw's installation instructions and Carpet & Rug Institute (CRI) guidelines. The CRI guidelines are the industry's gold standard for commercial carpet installation. Each installation provider is required to have a minimum of five years of experience in commercial carpet installation. They are also required to obtain any government licenses, permits, certificates and approvals necessary for the performance of this contract. All installation providers are required to maintain current insurance coverage, comply with E-Verify requirements & must provide SIS with current contractor license numbers and expiration dates (as applicable) on each proposal submitted to SIS for service under the contract.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We aim to make purchasing and project completion easy for your members. We can service Sourcewell members without needing additional paperwork by utilizing our SIS division. SIS will internally manage the completion of proper documents for our installation partners and authorized sellers. Examples of these forms are attached.	*

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

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	☒ Yes ☐ No	
18	Ceramic	☒ Yes ☐ No	Shaw's ceramic flooring offering will be available in 2024.
19	Porcelain Tile	☒ Yes ☐ No	Shaw's porcelain flooring offering will be available in 2024.
20	Wood	☒ Yes ☐ No	We offer engineered wood.
21	Hardwood	☐ Yes ☒ No	
22	Laminate	☐ Yes ☒ No	We offer commercial grade resilient LVT
23	Rubber	☐ Yes ☒ No	
24	Vinyl	☒ Yes ☐ No	We offer commercial grade resilient LVT.
25	Broadloom	☒ Yes ☐ No	
26	Carpet Tile	☒ Yes ☐ No	
27	Epoxy	☐ Yes ☒ No	
28	Flooring hybrids	☒ Yes ☐ No	
29	Floor mats	☒ Yes ☐ No	
30	Rugs	☒ Yes ☐ No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

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

Line Item	Question	Response *	
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34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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 value the buying power of Sourcewell and that value is reflected in the pricelist we created. It includes line-item discounts generated to be competitive while delivering the best value to the member. To simplify our extensive offering, we have created a special price list that is easy for you and your members to understand that includes columns for the list price, the discount, and the member price. Additionally, we have included the product name and style number but not a specific SKU; a SKU would be specific to the selected color, and there is no price change based on color.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Shaw works with more than 500 flooring installation providers nationwide to provide turnkey services for our customers. We communicate with our installation providers on a regular basis to ensure that we are providing our customers with labor rates which are both competitive in the local market and sustainable for our installation providers. We have divided the country into 5 distinct regions to provide competitive, local labor rates for all of the customers within any given region. Our labor rates are based on the unit of measure for each individual service required for a job. We work with our installation providers to ensure that the unit-based pricing meets any hourly prevailing wage requirements. In the event where prevailing wage requirements exceed the maximum labor rates on the contract, we have a supplemental benefits line to compensate the installation providers any difference to meet their prevailing wage requirements.	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Your proposed products are priced with a percentage discount from list price. The percentage discount range is 17.73-39.41%	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing contains a 17.73-39.41% discount range. Additionally, volume discounts may be considered case by case.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At Shaw, we strive to meet our client's ever-changing demands. Sometimes this means we must find innovative solutions, products, and services to complete a project. If Shaw or SIS does not have a viable solution, we will work diligently with our service partner to source one. In this case, we would offer a cost-plus model to stay within fair market value.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The proposed pricing is not inclusive of use tax which is imposed upon the contractor for turnkey installation as this can vary depending on the project location. For these projects, Shaw will seek reimbursement of the use tax paid from the Participating Entity. Additionally, Accessorial Fees are required additional freight charges that can be applied for any of the following reasons: • Residential Delivery - \$300.00 + Standard Freight Charges • Job Site Fees - \$75.00 + Standard Freight Charges • Liftgate - \$75.00 + Standard Freight Charges • Pallet Jack - \$75.00 + Standard Freight Charges • Redelivery - \$75.00 + Standard Freight Charges • Storage Fees - \$10.00 per piece/roll/tube/pallet per week after 2 weeks (10 business days) in warehouse. Job Site Fees A job site fee will be charged for any non-standard delivery. These charges will be applied as follows: \$75.00 will be charged for the initial delivery. Additional fees of \$55.00 per hour could apply if the delivery is delayed and will be left to the discretion of the regional distribution center management. • Examples: New construction, apartment complexes, hotels, restaurants, etc.	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The cost of freight is not included in the provided material prices. Freight is calculated per unit of measure based on the following parameters: • Truckload or Less-than-a-Truckload per shipment • Location (zip code) • Delivery dates • Base rate with fuel surcharge or fixed fee • If fixed fee, length of time rates is to be held	*

41	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.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If an area is determined to not be accessible with a Shaw truck, the Shaw RDC can set up a "hot shot" carrier which is a smaller box truck for an additional cost to the customer. Expedited deliveries can be arranged for additional charges.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. We accept the following payment methods: • Check • Credit card • Wire transfer	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any leasing or financing options available.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For each project, Shaw will provide the customer with a formal proposal/quote outlining all of the project details and pricing. Each proposal contains terms & conditions of sale that are necessary for a successful turnkey project. Any additional transaction documents required by the customer will be managed on a project-by-project basis. We have included an example project proposal with our submission.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Shaw does take P-Cards as a form of payment. There is a 2.5% processing fee required unless otherwise determined by state law.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Before installation partners are able to sell to a Sourcewell member, Shaw requires them to sign a dealer participation agreement agreeing to abide by the terms of the Sourcewell contract. Each authorized installation partner is required to place their orders through Shaw Integrated Solutions (SIS) to ensure contract compliance and the correct pricing is used. This process also ensures that the orders are properly coded for reporting and the accrual of the required administrative fee is included.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track the following metrics to measure whether we are having success with the contract: • On time in full metrics • Contract compliance • Quality of installation • Accurate reporting of sales • Accurate rebate payment • Success of promoting contract to increase contract use • Customer satisfaction survey • Sustainability metrics (landfill diversion, reclamation)	*
49	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.)	The proposed administrative fee is 2%.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company, a small business that tufted scatter rugs. In 1967, Shaw developed a holding company to purchase Philadelphia Carpet Company, established in 1846. Within a year, Shaw included Star Finishing in the portfolio, marking the company's first move into carpet manufacturing. By 1971, the holding company had gone public as Shaw Industries, Inc. Shaw began a new chapter in its history in 2001. It became a wholly owned subsidiary of Berkshire Hathaway, Inc. Today, Shaw has more than 20,000 associates worldwide, bound by a shared vision to create a better future for our people and our customers. Our mission, "Great People. Great Products. Great Service. Always.", has driven us to dive deeper to create top flooring solutions that will serve our customer's needs. Combining deep market knowledge with new ways of thinking, we drive innovation into our business and set the standard for next-generation manufacturing. Shaw supplies carpet, resilient, hardwood, laminate, tile and stone flooring products, and synthetic turf to residential and commercial markets worldwide. Shaw's headquartered in Dalton, Ga., with offices throughout the U.S., Australia, Belgium, Brazil, Canada, Chile, China, India, Mexico, Singapore, United Arab Emirates, and the United Kingdom. These communities are home to our salesforce and brand showrooms. Voted Forbes' 2023 Best Employer for Diversity, Shaw is proud to foster an inclusive work environment that empowers our associates to create a better future for our people, customers, and communities.
51	What are your company's expectations in the event of an award?	We hope to be Sourcewell's first, best choice for all future flooring projects. Our vast network of more than 400 Account Managers will stay in communication with you to keep you updated on any new flooring products, solutions and trends that would benefit your flooring program.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a financially secure, wholly owned Berkshire Hathaway subsidiary with \$7 billion in annual revenues and more than 56 years of experience. We have attached Berkshire Hathaway's annual report with our response. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you.
53	What is your US market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across the US. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Shaw will be more than happy to provide our market share with a fully executed NDA.
54	What is your Canadian market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across Canada. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Due to being a privately held subsidiary of Berkshire Hathaway, we are unable to share our Canadian market share. However, Shaw will be more than happy to provide our market share with a fully executed NDA.
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
56	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 a flooring manufacturer and flooring installation service provider. We employ hundreds of full-time associates throughout North America who can provide you with on-site assistance, product consultation and any updates about flooring solutions we can provide you with. We also provide installation and project management services through our Shaw Integrated Solutions (SIS) team. They utilize our nationwide network of thousands of dealer partners to provide quality installation services. Our depth of service after the sale includes: • More than 400 Account Managers for local support in your member's regions • Customer service phone support • Technical service phone support • On-site technical service and training • On-site maintenance training • Online maintenance and installation guidelines • Online video training guidelines • Industry leading warranties
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	Please see below for a list of rewards from the last five years: 2023: - America's Greatest Workplaces for Diversity - Best Employer for Diversity - Dealer's Choice - Silver Edison Award - Supplier Best Product Award - Trailblazer Award 2022: - Trailblazer Award - Award of Excellence - Best Employer for Diversity - Dealer's Choice - Great Place to Work® Canada - GreenStep Award - International Winner - GreenStep Award - People Winner - GreenStep Award - Pinnacle Honoree (Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0.) - GreenStep Award - Product Honoree (Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles) - Innovation by Design Award - ReCo - Carpet (Shaw voted #1 in 7 out of 8 categories including service, quality and consumer preference.) - ReCo - Hardwood (Shaw voted #1 in all categories including service, quality and consumer preference.) - ReCo - LVT/ Rigid Core (COREtec voted #1 in 6 of 8 categories including quality, service and consumer preference. Shaw Floors voted #1 in price and product availability.) - Shipper of Choice - St. Jude Organizational Support Award 2021: 50 Best Companies to Sell For - A+ Product Finalist, Sustainable Design - A+ Product Winner, Commercial & Residential Carpet - A+ Product Winner, Healthcare - Award of Excellence (Carpet, LVT, Hardwood, WPC/Rigid Core, Hybrid) - Best of NeoCon Gold, modular carpet category - Best of NeoCon Silver, broadloom carpet category - Best of NeoCon Silver, modular carpet category - Best of NeoCon, innovation category - Best of NeoCon, sustainability category - Business Leader Award - Shaw Contract - Dealer's Choice - GreenStep Award - International Winner (tie) - GreenStep Award - People Honoree - GreenStep Award - Pinnacle Winner - GreenStep Award - Practice/Process Winner - ReCo - Carpet, Hardwood, LVT/Rigid Core 2020: 50 Best Companies to Sell For - #16 - America's Best Employers for Diversity 2020 - #454 - Award of Excellence (Shaw brands voted best overall in carpet, hardwood and luxury vinyl tile) - GreenStep Environmental Awards Program - Top 250 Design Survey - Second Place - Top 250 Design Survey - Service: Shaw Contract 3rd Quality: Shaw Contract 1st Design: Shaw Contract 1st Performance: Shaw Contract 3rd Value: Shaw Contract 4th - Top 250 Design Survey - Shaw Contract 1st in Service, Quality, Design, Performance, and Value - Top 250 Design Survey -Carpet: Shaw Contract 1st Ceramic Flooring: Shaw Contract 4th Resilient Flooring: Shaw Contract 2nd - WELL Platinum

		2019: • 50 Best Companies to Sell For • America's Best Employers for Diversity • GreenStep Award - People Winner • GreenStep Award - Pinnacle Winner (tie) • GreenStep Award - Practice/Process Winner • Innovative Vendor Partner of the Year • IIDA/HD Product Design Competition – Best Carpet/Rugs – Community • Contract's Best of NeoCon Award – Silver, Modular Flooring – Suited • Mixology Award – Product of the Year, Flooring – Inside Shapes • IIDA GlobalShop Product Design Competition – Best Flooring – Natural Choreography	
59	What percentage of your sales are to the governmental sector in the past three years?	2020: 7% 2021: 6% 2022: 6%	*
60	What percentage of your sales are to the education sector in the past three years?	2020: 14% 2021: 14% 2022: 13%	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have the following state contracts with the below ranges of sales volumes: • Kentucky: \$700,000 - \$800,000 per year • Massachusetts: \$30,000 - \$40,000 per year • Pennsylvania: \$800,000 - \$900,000 per year • Alaska: \$500,000 - 600,000 per year • Connecticut: \$125,000 - \$150,000 per year • Florida: \$8,500,000 - 9,000,000 per year • Iowa: \$50,000 - \$60,000 per year • Louisiana: \$40,000 - \$50,000 per year • Michigan: \$3,500,000 - \$4,000,000 per year • Missouri: \$200,000 - \$250,000 • New Jersey: \$950,000 - \$1,000,000 per year • New York: \$750,000 - \$1,000,000 per year • North Carolina: \$3,300,000 - \$3,500,000 per year • Ohio: \$5,000,000 - \$5,100,000 per year • Oregon: \$4,200,000 - \$4,500,000 per year • Tennessee: \$650,000 - \$700,000 per year • Utah: \$2,700,000 - \$3,000,000 per year • Washington: \$35,000 - \$40,000 per year	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently on contract with Sourcewell, as well as the following entities: • 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 • CMAS • OMNIA • Texas Buyboard • IPHEC The above entities do not publish sales figures and have entrusted us to maintain their confidentiality. We are committed to maintain the integrity of all our confidentiality agreements with these entities and are unable to share this information without an executed NDA.	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sourcwell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	This varies per order	2022: \$22,163,764.95 2021: \$21,067,551.36 2020: \$18,153,195.83	*
State of Florida	Government	Florida - FL	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	*
State of Georgia	Government	Georgia - GA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
University of California	Education	California - CA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
County of Riverside	Jamie Garcia	951-204-9876	*
GP Land Corporation	Josh Reinhard	585-637-2828	*
State of Florida	Joseph Thomas	850-488-8367	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
65	Sales force.	Shaw Industries has been named in Selling Power magazine's 50 Best Companies to Sell For in 2022, marking the 19th consecutive year. We are proud to have been ranked No. 10 and are the only flooring company recognized in the top 20. Our salesforce includes more than 400 account managers throughout North America and Canada, led by Regional and Divisional Vice Presidents and supported by our National and Global Account Specialists. Most of our account managers have been with Shaw since the conception of our commercial brands with over 20 years of commercial flooring expertise, and our new sales associates are provided robust training throughout their careers. For 19 consecutive years, Shaw has received Training magazine's Training APEX Awards (formerly known as Training 100)! Our field hire and new hire training ensures your clients receive the highest service level. While our team is highly trained and knowledgeable, we also offer additional resources in technical support, product maintenance, digital tools, marketing materials, warranty services, and sustainability innovation. With the client experience as a top priority, our sales force is positioned in all local markets to support members of all sizes.	*
66	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating service providers for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation, Shaw will hire vetted installation providers to complete the project.	*

67	Dealer network or other distribution methods.	Shaw has more than 500 installation partners located throughout North America. If turnkey service is requested, we will select the dealer based on their ability to provide all of the necessary services for the specific project. With more than 20,000 dealer partners, we are able to pick the best dealer for your members' projects. Additionally, Shaw owns and operates the largest private trucking fleet in the flooring industry comprised of 800 trucks and 3,000 trailers. We also have distribution centers located across North America allowing us to stock material in closer proximity to your member's project locations.
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68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	When you select Shaw and the project management services we are proposing, you receive a streamlined order process. Working with you, we will develop standards to ensure branding consistency. You receive a dedicated single point of contact (SPOC) who will manage all of your orders and shipments who is an expert on your account. 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: Material Only Orders • Customer emails SIS with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. • SPOC will create a proposal to send to the customer for review. If the proposal is accepted, the customer will now issue a formal purchase order back to their SPOC. • SPOC will process the order and email the customer with an order confirmation and live order tracking link. Material is shipped to customer. • Customer is invoiced and pays Shaw Integrated Solutions (SIS) per the instructions on the invoice. Turnkey Orders • Customer emails SPOC with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. The installation vendor can send this as well if they are working directly with the customer. • Installation vendor provides labor quote. • SPOC creates a turnkey proposal and sends to the customer. If the customer accepts the proposal, the customer will issue a formal purchase order and send it back to the SPOC. • SPOC 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. • SPOC sends installation vendor the work order and work release forms. • Once job is complete, the signed work order and customer work release are sent to SIS. • SIS pays the installation vendor. • SPOC sends the customer their invoice and customer pays invoice per instructions on the invoice. Dealer Material Only Orders • 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 # • 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 six SIS points of contacts for different regions: - Chad Cloer - Central Email: chad.cloer@shawinc.com Phone: 706-532-7411 - Rosio (Rosie) Hernandez - Southeast Email: rosio.hernandez@shawinc.com Phone: 770-276-7511 - Crystal Zachery - New York & Florida Email: crystal.zachery@shawinc.com Phone: 706-276-7509 - Sarah Pickett - Western Canada Email: sarah.pickett@shawinc.com Phone: 706-532-7481 - Shelli Warren - California Email: shelli.warren@shawinc.com Phone: 706-428-3293 - Sean Carter - Northeast Email: rahsean.carter@shawinc.com Phone: 706-532-7568
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69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Shaw has long-term relationships, some spanning more than 25 years, with more than 500 dealers and subcontractors across North America. We work closely with them, so we are able to select which dealer or subcontractor is best to choose for your members installation projects.	
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Shaw's responsibility to provide our clients with excellent product is only matched by our dedication to provide outstanding service. Our customer service mission is to be a world-class customer service organization driven to exceed customer expectations. From the pre-order process through installation and aftermarket service, Shaw representatives are available to assist every step of the way. Customer Service Hours and Access Each client has access to Shaw's customer service team by phone, Monday through Friday, between the hours of 8:00 am and 8:00 pm Eastern Time, as well as via Shaw Online – an internet portal from which account information can be accessed and orders placed and tracked. Shaw Online is available 24 hours a day, 7 days a week. Additionally, we assign a dedicated contract team that will work closely with Sourcewell to ensure contract compliance, accurate reporting, and updated product lists to ensure your members have access to all Shaw's flooring products and installation services.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide products and services to your members in the United States.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the United States, with the exception of installation services.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve all areas in the United States or Canada through the proposed contract.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contract requirements for Hawaii, Alaska and US Territories are the same as the contiguous United States. However, full turnkey services are unavailable for these areas.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our commercial division is comprised of three brands - Patcraft, Philadelphia Commercial and Shaw Contract. The brands will develop and implement our proposed Sourcewell strategy in their respective markets. As part of our strategy, we will provide tools and resources for our sales team to drive contract growth. To execute, each brand will leverage a variety of marketing vehicles including: • Email marketing • Internet advertising • Print advertising • Marketing collateral • Social media • Public relations • Trade show exhibitions and in market events • Personal sales calls and presentations • CEUs • Visualization support Additionally, we will conduct regular training for Sourcewell contractors, installers, and/or dealers to expand installation support for contract customers. The training will also include the benefits of working with Sourcewell members and ensuring contract compliance.
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our digital brand channels for your marketing plan. This will include social media platforms, email blasts and brand websites. We track metadata for our media marketing outlets to determine the most effective content, ensuring we are using the best channels for your contract marketing. See attached marketing plan for more detailed information.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We ask that Sourcewell continue our proven partnership by providing access to Sourcewell members, information about potential members, email lists, usage reports, access to leads and cross-promotion of websites. In addition, host collaborative trainings for our internal sales teams and external dealer partners to increase contract knowledge. Sourcewell is integrated into our onboarding and continuing education of our sales force. The contract, training resources and marketing materials are available on our internal websites for ease of access. Brand specific marketing support is available via our Directors and Marketing Managers.
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When you order product from Shaw, you receive exceptional service and benefits. We provide your members with free maintenance and installation training upon request. Our team of technical experts is available to provide on-site installation and maintenance training if your members request it. We also have hundreds of free video tutorials on YouTube that are available for members and installers alike. Additionally, we provide detailed written guidelines that can be downloaded directly from our websites. These available services benefit your members by allowing them easy access to resources that help them with any installation or service question they may have.

82	Describe any technological advances that your proposed products or services offer.	Shaw is a partner who will bring innovation to your member's flooring program. We provide a continuous stream of game-changing products and services such as: Products ReWorx - Hybrid Flooring Platform Designed with the end in mind. ReWorx, a new, innovative flooring made from post-consumer PET bottles, is the first collection to launch on the flooring platform. This hybrid flooring solution combines the durability of a hard surface with the comfort of a soft surface. A total PET product that can be reused and recycled back into itself, ReWorx merges innovation in product performance, materiality and circularity. PVC Free Flooring Options We positively impacted the planet with our EcoWorx Tile, which was the first safe alternative to PVC carpet tile in the industry and we have not stopped moving forward. Our bio-based resilient tile and sheet represent a new and innovative flooring platform. Composed of bio-based polyurethane material, these products are easy to install and have seamless transitions. With no PVC, ortho-phthalate plasticizers or solvents, these products are Cradle to Cradle Certified® Silver. They achieve the highest Martindale rating to scratch resistance. Ecosolution Q100 A high-performance solution-dyed nylon fiber, Ecosolution Q100™ is made with 100% recycled content allocated from waste minimization and collection efforts. This Nylon 6 fiber is engineered to reduce the visibility of dirt and soil while retaining color and appearance. With more than 200 color options, this fiber offers expansive visual options that deliver durability and ease of maintenance. Dry Adhesive LokDots is a pressure-sensitive adhesive for the installation of EcoWorx carpet tile. This odorless system provides an alternative to wet adhesive, virtually eliminating the issue of Volatile Organic Compounds (VOCs), and providing ease and versatility of installation. Solutions Moisture Management Systems We help your members mitigate risks through a portfolio of moisture solutions. Our products solve moisture issues in your concrete slabs and provide assurance that your flooring will not be damaged in incidents involving moisture. We are the only manufacturer to warrant from the subfloor to the finished product, making us an ideal single source for your flooring solutions. Our comprehensive portfolio allows us to work with you to address your member's specific needs from basic to extreme conditions. Our moisture treatment solutions are backed with a 10-Year Commercial Limited Warranty. Sound Advisor We are excited to be able to assist your members achieve quieter offices and facilities. We completed hundreds of sound tests to develop Sound Advisor, which allows you to hear how flooring will sound in your spaces. As sound experts, we help you determine the effect flooring has on sound in your facilities and select the best flooring option to reach your desired IIC rating. Visualization Services From installation methods to visualizing color schemes in a floor plan, to understanding the amount of flooring material needed for an installation, Shaw's Visualization Services team is available to create complementary rendering files based on floor plans, design inspirations or sketches you provide. 2D renderings can be created to show how Shaw's products will look in your space (either a specific zone or the entire floor plate). Product placement is tailored to your plans and spaces to highlight focal points and create way finding.
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83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	We know that people are conscious about making smart choices and having a positive impact on the planet. For more than two decades, we have been committed to sustainable practices through our commitment to Cradle to Cradle principles. We track and measure our significant environmental impacts, which include water stewardship, material health, product circularity, renewable energy and carbon management, as well as social fairness. • Material Health: The Cradle to Cradle Certified® Products Program ensures our products are made from ingredients the standard deems safe and healthy. • Product Circularity: Our re[TURN]® Reclamation Program allows your members to return your EcoWorx, ReWorx and Shaw-made resilient flooring at the end of its useful life to divert from the landfill and provide us with the means to continue the cycle of creating new products out of old. • Renewable Energy & Carbon Management: Shaw's commercial carpet manufacturing operations worldwide are carbon neutral and we offer carbon neutral product collections. • Social Fairness: We support fair labor and human rights principles. No matter where or by whom a product or ingredient is made, operations are held to the same high standards. Annually, we report our progress on these initiatives in our Sustainability Report. You may view these reports at: https://shawinc.com/Newsroom#Sustainability-Reports	*
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Shaw, we are keenly focused on the material health of our products and adopted the Cradle to Cradle® design philosophy more than 20 years ago and today almost 90% of the products Shaw makes are Cradle to Cradle Certified®. We have the most Cradle to Cradle Certified® product platforms of anyone in the flooring industry. We aim to know as much as possible about our products and their ingredients. The Cradle to Cradle Certified® Products Program helps us ensure that every ingredient in our products are assessed down to 100 ppm, or 99.99% of the ingredient's composition by a 3rd party toxicologist that not only assesses what is in the materials but also the risk of those ingredients to both people and the environment to 24 different end points. While we have not conducted product testing specific to Polychlorinated biphenyls (PCBs), we are confident that our products are PCB-free down to 100ppm based on assessment of our raw materials and we do not expect any PCBs below the 100 ppm threshold. We understand that sound affects how we feel, work, sleep and learn. At Shaw, we extensively researched, tested and patented the award-winning acoustics tool — Sound Advisor®. This tool is not limited to any one product category and provides you with data and a sound file that lets you actually hear the difference between all of your flooring options. By bringing science-based decision making to building design, room design and product selection, Shaw empowers Sourcewell and its member entities to make the right choice for your needs.	
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our awards, our partnerships, our vast Cradle to Cradle Certified® product offering and our sustainability certifications speak to Shaw's excellent environmental performance and we are humbled to be part of a larger movement leading the way in this arena. The following serve as examples of third-party verification of our performance: Product Certifications: • Cradle to Cradle Certified® • NSF 140 • CRI Green Label Plus • FloorScore Certified® • Declare • Health Product Declaration • Environmental Product Declaration Awards and Recognition: In 2022, Shaw was recognized at Floor Covering Weekly's annual GreenStep awards, which recognize the flooring industry's contributions to sustainability. We earned the following awards: • International Winner - Recognized for the introduction of ComfortWorx™ carpet tile which utilizes 90% post-consumer PET plastic bottles and is manufactured at Shaw's Scotland manufacturing facility (Plant SQ). • People winner - Recognized for Shaw's commitment to fostering an inclusive and diverse culture as supported by seven Associate Resource Groups, including the most recent addition of Mosaic. • Pinnacle Honoree - Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0. • Product Honoree - Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles. • Promotion Honoree - Recognized for promotion of events that bring together professionals from all aspects of the built environment to learn and share.	*

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	As a privately-held subsidiary of Berkshire Hathaway, Inc., we do not qualify as a minority enterprise. However, we do strive for diversity and inclusion within our supplier base. We believe partnering with diverse suppliers is a strategic advantage that will drive innovation into our business, open new markets for growth and allow us to continue to meet our customers' expectations. Shaw provides equal access to purchasing opportunities to all qualified suppliers by promoting supplier participation reflective of Shaw's diverse customer base and business communities. Our target is 25% to 30% of Shaw's allowable spend (domestic spend in categories in which we have diverse suppliers from which to choose). We have a Supplier Diversity manager, who along with our Global Sourcing team, tracks our diverse spend. We report our performance on a quarterly basis and each year, deliver a plan outlining our upcoming goals and efforts.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of our biggest strengths and differentiators is to be able to provide you and your members with exceptional, consistent service. Our customer satisfaction and on-time-in-full (OTIF) metrics are among the most favorable in the industry. We propose a Shaw support team for Sourcewell members centered on a single point of contact who will handle all of your quotes, orders, requests and purchases around North America. This level of individualized service provides you with single-source accountability and allows us to quickly deliver product and service to all of your locations. We provide this through our Shaw Integrated Solutions (SIS) turnkey and project management division. We can also handle your flooring projects from start to finish in the U.S. with full turnkey service by helping your members select the perfect installer from our network of professional service providers. We vet these installation providers and have long-term relationships with many of them, ensuring seamless service. We can provide you with MWBE and other diverse installation partners to support your diversity goals in many markets. We own and/or control the majority of our supply chain, manufacturing, distribution, customer experience and recycling processes. As the most vertically integrated carpet manufacturer, we provide you with consistency through a single high-quality standard and competitive pricing regardless of our manufacturing location. We provide a full line of flooring products and services for all of Sourcewell's participating entities needs, including carpet tile, resilient tile and sheet, engineered hardwood, ceramic and porcelain, and adhesives and accessories. Additionally, Shaw offers specialized design services that are tailored to meet your member's needs. We provide tiered services and one-on-one resources to help Sourcewell members design their spaces and transform the way they work. Options of these services include: • Project design collaboration - 3D visualizer tools • Visualization Services - 2D/3D renderings, estimating and budgeting • Custom design - Create one-of-a kind flooring products • Product palettes • Digital/physical presentation packages • Space design consultation • Floor plan ideas	*

Table 14A: Warranty

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

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties for each of your proposed products. The specific coverage will vary based on product type. For your carpet tile products, Shaw provides a Lifetime Commercial Limited Warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Acid-based stains (the most common) Delamination (separation of fiber and backing) Static (prevents static build up) Tuft bind (yarn will not pull out or zipper) Dimensional stability (carpet tile will remain square) Colorfastness to light and atmospheric contaminants (will not fade) Edge ravel For your broadloom products, we provide a non-prorated warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Static (prevents static build up) Stain Colorfastness to light and atmospheric contaminants (will not fade) Tuftbind/Zippering Delamination For your proposed resilient products, Shaw provides a non-prorated warranty covering: Manufacturing defects Wear (normal foot traffic will not wear through the pattern layer of the product) In addition to applicable product warranties, we provide a two-year warranty for all installation services under the Sourcewell contract. We have included an attachment with our product warranties for each of our commercial brands with our submission.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	To maintain warranty coverage, we ask that the product is installed and maintained in accordance with our written installation and maintenance guidelines. These instructions are available on our websites, through the dealer and through our customer service department.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If a validated quality issue covered by the warranty occurs, we will reimburse for labor accordingly. However, we do not provide labor for replacement of material that is covered by the product warranty in any geographic region. The labor must be approved by our financial services commercial claims department. Below is the process for warranty service: You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for the products we sell.	*
93	What are your proposed exchange and return programs and policies?	We accept returns within 90 days of invoice. Running line products that are cancelled prior to shipping will not incur restocking or cancellation fees. Orders that have shipped and are cancelled en route or upon delivery will incur restocking and freight fees. Products shipped in error by Shaw or defective material will be returned at no charge to the customer. Restocking charges for refused shipments will be invoiced separately on terms of net 30 days. Restocking fees charged against paid invoices will be deducted from the credit memo issues on the return. All returns must be on a core and wrapped before being returned.	*
94	Describe any service contract options for the items included in your proposal.	We can provide turnkey services for projects through our Shaw Integrated Solutions (SIS) division, which works with a network of more than 500 installation partners across North America.	*

Table 148: Performance Standards or Guarantees

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

Line Item	Question	Response *	
95	Describe any performance standards or guarantees that apply to your services	Through our installation partners, we commit to having your projects completed on time and in budget to your exact standards. In addition to the applicable product warranties, Shaw provides a two-year warranty for all installation services provided under the contract.	*
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We will provide Sourcewell with customized KPI reporting that include metrics such as: • Historical details of purchase volumes • Outgoing shipments • Orders by location • Inventory levels • On-time delivery • Material recycled Metrics on our reports can be fully customized to include the information most important to you based on conversations we have with you. These reports can be made on a monthly, quarterly or annual basis depending on your preference. Additionally, we can include sustainability metrics to help you and your members achieve their sustainability goals.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - Shaw Pricing - Sourcewell RFP.xlsx - Tuesday June 13, 2023 08:03:58
- [Financial Strength and Stability](#) - Berkshire Hathaway Annual Report - 2022.pdf - Friday June 09, 2023 12:16:13
- [Marketing Plan/Samples](#) - 2023 Sourcewell RFP - Marketing Plan Submission.pdf - Friday June 09, 2023 12:15:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Shaw Warranties.pdf - Friday June 09, 2023 12:45:59
- [Standard Transaction Document Samples](#) - Question 45. Example Sourcewell Project Proposal.PDF - Tuesday June 13, 2023 08:11:32
- [Requested Exceptions](#) - Sourcewell Exception . Modification (Shaw 6.13).xlsx - Friday June 09, 2023 12:15:40
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	☒	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	☒	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	☒	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	☒	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	☒	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	☒	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	☒	1

**AMENDMENT #1
TO
CONTRACT # 061323-SII**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).

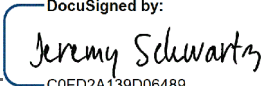
Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By:  _____
DocuSigned by:
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

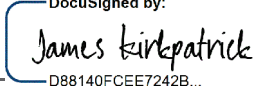
Date: 11/29/2023 | 9:05 AM CST

Approved:

By:  _____
DocuSigned by:
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 11/29/2023 | 9:07 AM CST

Shaw Integrated and Turf Solutions, Inc.

By:  _____
DocuSigned by:
D88140FCEE7242B...
James Kirkpatrick

Title: Vice President

Date: 11/29/2023 | 5:34 AM PST