



**PARTICIPATING ADDENDUM BETWEEN BROWARD COUNTY AND  
MOHAWK CARPET DISTRIBUTION, LLC, PURSUANT TO STATE OF FLORIDA ALTERNATE  
CONTRACT SOURCE NO. 30161700-24-SRCWL-ACS FOR FLOORING MATERIALS WITH RELATED  
SUPPLIES AND SERVICES**

This Participating Addendum (the "Addendum") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Mohawk Carpet Distribution, LLC, a foreign corporation authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On or around August 28, 2023, Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials with Related Supplies and Services and executed Contract No. 061323-SII, Flooring Materials with Related Supplies and Services with Contractor (attached as Exhibit E to the Florida Contract).

B. On or around April 10, 2024, the State of Florida entered into an Alternate Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials with Related Supplies and Services with Contractor (the "Florida Contract," as further defined in this Addendum).

C. The Florida Contract is currently scheduled to expire on August 9, 2027, but may be extended for a period not to exceed three (3) years.

D. The County desires to purchase flooring materials with related supplies and services from Contractor pursuant to the Florida Contract as supplemented by this Addendum.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. DEFINITIONS**

Except as expressly provided in this Addendum, all defined terms in the Florida Contract shall have the meanings set forth therein when used in this Addendum.

1.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 Board means the Board of County Commissioners of Broward County, Florida.

1.3 Contract Administrator means the County's Director of Facilities Management Division, or such person as designated by County's Director of Facilities Management Division in writing.

1.4 Customer, Department, State, State of Florida, or Participating Entity mean Broward County for the purposes of this Addendum and all transactions between Contractor and County pursuant to the Florida Contract. For clarity, as it relates to the relationship between County and Contractor pursuant to this Addendum, all references intended in context to refer to the purchasing entity shall be deemed to refer to County.

1.5 Florida Contract means the underlying Alternate Contract Source No. 30161700-24-SRCWL-ACS executed by and between the State of Florida and the Contractor, including any amendments and exhibits to same upon written approval by the County's Director of Purchasing to incorporate the applicable amendment into this Addendum.

1.6 Purchasing Director means County's Director of Purchasing.

1.7 Services means all work, including goods and services, required of Contractor pursuant to this Addendum.

1.8 Subcontractor means an entity or individual providing Services to County through Contractor for all or any portion of the work under this Addendum. The term "Subcontractor" shall include all subconsultants.

## **2. EXHIBITS AND ORDER OF PRECEDENCE**

2.1 Rights and Obligations of Parties. The Florida Contract is incorporated herein in its entirety as if fully set forth herein. Except as expressly modified by this Addendum, all rights and obligations between Contractor and the State of Florida stated in the Florida Contract shall apply as between Contractor and County for purchases pursuant to this Addendum. County's execution of this Addendum does not guarantee Orders (as hereinafter defined) will be placed by County, and County's election not to issue an Order or Orders shall not be deemed a breach of this Addendum.

2.2 The following exhibit is attached hereto and incorporated into this Addendum:

**Exhibit A Florida Contract**

## **3. COUNTY AUTHORITY**

3.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of the Services purchased through this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum.

#### 4. TERM

4.1 Term. This Addendum shall be effective as of the date of complete execution by the Parties (the “Effective Date”) and shall be coterminous with the Florida Contract, but in no event shall the duration of this Addendum extend beyond five (5) years after the Effective Date or beyond the termination of the Florida Contract, whichever comes first.

4.2 Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year (October 1 through September 30) shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

#### 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Orders. At County’s request, Contractor shall issue a written quote for any Services considered for purchase by County under this Addendum. Contractor may offer discounts or other below the pricing set forth in the Florida Contract. If County elects to procure the Services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order or other ordering document to acquire such Services (the “Order”). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the Services purchased.

5.2 Payment; Invoices. County shall pay Contractor for Services actually provided pursuant to an Order in accordance with the Florida Contract. Contractor shall only submit invoices monthly in arrears, which invoices must, at a minimum, designate the nature of the Services performed, including a line item itemizing the quantities and amount charged for each type of Services provided.

5.3 Method of Billing and Payment. County shall pay Contractor within thirty (30) days of receipt of Contractor’s proper invoice, as required by the “Broward County Prompt Payment Ordinance,” Section 1-51.6 of the County Code of Ordinances, minus any applicable retainage or other deductions permitted by this Addendum. Payment shall be made to Contractor at the address designated in the invoice. To be deemed proper, an invoice must comply with all requirements set forth in this Addendum and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to reasonably withhold payment of the invoice based on Contractor’s material breach of any term, condition, or requirement of this Addendum. The Parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3.1. Payment will be made to Contractor in the manner reasonably designated in writing by Contractor or, if not designated, at the following address:

Mohawk Carpet Distribution, LLC  
160 S. Industrial Blvd.  
Calhoun, GA 30701

5.3.2. Payment shall be made to Contractor for Services properly performed after the expiration date of the Florida Contract so long as the Services were commenced prior to the expiration date of the Florida Contract. This provision shall not be applicable to an earlier termination of the Florida Contract, as supplemented by this Addendum, for cause or convenience.

## **6. PUBLIC RECORDS LAW**

In addition to Contractor's obligations in the Florida Contract, if Contractor receives a request for public records regarding this Addendum, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests or direct Contractor to respond, as County may elect.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)605-4870, JMALAVEMATIAS@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM 501, FORT LAUDERDALE, FLORIDA 33301.**

## **7. MISCELLANEOUS**

7.1 Indemnification. Contractor shall indemnify County pursuant to Section 7.5 of Exhibit B, Special Contract Conditions, of the Florida Contract. Contractor shall, upon written notice from County, defend County, including all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the Florida Contract or this Addendum, whichever expires or terminates first. If considered necessary by the County, any sums due Contractor under this Addendum may be retained by County until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

7.2 Notices. In order for notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Facilities Management Division  
Attn: Ian Mitchell, Director  
115 South Andrews Avenue, Room 501, Fort Lauderdale, FL 33301  
Telephone: (954) 357-5590  
Email address: imitchell@broward.org

FOR CONTRACTOR:

Mohawk Carpet Distribution, LLC  
Attn: Brandi Purkey  
160 S. Industrial Blvd., Calhoun, GA 30701  
Telephone: (706) 483-0874  
Email address: Brandi\_Purkey@mohawkind.com

7.3 Prior Agreements; Complete Agreements. This Addendum and attached Exhibit A constitute the entire agreement between the Parties and are intended to replace and supersede all prior agreements between the Parties.

7.4 Conflict. If there is a conflict or inconsistency between any provision contained in the Florida Contract (including attachments and referenced exhibits) and any provision of this Addendum, the provisions of this Addendum shall prevail as to transactions between County and Contractor pursuant to this Addendum.

7.5 Governing Law, Venue, Waiver of Jury Trial. Notwithstanding Section 5.2 of the Florida Contract, the exclusive venue for any lawsuit between the Parties arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ADDENDUM.**

7.6 Representation of Authority. Contractor represents and warrants that this Addendum constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Addendum constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Addendum is within Contractor's legal powers, and each individual executing this Addendum on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.7 Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

7.8 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Addendum, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under the Florida Contract and this Addendum, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.9 Anti-Human Trafficking. By execution of this Addendum by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

7.10 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Addendum is effective unless contained in a written document executed with the same or similar formality as this Addendum and by duly authorized representatives of County and Contractor.

7.11 Recitals; Counterparts. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. This Addendum may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Mohawk Carpet Distribution, LLC, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor/Vice-Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By **Al A DiCalvo** \_\_\_\_\_  
Al A DiCalvo (Date)  
Senior Assistant County Attorney

Digitally signed by Al A  
DiCalvo  
Date: 2025.12.09 11:54:12  
-05'00'

By **Michael Kerr** \_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

Digitally signed by Michael  
Kerr  
Date: 2025.12.09 15:06:36  
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Mohawk Carpet\_PA (Flooring Matls-Related Supp-Svcs)\_v3-Final-2025-1107  
11/7/25

PARTICIPATING ADDENDUM BETWEEN BROWARD COUNTY AND MOHAWK CARPET  
DISTRIBUTION, LLC, PURSUANT TO STATE OF FLORIDA ALTERNATE CONTRACT SOURCE NO.  
30161700-24-SRCWL-ACS FOR FLOORING MATERIALS WITH RELATED SUPPLIES AND SERVICES

Contractor

ATTEST:

Mohawk Carpet Distribution, LLC

\_\_\_\_\_  
Secretary

By *R. Dan Patton*  
Authorized Signer

\_\_\_\_\_  
(Print Name)

Dave Patton Member  
(Print Name and Title)

(Seal)

5 day of December, 2025

OR

WITNESS:

*Joyce Jeffery*  
Signature

Joyce Jeffery  
Print Name



**Alternate Contract Source (ACS)  
No. 30161700-24-SRCWL-ACS  
For  
Flooring Materials, with Related Supplies and Services**

This Alternate Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Mohawk Carpet Distribution, LLC (Contractor), located at 160 S. Industrial Blvd., Calhoun, GA 30701 collectively referred to herein as the “Parties.”

**WHEREAS**, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

**WHEREAS**, Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials, with Related Supplies and Services and executed Contract No. 061323-MCD, Flooring Materials, with Related Supplies and Services (Master Contract), with the Contractor;

**WHEREAS**, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The Master Contract became effective August 28, 2023, and its term currently ends on August 9, 2027. The Master Contract has three years of renewals available. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on August 9, 2027 unless terminated earlier or renewed in accordance with this Contract.

**2. Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

**Alternate Contract Source (ACS)  
No. 30161700-24-SRCWL-ACS  
For  
Flooring Materials, with Related Supplies and Services**

the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: State of Florida Price Sheet
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Joseph Thomas  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8367  
Email: [Joseph.Thomas@dms.fl.gov](mailto:Joseph.Thomas@dms.fl.gov)

**Contractor's Contract Manager:**

Brandi Purkey  
Mohawk Carpet Distribution, LLC  
160 S. Industrial Blvd  
Calhoun, GA 30701  
Telephone: (706) 483-0874  
Email: [Brandi\\_Purkey@mohawkind.com](mailto:Brandi_Purkey@mohawkind.com)

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**Alternate Contract Source (ACS)  
No. 30161700-24-SRCWL-ACS  
For  
Flooring Materials, with Related Supplies and Services**

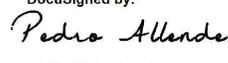
**5. Modifications.**

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**MOHAWK CARPET  
DISTRIBUTION, LLC**  
DocuSigned by:  
  
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**Mike Gallinari, President**

4/10/2024 | 4:06 PM EDT  
Date: \_\_\_\_\_

**DEPARTMENT OF MANAGEMENT SERVICES**  
DocuSigned by:  
  
C94713929499485  
**Pedro Allende, Secretary**

4/10/2024 | 9:55 PM EDT  
Date: \_\_\_\_\_



## EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions. (Keep if commodities related or applicable)
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.  
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

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supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
  - 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
  - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
  - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

**Financial Consequences Chart**

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance /Not Received by the Contract Manager</b>
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month	\$100 per day late

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
  - a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
  
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

**2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

**3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

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6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

#### 5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

#### 5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

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### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

## Exhibit B

### **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### 11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

#### 11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### 11.3 Performance Delay.

#### 11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### 11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### 11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

#### 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

### **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

#### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

#### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

#### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

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- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Exhibit C



Contract Number: 861323-MGD  
FOR Destination Prepaid and Add  
Contract Start: 8/9/2023 | Contract Expiration: 8/8/2027

Strategic Account Number: N7804  
For order placement:  
Contract Inquiries: contract.compliance@mohawk

Product Platform	Style Name	Style #	Backing	Size	UOM	Collection	Fiber Brand	List Price	Price
Boardroom	Accountancy	BC334	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Azomem	BC352	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Azomem	BC340	Weldlok Plus	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Altoport	BC417	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Alhawk Castle	SLC30	Weldlok	12"	SV	Residence	Everstrand	\$ 11.70	\$ 10.96
Boardroom	Aradilly	BC333	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Aradilly	BC314	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Artelope	BC345	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Applied Art	KC217	Woven (W)	12"	SV	Industrial Design	Duracolor Tricolor	\$ 81.47	\$ 76.29
Boardroom	Applied Science	KC218	Woven (W)	12"	SV	Industrial Design	Colorstrand	\$ 81.27	\$ 85.42
Boardroom	Artial II / OS	BC380	Weldlok	12"	SV	Pure Genius II	Colorstrand	\$ 16.88	\$ 15.81
Boardroom	Auraur	BC313	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Balance Refresh	BC349	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Brand Bush	BC393	Weldlok	12"	SV	Art Alliance	Colorstrand	\$ 49.54	\$ 46.39
Boardroom	Broken Checks / OS	BC043	Unibond Plus	12"	SV	Interwined	Colorstrand	\$ 32.60	\$ 30.52
Boardroom	Celestial Beam	BC341	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	CEC II / OS	BC392	Weldlok	12"	SV	Pure Genius II	Colorstrand	\$ 16.88	\$ 15.81
Boardroom	Clearly Classic	KC221	Woven (W)	12"	SV	Snaply Tailored	Colorstrand	\$ 92.84	\$ 86.84
Boardroom	Cliff Lines / OS / Max Service	BC316	Weldlok	12"	SV	Max Service 5	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	Collective Balance	BC340	Weldlok	12"	SV	Restorative Insights	Colorstrand	\$ 26.41	\$ 24.73
Boardroom	Collective Harmony	BC339	Weldlok	12"	SV	Restorative Insights	Colorstrand	\$ 26.41	\$ 24.73
Boardroom	Collective Structure	BC338	Weldlok	12"	SV	Restorative Insights	Colorstrand	\$ 26.41	\$ 24.73
Boardroom	Color Study 30 / OS	BC314	Weldlok	12"	SV	Color Study	Colorstrand	\$ 22.39	\$ 21.15
Boardroom	Color Study 36	BC315	Weldlok	12"	SV	Color Study	Colorstrand	\$ 26.41	\$ 23.85
Boardroom	Columa II	BC302	Weldlok	12"	SV	Key Elements	Colorstrand	\$ 33.80	\$ 31.84
Boardroom	Cumeback	BC346	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Community Bloom	GL453	Weldlok	12"	SV	Urban Community	Colorstrand	\$ 18.71	\$ 19.07
Boardroom	Compact Grid / OS / Max Service	BC319	Weldlok	12"	SV	Max Service 4	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	Connect / OS / Max Service	BC426	Unibond Plus	12"	SV	Connect	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	Connet	BC349	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Contra	BC355	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Convento	BC306	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Convento	BC358	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Courtesa Variations	BC370	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	County Mile	BC350	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Champion / Avn	SLC39	Weldlok	12"	SV	Residence	Everstrand	\$ 22.85	\$ 20.84
Boardroom	Craft Manor	SLC11	Weldlok	12"	SV	Residence	Everstrand	\$ 16.19	\$ 15.15
Boardroom	Denouement	BC364	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Outlook	Cutum	Weldlok	12"	SV	Cutum	Outlook	\$ 100.00	\$ 93.64
Boardroom	Duster II / OS / Max Service	BC381	Weldlok	12"	SV	Dee Genia II	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	Driving Current	BC378	Weldlok	12"	SV	Urban Shoes	Colorstrand	\$ 49.54	\$ 46.39
Boardroom	Eden Terrace	BC388	Weldlok	12"	SV	Abbey Grove	Colorstrand	\$ 26.05	\$ 24.39
Boardroom	Elaborant	BC309	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Empress	BC344	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Essential Elements / OS / Max Service	BC441	Weldlok	12"	SV	Remastered	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	Existence	KC222	Unibond Plus	12"	SV	Telling Stories	Colorstrand	\$ 42.25	\$ 40.04
Boardroom	Business Form / OS	BC311	Unibond Plus	12"	SV	Global Renovation	Colorstrand	\$ 33.40	\$ 31.15
Boardroom	Faculty Rema	GL154	Unibond Plus	12"	SV	Faculty Rema	Duracolor	\$ 32.27	\$ 30.22
Boardroom	Faculty Renewal	GL388	Unibond Plus	12"	SV	Faculty Renewal	Duracolor Tricolor	\$ 30.58	\$ 28.63
Boardroom	Faded Film	BC366	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Floating Terms	BC379	Weldlok	12"	SV	Urban Shoes	Colorstrand	\$ 49.54	\$ 46.39
Boardroom	Flow of Life	BC367	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Forest Route / OS / Max Service	BC315	Weldlok	12"	SV	Max Service 4	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	Fractured Narrative	BC366	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Garden Walk	BC389	Weldlok	12"	SV	Abbey Grove	Colorstrand	\$ 26.05	\$ 24.39
Boardroom	Garfield Style / OS	BC404	Unibond Plus	12"	SV	Interwined	Colorstrand	\$ 32.60	\$ 30.52
Boardroom	Great Beyond / OS & Peak	ML361	Weldlok	12"	SV	Duality (Light/Darkness)	Colorstrand	\$ 26.41	\$ 24.73
Boardroom	Graphic Touch / OS / Max Service	BC492	Weldlok	12"	SV	High Concepts	PEI	\$ 13.48	\$ 12.63
Boardroom	Heterodite	BC361	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Hue-Drop	BC313	Weldlok	12"	SV	Hubson	Colorstrand	\$ 23.22	\$ 21.74
Boardroom	Bumble	KC222	Unibond Plus	12"	SV	Telling Stories	Colorstrand	\$ 42.25	\$ 40.04
Boardroom	Imate Split (Temp Stock Definty)	BC381	Weldlok	12"	SV	Celebrating Heritage II	Colorstrand	\$ 88.39	\$ 92.12
Boardroom	Interplay / OS	GL415	Unibond Plus	12"	SV	Learn & Live	Duracolor Tricolor	\$ 26.85	\$ 25.15
Boardroom	Interplay / OS / OS	GL416	Unibond Plus	12"	SV	Learn & Live	Duracolor Tricolor	\$ 26.85	\$ 25.15
Boardroom	Ivy Hall	SLC46	Weldlok	12"	SV	Residence	Everstrand	\$ 12.58	\$ 11.77
Boardroom	Lair Revival	ML382	Weldlok	12"	SV	Definity (roll/outstanding)	Colorstrand	\$ 88.55	\$ 92.29
Boardroom	Laird Path	SLC34	Weldlok	12"	SV	Residence	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	Lined Lines	BC394	Weldlok	12"	SV	Art Alliance	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	Linear Fusion	BC371	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Litener	BC311	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Lynch Quilts II	GLC27	Weldlok	12"	SV	Residence	Smartstrand	\$ 27.51	\$ 25.15
Boardroom	London Thyme	BC380	Weldlok	12"	SV	Abbey Grove	Colorstrand	\$ 26.05	\$ 24.39
Boardroom	Lynch Documentary	BC359	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Marble	GL421	Unibond Plus	12"	SV	Textual Effects	Duracolor Tricolor	\$ 35.41	\$ 33.58
Boardroom	Mill Avenue	SLC41	Weldlok	12"	SV	Residence	50% SmartStrand / 50% Everstrand	\$ 14.38	\$ 13.46
Boardroom	Mindful - 20 (15 ft)	BC411	Weldlok	12"	SV	Mindful	PEI	\$ 10.30	\$ 10.02
Boardroom	Mindful - 20 (15 ft)	BC396	Weldlok	12"	SV	Mindful	PEI	\$ 10.30	\$ 10.02
Boardroom	Mindful - 26 (15 ft)	BC412	Weldlok	12"	SV	Mindful	PEI	\$ 14.51	\$ 14.00
Boardroom	Mindful - 26 (15 ft)	BC396	Weldlok	12"	SV	Mindful	PEI	\$ 13.48	\$ 12.63
Boardroom	Mindful - Base / OS	BC397	Weldlok	12"	SV	Mindful	PEI	\$ 10.31	\$ 9.87
Boardroom	Miracle Striketh / OS	GL417	Unibond Plus	12"	SV	Learn & Live	Duracolor Tricolor	\$ 26.85	\$ 25.15
Boardroom	Mono Vista	ML420	Weldlok	12"	SV	Modesto	Colorstrand	\$ 27.56	\$ 25.81
Boardroom	Moon Moderne	GL420	Unibond Plus	12"	SV	Textual Effects	Duracolor Tricolor	\$ 35.41	\$ 33.58
Boardroom	More News / OS / Max Service	BC387	Weldlok	12"	SV	Of The Moment	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	New Basics	BC398	Weldlok	12"	SV	New Basics	Colorstrand	\$ 15.28	\$ 14.31
Boardroom	New Basics II / 26 / OS / Max Service	BC399	Unibond Plus	12"	SV	New Basics	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	New Leaf	BC354	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	North Station I	SLC22	Weldlok	12"	SV	Residence	Smartstrand	\$ 27.51	\$ 25.15
Boardroom	North Station II	SLC23	Weldlok	12"	SV	Residence	Smartstrand	\$ 27.51	\$ 25.15
Boardroom	North Station III	SLC34	Weldlok	12"	SV	Residence	Smartstrand	\$ 32.85	\$ 30.76
Boardroom	Onyx	BC348	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Orangoball	BC363	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Outliner	BC343	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Overarching	BC369	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Patterned Past	KC276	Woven (W)	12"	SV	Pattern & Symmetry	Duracolor Tricolor	\$ 89.14	\$ 85.11
Boardroom	Profer	BC315	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Protogiant	BC310	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Purview	BC343	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Quarto Points	SLC33	Weldlok	12"	SV	Residence	Everstrand	\$ 20.24	\$ 18.94
Boardroom	Real Time	BC368	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Recover All	BC347	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Resistance / OS / Max Service	BC328	Unibond Plus	12"	SV	Mass Influence	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	Rhyanon	BC307	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Roundabout	BC356	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Rural Plot	KC277	Woven (W)	12"	SV	Pattern & Symmetry	Duracolor Tricolor	\$ 89.14	\$ 85.11
Boardroom	Santa Clara	ML430	Weldlok	12"	SV	Mudesto	Colorstrand	\$ 27.56	\$ 25.81
Boardroom	Schema	BC308	Weldlok	12"	SV	Van Spinnar/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Second Wind	BC342	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Sequence of Events	BC392	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Shane Lin	BC368	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Sideband	BC357	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	SV Gap	BC351	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Smart Details / OS / Max Service	BC451	Weldlok	12"	SV	High Concepts	PEI	\$ 13.48	\$ 12.63
Boardroom	Social Identity	BC372	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Sound	BC318	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Sound Pieces	BC380	Weldlok	12"	SV	Celebrating Heritage II	Colorstrand	\$ 51.93	\$ 48.62
Boardroom	Structural Harmony	BC491	Weldlok	12"	SV	Abbey Grove	Colorstrand	\$ 26.05	\$ 24.39
Boardroom	Suburban	BC333	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Suburban	BC327	Weldlok	12"	SV	Residence	Everstrand	\$ 22.10	\$ 20.69
Boardroom	Summit Advert	BC360	Weldlok	12"	SV	Open Narrative/Mohawk Today- 50 SY	Colorstrand	\$ 47.12	\$ 44.13
Boardroom	Tackle Ingot	BC392	Weldlok	12"	SV	Art Alliance	Colorstrand	\$ 49.54	\$ 46.39
Boardroom	Tail Mix / OS / Max Service	BC333	Weldlok	12"	SV	Residence	Everstrand	\$ 12.94	\$ 12.12
Boardroom	Lucker's Point	SLC31	Weldlok	12"	SV	Residence	Everstrand	\$ 12.94	\$ 12.12
Boardroom	Unique Azala II	BC303	Weldlok	12"	SV	Key Elements	Colorstrand	\$ 33.40	\$ 31.84
Boardroom	Universal Insight / OS	BC312	Unibond Plus	12"	SV	Global Renovation	Colorstrand	\$ 33.40	\$ 31.84
Boardroom	Vital	BC342	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Walt	BC348	Weldlok	12"	SV	Domicile - 50 SY	Colorstrand	\$ 42.95	\$ 40.22
Boardroom	Wall Switch / OS / Max Service	BC376	Unibond Plus	12"	SV	Fire Art	Colorstrand	\$ 17.08	\$ 15.99
Boardroom	Wing Mesh / OS / Max Service	BC393	Unibond Plus	12"	SV	Metacraft	Colorstrand	\$ 17.08	\$ 15.99
Modular Tile	Academic View / OS / Max Service	BT433	EcoFlex Matrix (LZ)	24 x 24	SV	Art Exposure	Colorstrand	\$ 22.14	\$ 20.74
Modular Tile	Adaptability / OS	BT431	EcoFlex One (AW)	12 x 36	SV	Learn & Live	Duracolor Tricolor	\$ 42.28	\$ 39.49
Modular Tile	Adopt a Plan / OS	BT432	EcoFlex Matrix (LZ)	24 x 24	SV	Art Exposure	Colorstrand	\$ 22.14	\$ 20.74
Modular Tile	Adopt a Plan /								

Modular Tile	Catfish / QS	B1282	EcoFlex Matrix (UZ)	24 x 24	SV	Bending Earth	Colobrand	\$ 26.46	\$ 24.78
Modular Tile	Caribbean Plank	B1600	EcoFlex Matrix (UZ)	24 x 24	SV	Shape Theory	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	CEC II / QS	B1382	EcoFlex Matrix (UZ)	24 x 24	SV	Wild Canvas II	Colobrand	\$ 32.13	\$ 30.60
Modular Tile	Child	B1424	EcoFlex One (AW)	12 x 36	SV	Relaxing Floors	Auracolor Floor	\$ 57.51	\$ 53.85
Modular Tile	Chromatic Cadence	B1596	EcoFlex Air (CW)	24 x 24	SV	Chromatic Cadence	Colobrand	\$ 41.38	\$ 38.74
Modular Tile	City Canyon	B1604	EcoFlex Matrix (UZ)	12 x 36	SV	Renewed Refuse	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	Color Balance	B1406	EcoFlex Matrix (UZ)	12 x 36	SV	Color Balance	Auracolor Floor	\$ 45.88	\$ 42.36
Modular Tile	Color Canvas	B1484	EcoFlex One (AW)	12 x 36	SV	Social Canvas	Auracolor Floor	\$ 43.00	\$ 40.26
Modular Tile	Communal Path	B1388	EcoFlex Air (CW)	24 x 24	SV	Emerging Directions	Colobrand	\$ 31.41	\$ 29.41
Modular Tile	Concrete Bloom	B1383	EcoFlex Matrix (UZ)	12 x 36	SV	Pathmakers Book 1	Auracolor Floor	\$ 43.65	\$ 40.87
Modular Tile	Corresponding Angle	B1599	EcoFlex Matrix (UZ)	24 x 24	SV	Shape Theory	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	Cosmic Outlook	B1618	EcoFlex Matrix (UZ)	24 x 24	SV	Global Perspective	Colobrand	\$ 31.48	\$ 29.48
Modular Tile	Courier Cabinet	B1282	EcoFlex One (AW)	24 x 24	SV	Denim Culture	Auracolor Floor	\$ 35.10	\$ 32.81
Modular Tile	Crafted Expression	B1490	EcoFlex One (AW)	12 x 36	SV	Celebrated Heritage II	Auracolor Floor	\$ 39.31	\$ 35.53
Modular Tile	Creative Culture	B1383	EcoFlex One (AW)	12 x 36	SV	Social Canvas	Auracolor Floor	\$ 46.78	\$ 43.81
Modular Tile	Creative Spark	B1426	EcoFlex Matrix (UZ)	24 x 24	SV	Art Intervention	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	Custom Cluster	B1353	EcoFlex One (AW)	24 x 24	SV	Wild Dyer	Auracolor Floor	\$ 43.65	\$ 40.87
Modular Tile	Custom	Custom	EcoFlex Matrix (UZ)	24 x 24	SV	Custom	Custom	\$ 100.00	\$ 93.64
Modular Tile	Datum / QS	B1284	EcoFlex Matrix (UZ)	24 x 24	SV	Bending Earth	Colobrand	\$ 26.46	\$ 24.78
Modular Tile	Defining Place	B1210	EcoFlex One (AW)	24 x 24	SV	Tuff Slide	Auracolor Floor	\$ 69.28	\$ 64.88
Modular Tile	Diffuse	B1425	EcoFlex Matrix (UZ)	12 x 36	SV	Variant Form	Colobrand	\$ 44.98	\$ 42.11
Modular Tile	Digital Terrain Plank	B1341	EcoFlex One (AW)	12 x 36	SV	Expedition	Auracolor Floor	\$ 46.78	\$ 43.81
Modular Tile	Discovered	B1610	EcoFlex Matrix (UZ)	24 x 24	SV	Fractal Findings	Colobrand	\$ 31.48	\$ 29.48
Modular Tile	Disruptive Path / QS	B1430	EcoFlex Matrix (UZ)	12 x 36	SV	Art Style	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Distressed Tuff	B1469	EcoFlex One (AW)	12 x 36	SV	Timeless Tailored	Auracolor Floor	\$ 36.88	\$ 34.22
Modular Tile	Doyle II / QS	B1381	EcoFlex Matrix (UZ)	24 x 24	SV	Wild Canvas II	Colobrand	\$ 32.13	\$ 30.60
Modular Tile	Drift Point / QS / Max Service	B1422	EcoFlex Matrix (UZ)	24 x 24	SV	Art Intervention	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Drifted Ground Plank / QS	B1389	EcoFlex Matrix (UZ)	12 x 36	SV	Cosmic Earth	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	EcoSpace / QS	B1333	EcoFlex One (AW)	24 x 24	SV	Expedition	Auracolor Floor	\$ 43.00	\$ 40.26
Modular Tile	Embraced / QS / Max Service	B1455	EcoFlex Matrix (UZ)	24 x 24	SV	Art Exposure	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Escape Form	B1611	EcoFlex Matrix (UZ)	24 x 24	SV	Global Perspective	Colobrand	\$ 24.24	\$ 22.84
Modular Tile	Explored	B1609	EcoFlex Matrix (UZ)	24 x 24	SV	Fractal Findings	Colobrand	\$ 31.48	\$ 29.48
Modular Tile	Facility Renew	B1154	EcoFlex One (AW)	24 x 24	SV	Facility Remix	Auracolor	\$ 45.88	\$ 42.36
Modular Tile	Facility Renewal	B1268	EcoFlex One (AW)	24 x 24	SV	Facility Renewal	Auracolor Floor	\$ 41.38	\$ 38.74
Modular Tile	Feather	B1434	EcoFlex One (AW)	12 x 36	SV	Oasis	Auracolor Floor	\$ 57.51	\$ 53.85
Modular Tile	Field of View Dark	B1449	EcoFlex One (AW)	12 x 36	SV	Optic Reson	Auracolor Floor	\$ 40.48	\$ 37.81
Modular Tile	Field of View Light	B1450	EcoFlex One (AW)	12 x 36	SV	Optic Reson	Auracolor Floor	\$ 40.48	\$ 37.81
Modular Tile	Flamingo Form / QS	B1393	EcoFlex Matrix (UZ)	24 x 24	SV	Crossed Current	Auracolor Floor	\$ 39.58	\$ 36.63
Modular Tile	First One Up II / QS	B1443	EcoFlex NXT (EP)	24 x 24	SV	First One Up II	Colobrand	\$ 31.73	\$ 29.71
Modular Tile	FirstStep I / QS	B1315	EcoFlex NXT (EP)	24 x 24	SV	Tuff Stuff I	Auracolor	\$ 86.48	\$ 80.04
Modular Tile	Flora	B1435	EcoFlex One (AW)	12 x 36	SV	Oasis	Auracolor Floor	\$ 43.65	\$ 40.87
Modular Tile	Fluent Grace	B1345	EcoFlex One (AW)	24 x 24	SV	Emanating Echoes	Auracolor Floor	\$ 53.91	\$ 50.48
Modular Tile	Flux Foundation / QS	B1585	EcoFlex Matrix (UZ)	24 x 24	SV	Shape & Flow	Colobrand	\$ 31.41	\$ 29.41
Modular Tile	Flux Flow / QS	B1584	EcoFlex Matrix (UZ)	24 x 24	SV	Shape & Flow	Colobrand	\$ 31.41	\$ 29.41
Modular Tile	Forward Vision	B1135	EcoFlex One (AW)	24 x 24	SV	Mind Over Matter	Auracolor Floor	\$ 45.88	\$ 42.36
Modular Tile	Fractal Ground	B1425	EcoFlex One (AW)	12 x 36	SV	Relaxing Floors	Auracolor Floor	\$ 57.51	\$ 53.85
Modular Tile	Framed Structure / QS / Max Service	B1436	EcoFlex Matrix (UZ)	24 x 24	SV	Sketch Effect	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Framed Structure / QS EcoFlex Air	B1436	EcoFlex Air (CW)	24 x 24	SV	Sketch Effect	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Gentle Ground	B1384	EcoFlex One (AW)	12 x 36	SV	Pathmakers Book 2	Auracolor Floor	\$ 47.68	\$ 44.65
Modular Tile	Gravitational Plank	B1343	EcoFlex One (AW)	12 x 36	SV	Expedition	Auracolor Floor	\$ 46.78	\$ 43.81
Modular Tile	Headband / QS	B1354	EcoFlex Matrix (UZ)	24 x 24	SV	Renegade	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Hidden Dimension / QS	B1497	EcoFlex Matrix (UZ)	12 x 36	SV	Visual Edge	Colobrand	\$ 45.88	\$ 42.36
Modular Tile	Hidden Landscape	B1606	EcoFlex Matrix (UZ)	12 x 36	SV	Renewed Refuse	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	Hydrophobic Plank / QS	B1332	EcoFlex One (AW)	24 x 24	SV	Expedition	Auracolor Floor	\$ 43.00	\$ 40.26
Modular Tile	Infinite Bloom	B1445	EcoFlex Matrix (UZ)	12 x 36	SV	Fluent Earth	Colobrand	\$ 31.78	\$ 29.81
Modular Tile	Infinite Inroad / QS / Max Service	B1499	EcoFlex Matrix (UZ)	12 x 36	SV	Infinite Impact	Envirostrand	\$ 19.24	\$ 18.02
Modular Tile	Inaugural	B1367	EcoFlex Matrix (UZ)	24 x 24	SV	Renegade	Colobrand	\$ 39.06	\$ 36.57
Modular Tile	Integrate	B1402	EcoFlex Matrix (UZ)	24 x 24	SV	Variant Form	Colobrand	\$ 45.88	\$ 42.36
Modular Tile	Interthread / QS	B1440	EcoFlex Matrix (UZ)	24 x 24	SV	Deverity	Envirostrand	\$ 19.78	\$ 18.52
Modular Tile	Introspective Thoughts	B1344	EcoFlex One (AW)	24 x 24	SV	Emanating Echoes	Auracolor Floor	\$ 53.91	\$ 50.48
Modular Tile	Know-How	B1137	EcoFlex One (AW)	24 x 24	SV	Mind Over Matter	Auracolor	\$ 44.98	\$ 42.11
Modular Tile	Lateral Surface / QS	B1314	EcoFlex One (AW)	24 x 24	SV	Androm Earth II	Auracolor Floor	\$ 36.88	\$ 34.22
Modular Tile	Line of Motion	B1369	EcoFlex One (AW)	24 x 24	SV	Tuff Slide	Auracolor Floor	\$ 69.28	\$ 64.88
Modular Tile	Linear Effect	B1389	EcoFlex Air (CW)	24 x 24	SV	Emerging Directions	Colobrand	\$ 31.41	\$ 29.41
Modular Tile	Linea	B1477	EcoFlex Matrix (UZ)	12 x 36	SV	Fractal Fluency	Auracolor Floor	\$ 45.88	\$ 42.36
Modular Tile	Lithosphere / QS	B1334	EcoFlex One (AW)	24 x 24	SV	Expedition	Auracolor Floor	\$ 43.00	\$ 40.26
Modular Tile	Macro Bloom II	B1474	EcoFlex One (AW)	12 x 36	SV	Lithon Community	Auracolor Floor	\$ 58.48	\$ 54.26
Modular Tile	Make To Last	B1250	EcoFlex One (AW)	24 x 24	SV	Denim Culture	Auracolor Floor	\$ 35.10	\$ 32.81
Modular Tile	Melkior	B1428	EcoFlex Matrix (UZ)	12 x 36	SV	Relaxing Floors	Colobrand	\$ 57.51	\$ 53.85
Modular Tile	Metallic Path / QS	B1431	EcoFlex Matrix (UZ)	12 x 36	SV	Art Style	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Metamorphic Plank / QS	B1388	EcoFlex Matrix (UZ)	12 x 36	SV	Cosmic Earth	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Micro Bloom (AW)	B1475	EcoFlex One (AW)	12 x 36	SV	Lithon Community	Auracolor Floor	\$ 58.48	\$ 54.26
Modular Tile	Mindful / QS / Max Service	B1446	EcoFlex Matrix (UZ)	24 x 24	SV	Mindful	Envirostrand	\$ 19.24	\$ 18.02
Modular Tile	Mindful Shape / QS	B1447	EcoFlex Matrix (UZ)	24 x 24	SV	Mindful	Envirostrand	\$ 19.45	\$ 17.27
Modular Tile	Multidirectional Movement / QS	B1456	EcoFlex One (AW)	24 x 24	SV	Lamin & Live - Takino Steps	Auracolor Floor	\$ 36.51	\$ 34.84
Modular Tile	Mutiner	B1366	EcoFlex Matrix (UZ)	24 x 24	SV	Renegade	Colobrand	\$ 39.06	\$ 36.57
Modular Tile	MyoBloom	B1358	EcoFlex One (AW)	12 x 36	SV	Above and Below Book 1	Auracolor Floor	\$ 58.48	\$ 54.76
Modular Tile	MyoLoop	B1355	EcoFlex One (AW)	24 x 24	SV	Above and Below Book 2	Auracolor Floor	\$ 47.26	\$ 44.24
Modular Tile	MyoSquare	B1356	EcoFlex One (AW)	24 x 24	SV	Above and Below Book 2	Auracolor Floor	\$ 47.26	\$ 44.24
Modular Tile	Natural Networks	B1597	EcoFlex Matrix (UZ)	24 x 24	SV	Substratum	Colobrand	\$ 21.90	\$ 20.12
Modular Tile	Necessary Action / QS	B1467	EcoFlex One (AW)	24 x 24	SV	Lamin & Live - Takino Steps	Auracolor Floor	\$ 39.51	\$ 36.89
Modular Tile	New Basics II / QS	B1460	EcoFlex Matrix (UZ)	24 x 24	SV	New Basics	Colobrand	\$ 26.46	\$ 24.78
Modular Tile	PD-Beach Breaker Plank	B1000	EcoFlex Air (CW)	12 x 36	SV	PD Tile	Colobrand	\$ 59.40	\$ 55.20
Modular Tile	PD-Beach Breaker Square	B1020	EcoFlex Air (CW)	24 x 24	SV	PD Tile	Colobrand	\$ 59.40	\$ 55.20
Modular Tile	PD-Beach Breaker Plank	B1040	EcoFlex Air (CW)	12 x 36	SV	PD Tile	Colobrand	\$ 49.40	\$ 45.21
Modular Tile	PD-Beach Square	B1040	EcoFlex Air (CW)	24 x 24	SV	PD Tile	Colobrand	\$ 49.40	\$ 45.21
Modular Tile	PD-Second Wave Plank	B1020	EcoFlex Air (CW)	12 x 36	SV	PD Tile	Colobrand	\$ 59.40	\$ 55.20
Modular Tile	PD-Second Wave Square	B1020	EcoFlex Air (CW)	24 x 24	SV	PD Tile	Colobrand	\$ 59.40	\$ 55.20
Modular Tile	PD-Shape Plank	B1030	EcoFlex Air (CW)	12 x 36	SV	PD Tile	Colobrand	\$ 44.98	\$ 42.11
Modular Tile	PD-Shape Square	B1030	EcoFlex Air (CW)	24 x 24	SV	PD Tile	Colobrand	\$ 43.18	\$ 40.42
Modular Tile	Pollinator Path	B1362	EcoFlex One (AW)	12 x 36	SV	Pathmakers Book 1	Auracolor Floor	\$ 57.51	\$ 53.85
Modular Tile	Prudent / QS	B1432	EcoFlex One (AW)	12 x 36	SV	Lamin & Live	Auracolor Floor	\$ 42.28	\$ 39.59
Modular Tile	Prisms / QS	B1592	EcoFlex Matrix (UZ)	24 x 24	SV	SwitchCode	Colobrand	\$ 21.90	\$ 20.12
Modular Tile	Prisms Tint / QS	B1593	EcoFlex Matrix (UZ)	24 x 24	SV	SwitchCode	Colobrand	\$ 27.90	\$ 26.12
Modular Tile	Quiet Moments	B1345	EcoFlex One (AW)	24 x 24	SV	Emanating Echoes	Auracolor Floor	\$ 53.91	\$ 50.48
Modular Tile	Revelation / QS	B1363	EcoFlex Matrix (UZ)	12 x 36	SV	Renegade	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Reverent	B1424	EcoFlex Matrix (UZ)	24 x 24	SV	Variant Form	Colobrand	\$ 37.78	\$ 35.37
Modular Tile	Refined Pass / QS	B1582	EcoFlex Matrix (UZ)	24 x 24	SV	Crossing Current	Colobrand	\$ 26.80	\$ 25.78
Modular Tile	Retreat	B1349	EcoFlex One (AW)	24 x 24	SV	Emanating Echoes	Auracolor Floor	\$ 53.91	\$ 50.48
Modular Tile	Renewed Path / QS / Max Service	B1428	EcoFlex Matrix (UZ)	24 x 24	SV	Renewed Path	Envirostrand	\$ 19.24	\$ 18.02
Modular Tile	Respl	B1427	EcoFlex One (AW)	12 x 36	SV	Relaxing Floors	Auracolor Floor	\$ 19.51	\$ 18.35
Modular Tile	Resplend	B1417	EcoFlex Matrix (UZ)	24 x 24	SV	Undisturb	Colobrand	\$ 43.18	\$ 40.42
Modular Tile	Reverberation	B1247	EcoFlex One (AW)	24 x 24	SV	Emanating Echoes	Auracolor Floor	\$ 53.91	\$ 50.48
Modular Tile	Rift / QS	B1355	EcoFlex Matrix (UZ)	24 x 24	SV	Renegade	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Rise Up / QS	B1320	EcoFlex One (AW)	24 x 24	SV	Lamin & Live	Auracolor Floor	\$ 33.28	\$ 31.17
Modular Tile	River Code	B1454	EcoFlex One (AW)	12 x 36	SV	Delta Tide	Auracolor Floor	\$ 44.98	\$ 42.11
Modular Tile	Sabbath / QS	B1433	EcoFlex One (AW)	12 x 36	SV	Lamin & Live	Auracolor Floor	\$ 45.28	\$ 42.36
Modular Tile	Sector / QS	B1385	EcoFlex Matrix (UZ)	24 x 24	SV	Bending Earth	Colobrand	\$ 26.46	\$ 24.78
Modular Tile	Seramic Wave Plank	B1342	EcoFlex One (AW)	12 x 36	SV	Expedition	Auracolor Floor	\$ 46.78	\$ 43.81
Modular Tile	Shaded Lines / QS	B1437	EcoFlex Matrix (UZ)	24 x 24	SV	Sketch Effect	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Shaded Lines / QS EcoFlex Air	B1437	EcoFlex Air (CW)	24 x 24	SV	Sketch Effect	Colobrand	\$ 22.14	\$ 20.74
Modular Tile	Shared Path / QS	B1429	EcoFlex Matrix (UZ)	12 x 36	SV	Art Style	Colobrand	\$ 39.58	\$ 36.63
Modular Tile	Shield Floor	B1448	EcoFlex One (AW)	24 x 24	SV	Optic Reson	Auracolor Floor	\$ 40.48	\$ 37.81
Modular Tile	Side Step / QS	B1419	EcoFlex One (AW						

LVT	Elan Valley 2.5 (2.5/20)	C2105	Flex-Glue Down	7'26" x 48"	SF	Elan Valley	\$	2.88	\$	2.70
LVT	Elan Valley 2.0 (4/20)	C2106	Flex-Glue Lay	7'26" x 48"	SF	Elan Valley	\$	4.27	\$	4.00
LVT	Elan Valley II (2/5)	C2093	Flex-Glue Down	6" x 48"	SF	Elan Valley	\$	2.73	\$	1.62
LVT	Elan Valley II Plus (2/12)	C2094	Flex-Glue Down	6" x 48"	SF	Elan Valley	\$	1.93	\$	1.80
LVT	Hampton Waves	C2101	Flex-Glue Down	18" x 36"	SF	Link Step	\$	2.23	\$	2.03
LVT	Hampton	C2102	Flex-Glue Down	6'25" x 59.75"	SF	Salcort	\$	5.61	\$	5.94
LVT	Linata	C0889	Flex-Glue Lay	6" x 59"	SF	Hot & Heavy	\$	6.26	\$	5.88
LVT	Linker	C2108	Flex-Glue Down	6.84" x 30.37"	SF	Salcort	\$	5.56	\$	5.94
LVT	Luna Local Stone 2.5	C2119	Flex-Glue Down	12" x 24"	SF	Luna Local Stone	\$	4.12	\$	3.88
LVT	Luna Local Stone 4.5	C2118	Flex-Glue Down	12" x 24"	SF	Luna Local Stone	\$	5.38	\$	5.01
LVT	Luna Local Woods 2.5	C2121	Flex-Glue Down	7.72" x 51.97"	SF	Linker Local Woods	\$	4.12	\$	3.88
LVT	Luna Local Woods 4.5	C2120	Flex-Glue Down	7" x 62"	SF	Luna Local Woods	\$	4.36	\$	4.03
LVT	Manta Plus	C2135	Flex-Glue Down	12" x 24"	SF	Manta Plus Stone	\$	4.56	\$	4.83
LVT	Molvane Reserve	C2091	Roll / Click	7.75" x 59.75"	SF	Molvane	\$	2.61	\$	2.32
LVT	Second Home Studio	C2071	Roll / Click	7.5" x 48"	SF	Second Home Studio	\$	4.64	\$	4.35
LVT	Second 2.5	C2103	Flex-Glue Down	7" x 48"	SF	Hot & Heavy II	\$	3.87	\$	3.43
LVT	Second 5.0	C2104	Flex-Glue Lay	6" x 60"	SF	Hot & Heavy II	\$	6.62	\$	6.28
LVT	Shard Straps	C2100	Flex-Glue Down	6" x 48"	SF	Link Step	\$	2.23	\$	2.00
LVT	Shenandoah Valley	C2109	Roll / Click	7" x 48"	SF	Shenandoah Valley	\$	3.29	\$	3.00
LVT	Solid Stone	C2099	Flex-Glue Down	6" x 48"	SF	Link Step	\$	2.24	\$	2.00
LVT	Vivid Step Blank	C2106	Flex-Glue Down	6" x 48"	SF	Vivid Step	\$	2.23	\$	2.00
LVT	Vivid Step Stone	C2106	Flex-Glue Down	12" x 24"	SF	Vivid Step	\$	2.23	\$	2.00
LVT	Waava	C2109	Flex-Glue Down	18" x 36"	SF	Salcort	\$	0.56	\$	0.54
Resilient Sheet-Heterogeneous Sheet	Calipatria II	C2096		65" x 132"	SV	Healthy Environments	\$	36.00	\$	33.71
Resilient Sheet-Heterogeneous Sheet	Ephemeral II	C2096		65" x 132"	SV	Healthy Environments	\$	36.00	\$	33.71
Resilient Sheet-Heterogeneous Sheet	Jupiter II	C2099		65" x 132"	SV	Healthy Environments	\$	36.00	\$	33.71
Resilient Sheet-Heterogeneous Sheet	Salina II	C2095		65" x 132"	SV	Healthy Environments	\$	36.00	\$	33.71
Resilient Sheet-Heterogeneous Sheet	Thompson II	C2097		65" x 132"	SV	Healthy Environments	\$	36.00	\$	33.71
Resilient Sheet-Heterogeneous Sheet	Medalla Fleck	C2061		6" x 7"	SV	Healthy Environments	\$	54.96	\$	51.45
Resilient Sheet-Heterogeneous Sheet	Medalla Hues	C2062		6" x 7"	SV	Healthy Environments	\$	54.96	\$	51.45
Resilient Sheet- PVC Free Homogeneous Sheet	Medalla Wall	C2063		6" x 7"	SV	Healthy Environments	\$	78.20	\$	71.46
Adhesives	National Forest	CEK08		7.5"	SF	Shiva	\$	7.90	\$	7.40
Adhesives	Traxx Bond	TD080		28 Oz Tube		Accessories	\$		\$	33.06
Adhesives	NuBeadLink Lite (w/ Moisture Proof Latex Seam Sealer)	IB358		Case 12 x 8 oz		Bravatom Woven	\$		\$	124.92
Adhesives	NuBeadLink Premium Plus	B0020		4 Gall Bucket		Bravatom Woven	\$		\$	51.78
Adhesives	NuBeadLink Premium Plus	B0020		4 Gall Bucket		Bravatom Woven	\$		\$	51.78
Adhesives	NuBeadLink VRT (Vapor Release Technology)	B0030		4 Gall Bucket		Bravatom Woven	\$		\$	87.63
Adhesives	NuBeadLink Edge Sealer	B0011		1 Gall Bucket		Bravatom Woven	\$		\$	21.93
Adhesives	NuBeadLink Edge Sealer	B057		Case 12 x 8 oz		Bravatom Woven	\$		\$	130.87
Adhesives	EnPress	M004C		4 Gall Bucket		Carpet Tile	\$		\$	145.41
Adhesives	Flex Lok +	ELTB		Box of 500 Tubes		Carpet Tile	\$		\$	126.68
Adhesives	Flex Lok +	ELTB		Box of 125 Tubes		Carpet Tile	\$		\$	38.01
Adhesives	OpSeal	M003B		4 Gall Bucket		Carpet Tile	\$		\$	302.69
Adhesives	M52X	M52X		4-gallon		Engineered Wood	\$		\$	137.69
Adhesives	M56.0	M56		4-gallon		HVT LVT	\$		\$	86.40
Adhesives	M56.0	M56		4-gallon		HVT LVT	\$		\$	220.02
Adhesives	PrimeCoat	M123C		4-gallon		LVT	\$		\$	49.57
Adhesives	Total Bond	M100C		2 Gall Bucket		LVT Sheet, Carpet Tile, HVT, HCM Sheet	\$		\$	242.25
Adhesives	M700 Plus	C200P		4-gallon		LVT Carpet Tile	\$		\$	156.43
Adhesives	M700 Plus	C200P		4-gallon		LVT Carpet Tile	\$		\$	51.78
Adhesives	M56.0	M56C		4-gallon		LVT Sheet	\$		\$	57.28
Adhesives	M56.0	M56C		4-gallon		LVT Sheet	\$		\$	182.87
Adhesives	M5160	M5160		62 Case of 6		LVT Sheet	\$		\$	206.00
Adhesives	SurfaceSeal	VL20C		4-gallon		LVT Sheet	\$		\$	109.08
Adhesives	Influx Seam Sealer	INF2C		5 oz		Sheet	\$		\$	6.93
Adhesives	MAX	MA60		30 oz		Wall Base	\$		\$	6.40
Accessories Hard Surface	AD388	AD388-03		Cartridge/Tube	EA	Raw Nook Filler	\$		\$	146.11
Accessories Hard Surface	Heterogeneous Sheet Vinyl Walk Rods	WERDC		165 ft	BI	Specialty/Healthy Environments	\$		\$	75.33
Accessories Hard Surface	Homogeneous Sheet Vinyl Walk Rods	MWRDC		165 ft	BI	Medalla	\$		\$	77.60
Accessories Hard Surface	Homogeneous Sheet Vinyl Walk Rods	MSWR		165 ft	BI	Medalla Fleck Solid Walk Rod	\$		\$	77.60
Accessories Hard Surface	Homogeneous Sheet Vinyl Walk Rods	MFWR		82 ft	BI	Medalla Fleck Pattern Walk Rod	\$		\$	65.73
Accessories Hard Surface	Homogeneous Sheet Vinyl Walk Rods	MHSWR		164 ft	BI	Medalla Hues Solid Walk Rod	\$		\$	77.60
Accessories Hard Surface	Homogeneous Sheet Vinyl Walk Rods	MHSWR		82 ft	BI	Medalla Hues Pattern Walk Rod	\$		\$	65.73
Accessories Hard Surface	PVC Free Homogeneous Sheet Vinyl Walk Rods	MHSWR		164 ft	BI	Medalla Wall Solid Walk Rod	\$		\$	77.60
Accessories Hard Surface	AcroSound	YUJ1C		6" x 40'	BI	Blue Down Acoust Lay	\$		\$	233.98
Accessories Hard Surface	Scratch Repair Kit	UARC-1		Individual Kit	EA	All	\$		\$	105.07
Accessories Hard Surface	Scratch Repair Kit	UARC-1		Case of 3	EA	All	\$		\$	367.87
Accessories Hard Surface	Platinum Underlayment (Replacement for Activesound)	PL103		6" x 48"	BI	Link Loose Lay	\$		\$	116.94
Accessories Hard Surface	Homogeneous Vinyl Tile Walk Rods	CTWR		600 ft	BI	Creative Terrain	\$		\$	307.35
Accessories Hard Surface	Deep Scrub Cleaner	HVTDC		1 Gallon	EA	Creative Terrain	\$		\$	0.62
Accessories Hard Surface	Deep Scrub (w/ Limonene)	HVTSP		500 Round	EA	Creative Terrain	\$		\$	0.62
Accessories Hard Surface	India Surface Cleaner	HVTSC		1 Gallon	EA	Creative Terrain	\$		\$	0.62
Accessories Hard Surface	Initial Surface Cleaner Ppd (natural)	HVTSP		500 Round	EA	Creative Terrain	\$		\$	0.62
Accessories Hard Surface	Installation Kit	LTAC		EA All	EA	All	\$		\$	51.64
Accessories Hard Surface	Instamatch Repair Kit	IK		EA All	EA	All	\$		\$	25.43
Accessories Hard Surface	Insta Repair Tool	IRT		EA All	EA	All	\$		\$	233.98
Accessories Hard Surface	Influx Seam Sealer	INF2C		5 oz Tube	TI	Healthy Environments Heterogeneous - HOM Medalla Fleck, Hues & Wall	\$		\$	13.86
Wall Base-Rubber	Covered - 120 rolls	CRW03		6"	IF	Elemental Edges	\$		\$	0.65
Wall Base-Rubber	Covered - 36" rolls	CRW03		6"	IF	Elemental Edges	\$		\$	1.63
Wall Base-Rubber	Covered - 48" lengths	CRW05		6"	IF	Elemental Edges	\$		\$	0.95
Wall Base-Rubber	Covered - 48" lengths	CRW05		6"	IF	Elemental Edges	\$		\$	1.63
Wall Base-Vinyl	Covered - 120 rolls	CVW03		6"	IF	Elemental Edges	\$		\$	0.80
Wall Base-Vinyl	Covered - 36" rolls	CVW03		6"	IF	Elemental Edges	\$		\$	1.84
Wall Base-Vinyl	Covered - 48" lengths	CVW04		6"	IF	Elemental Edges	\$		\$	0.80
Wall Base-Vinyl	Covered - 48" lengths	CVW04		6"	IF	Elemental Edges	\$		\$	1.48
Wall Base-Vinyl	Covered - 48" lengths	CVW05		6"	IF	Elemental Edges	\$		\$	0.81
Wall Base-Rubber	Renovation - 120 rolls	CRW03		6"	IF	Elemental Edges	\$		\$	1.18
Wall Base-Rubber	Renovation - 48" lengths	CRW05		6"	IF	Elemental Edges	\$		\$	1.18
Wall Base-Rubber	Straight - 120 rolls	CRW01		6"	IF	Elemental Edges	\$		\$	0.65
Wall Base-Rubber	Straight - 36" rolls	CRW01		6"	IF	Elemental Edges	\$		\$	1.63
Wall Base-Rubber	Straight - 48" lengths	CRW02		6"	IF	Elemental Edges	\$		\$	0.95
Wall Base-Rubber	Straight - 48" lengths	CRW02		6"	IF	Elemental Edges	\$		\$	1.63
Wall Base-Vinyl	Straight - 120 rolls	CVW01		6"	IF	Elemental Edges	\$		\$	0.80
Wall Base-Vinyl	Straight - 36" rolls	CVW01		6"	IF	Elemental Edges	\$		\$	1.84
Wall Base-Vinyl	Straight - 48" lengths	CVW07		6"	IF	Elemental Edges	\$		\$	0.80
Wall Base-Vinyl	Straight - 48" lengths	CVW07		6"	IF	Elemental Edges	\$		\$	1.48
Accessories - Stair Treads	Hammered Tread	CRS01		36"	IF	Elemental Edges	\$		\$	0.80
Accessories - Stair Treads	Hammered Tread	CRS01		48"	IF	Elemental Edges	\$		\$	1.48
Accessories - Stair Treads	Hammered Tread	CRS02		72"	IF	Elemental Edges	\$		\$	17.77
Accessories - Stair Treads	Hammered Tread & Riser	CRS02		72"	IF	Elemental Edges	\$		\$	21.31
Accessories - Stair Treads	Hammered Tread & Riser	CRS02		72"	IF	Elemental Edges	\$		\$	21.31
Accessories - Stair Treads	Hammered Tread w/Vis Strip	CRS03		48"	IF	Elemental Edges	\$		\$	21.88
Accessories - Stair Treads	Hammered Tread w/Vis Strip	CRS03		72"	IF	Elemental Edges	\$		\$	21.88
Accessories - Stair Treads	Hammered Tread & Riser w/VisStrip	CRS04		48"	IF	Elemental Edges	\$		\$	26.42
Accessories - Stair Treads	Hammered Tread & Riser w/VisStrip	CRS04		72"	IF	Elemental Edges	\$		\$	26.42
Accessories - Stair Treads	Round Tread	CRS05		48"	IF	Elemental Edges	\$		\$	17.77
Accessories - Stair Treads	Round Tread	CRS05		72"	IF	Elemental Edges	\$		\$	17.77
Accessories - Stair Treads	Round Tread & Riser	CRS06		48"	IF	Elemental Edges	\$		\$	21.31
Accessories - Stair Treads	Round Tread & Riser	CRS06		72"	IF	Elemental Edges	\$		\$	21.31
Accessories - Stair Treads	Round Tread w/Vis Strip	CRS07		48"	IF	Elemental Edges	\$		\$	21.88
Accessories - Stair Treads	Round Tread w/Vis Strip	CRS07		72"	IF	Elemental Edges	\$		\$	21.88
Accessories - Stair Treads	Round Tread & Riser w/VisStrip	CRS08		48"	IF	Elemental Edges	\$		\$	26.42
Accessories - Stair Treads	Round Tread & Riser w/VisStrip	CRS08		72"	IF	Elemental Edges	\$		\$	26.42
Accessories - Stair Treads	Shower / Riser	CRS09		24"	IF	Elemental Edges	\$		\$	6.30
Accessories - Stair Treads	Smooth Landing Tile	CRS10		18" x 18"	IF	Elemental Edges	\$		\$	7.48
Accessories	Universal Transition - Finish material to finish material Spac-Down T.Moulding 1.1/2" (12ft)	CRU01		240 L Per Tube	IF	Elemental Edges	\$		\$	1.98
Accessories	Universal Transition - Finish material to finish material Spac-Down T.Moulding 1.1/2" (12ft)	CRU02		240 L Per Tube	IF	Elemental Edges	\$		\$	1.98
Accessories	Universal Transition - Finish material to finish material Spac-Down T.Moulding Low Profile 2" (12ft)	CRU03		240 L Per Tube	IF	Elemental Edges	\$		\$	2.15
Accessories	U-Transition - Finish material to finish material 1/8" Resilient to Carpet Joiner (12ft)	CRU04		240 L Per Tube	IF	Elemental Edges	\$		\$	1.26
Accessories	Adaptors - Finish material to finish material 1/8" Tile-Carpet Joiner (12ft)	CRU05		240 L Per Tube	IF	Elemental Edges	\$		\$	1.84
Accessories	Adaptors - Finish material to finish material 1/8" Tile-Carpet Joiner (12ft)	CRU06		240 L Per Tube	IF	Elemental Edges	\$		\$	1.63
Accessories	Reducers - Finish material to floor 1/8" Underlayment Reducer (12ft)	CRU07		240 L Per Tube	IF					



REGIONS	STATES (Alphabetically)
1 Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2 Southwest and Texas	AZ, TX
3 Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4 Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5 Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

Sourcewell Regional Labor Rates Effective 07/01/2025		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages								
Installation Broadloom (direct glue down)	SY	\$8.46	\$11.44	\$9.18	\$12.39	\$9.87	\$13.34	\$12.70	\$17.13	\$12.84	\$17.33
Installation Broadloom (w/ pattern)	SY	\$9.18	\$12.39	\$9.87	\$13.35	\$10.59	\$14.30	\$13.41	\$18.09	\$13.76	\$18.29
Installation Carpet Tile	SY	\$9.01	\$10.59	\$9.01	\$10.59	\$9.23	\$11.57	\$9.61	\$12.96	\$11.18	\$14.97
Removal of Double Stick Installation	SY	\$8.46	\$11.44	\$8.46	\$11.44	\$8.46	\$11.44	\$11.30	\$15.23	\$11.60	\$15.42
Removal of Broadloom (direct glue down)	SY	\$4.23	\$5.72	\$4.23	\$5.72	\$4.22	\$5.71	\$5.64	\$7.63	\$5.88	\$7.79
Removal of Carpet Tile	SY	\$4.23	\$5.72	\$4.23	\$5.72	\$4.22	\$5.71	\$5.18	\$6.99	\$5.61	\$7.47
Removal/Disposal Resilient Flooring	SF	\$1.48	\$2.00	\$1.48	\$2.00	\$1.69	\$2.28	\$1.69	\$2.28	\$1.86	\$2.50
Carpet Disposal	SY	\$1.42	\$1.61	\$1.42	\$1.61	\$1.54	\$1.74	\$1.60	\$1.79	\$1.73	\$2.00
Broadloom or Carpet Tile Reclamation Fee	SY	\$2.96	\$3.80	\$2.96	\$3.80	\$3.10	\$4.20	\$3.10	\$4.20	\$3.35	\$4.49
Installation of VCT	SF	\$2.25	\$2.57	\$2.25	\$2.57	\$2.32	\$2.70	\$2.45	\$2.99	\$2.59	\$3.49
Installation of Luxury Vinyl Tile (Planks or Squares)	SF	\$3.02	\$3.28	\$3.02	\$3.28	\$3.20	\$3.49	\$3.33	\$4.49	\$3.59	\$4.78
Installation of Rubber (Tile or Roll)	SF	\$6.04	\$6.43	\$6.04	\$6.43	\$6.23	\$6.55	\$6.43	\$6.68	\$6.62	\$6.75
Installation of Sheet Vinyl	SY	\$25.38	\$30.96	\$25.38	\$30.95	\$25.38	\$30.96	\$26.45	\$35.72	\$27.06	\$35.95
Heat Welding (Sheet Vinyl)	LF	\$5.66	\$6.30	\$5.70	\$6.30	\$5.79	\$6.43	\$6.43	\$6.96	\$6.56	\$7.13
Installation Flash cove (Sheet Vinyl)	LF	\$14.13	\$16.09	\$14.13	\$16.09	\$14.58	\$17.34	\$14.78	\$18.11	\$15.54	\$18.27
Palletize/Shrink Wrap old carpet for reclamation	SY	\$2.57	\$2.99	\$2.57	\$2.98	\$2.76	\$3.33	\$2.89	\$3.49	\$2.99	\$3.98
Conventional Furniture Moving (Light)	SY	\$4.23	\$5.72	\$4.23	\$6.30	\$4.22	\$6.43	\$4.94	\$6.66	\$5.15	\$6.85
Conventional Furniture Moving (Medium)	SY	\$5.65	\$7.63	\$5.65	\$7.62	\$5.64	\$7.90	\$6.35	\$8.57	\$6.60	\$8.75
L I F T Systems / Carpet Tile Projects Only - Add	SY	\$21.21	\$22.51	\$21.38	\$22.51	\$22.48	\$23.43	\$23.79	\$25.32	\$24.49	\$25.32
Moisture Testing	EA	\$221.70	\$299.30	\$223.56	\$5.71	\$258.64	\$349.17	\$258.64	\$349.17	\$298.15	\$399.03
Night / Saturday Labor - Add up to 40%											
Sunday / Holiday Labor - Add up to 60%											
Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$2.32	\$3.68	\$2.32	\$3.67	\$2.32	\$3.68	\$3.25	\$4.97	\$3.54	\$5.26
Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$2.81	\$4.14	\$2.81	\$4.14	\$2.79	\$4.14	\$3.73	\$5.44	\$4.00	\$5.74



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1 Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2 Southwest and Texas	AZ, TX
3 Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4 Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5 Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

Sourcewell Regional Labor Rates Effective 07/01/2025		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages								
Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$2.32	\$3.68	\$2.32	\$3.67	\$2.32	\$3.68	\$3.25	\$4.96	\$3.55	\$5.26
Furnish / Install Ceramic Tile	SF	\$42.26	\$57.06	\$42.26	\$57.05	\$42.26	\$57.05	\$54.34	\$73.36	\$55.24	\$73.36
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	SF	\$1.77	\$2.40	\$1.77	\$2.39	\$2.07	\$2.79	\$2.21	\$2.99	\$2.59	\$3.49
Floor Prep - Self Leveling to 1/4 Inch (Material and Labor)	SF	\$2.22	\$3.01	\$2.96	\$3.68	\$3.33	\$4.49	\$3.69	\$4.98	\$4.32	\$5.77
Material/Equipment Rental Rates for Material/Equipment Rental not Listed - Add up to 25%											

**LABOR NOTES:**

Labor prices are not to exceed prices.

Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.

Union labor and other services and ancillary items are available through Mohawk. Union labor upcharges and other services/ancillary items are quoted job by job and negotiated between Mohawk and the customer.

Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.



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1 Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
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3 Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4 Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
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Sourcewell Regional Labor Rates Effective 07/01/2025		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages								

**LABOR EXCLUSIONS:**

- Asbestos Testing and Abatement
- Border Labor
- Carpet Cleaning
- Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges
- Delivery/Handling to job site from installer warehouse
- Disposal of Existing Hard Tile Flooring
- Dumpster Charges
- Excessive Trip Charges and Small Job Trip Charges
- Extensive floor exceeding the above described floor prep
- Furniture Moving (high density or extraordinary)
- Hoisting
- Material/Adhesive/Pad/Underlayment/Base Inside Corners/Base Outside Corners, unless otherwise noted
- Moisture Remediation/Abatement
- Moving of computers, telephony, equipment, or personal items
- Pattern Labor, unless otherwise noted
- Payment and Performance Insurance Bonds
- Phasing Labor
- Protection of Floors
- Reclamation Government Imposed Fees where applicable.
- Reclamation fee excludes packaging, palletization, and shipment to reclamation processor
- Removal hard tile
- Stair Labor
- Storage of Materials long-term
- Sales Tax - Local, State, and Federal
- Transitions exclude Schluter or similar needed for ceramic tile installation
- Union upcharges

**Exhibit E  
Master Contract**

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**Solicitation Number: 061323**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Carpet Distribution LLC, 160 S. Industrial Blvd., Calhoun, GA 30701 (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 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 as provided in Supplier's warranty information included in Attachment A. 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.

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.

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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 repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are reasonably 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.

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, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 Sourcwell 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. Sourcwell'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 Sourcwell 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 Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell 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.

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 between a Participating Entity and Supplier 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.

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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. 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

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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 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.

## **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**

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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). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell'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 30 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

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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

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.

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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

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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 Sourcwell 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 Sourcwell 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

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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.

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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**

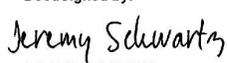
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

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Sourcewell

Mohawk Carpet Distribution LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/28/2023 | 1:28 PM CDT

DocuSigned by:  
  
By: D6FCF3C4F0CA44B...  
Mike Gallman  
Title: President, Mohawk Group  
Date: 8/28/2023 | 3:25 PM CDT

Approved:

DocuSigned by:  
  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 8/28/2023 | 3:26 PM CDT

DocuSign Envelope ID: E6C4CDD2-9987-4284-9815-9CFEC4BEF914

# RFP 061323 - Flooring Materials, with Related Supplies and Services

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## Vendor Details

Company Name: Mohawk Carpet Distribution LLC  
Does your company conduct business under any other name? If yes, please state: N/A  
Address: 160 S. Industrial Blvd.  
Calhoun, Georgia 30171  
Contact: Sergio Blanco  
Email: Contract\_compliance@mohawkind.com  
Phone: 762-204-8502  
HST#: 58-1516994

## Submission Details

Created On: Tuesday April 25, 2023 08:17:23  
Submitted On: Monday June 12, 2023 14:25:09  
Submitted By: Sergio Blanco  
Email: Contract\_compliance@mohawkind.com  
Transaction #: f2ce29cf-9a8b-420b-949e-c4987397df39  
Submitter's IP Address: 199.71.178.2

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**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")	Mohawk Carpet Distribution LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	VUPMQXUJKP3
5	Proposer Physical Address:	160 S. Industrial Blvd. Calhoun, Georgia 30701
6	Proposer website address (or addresses):	www.mohawkgroup.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):	Mike Gallman President, Mohawk Group 160 S. Industrial Blvd., Calhoun, GA 30701 Mike_gallman@mohawkind.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sergio Blanco Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 sergio_blanco@mohawkind.com (706) 624-2076
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brandi Purkey Manager, Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 Brandi_purkey@mohawkind.com (706)-483-0874

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

Line Item	Question	Response
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10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Mohawk is proud to offer a complete portfolio of commercial products including the following:            *Carpet Tile &amp; Carpet Planks-Manufactured in Mohawk's Glasgow, VA facility            *Carpet Broadloom &amp; Custom Carpet- Manufactured in Mohawk's Dalton, GA facility            *Woven- Manufactured in Mohawk's Sugar Valley, GA facility            *Luxury Vinyl Tile and Heterogeneous Sheet Vinyl- Manufactured in Mohawk's Dalton, GA facility (Limited LVT sourced)            *Homogeneous Sheet Vinyl- Sourced            *Homogeneous Vinyl Tile, Stair Treads, &amp; Wall Base- Manufactured in Mohawk's Sheboygan, WI facility            Laminate- Manufactured in Mohawk's North Carolina facility            Supporting ancillary products- Manufactured in the United States</p> <p>Mohawk is offering a complete installation package covering new build and renovation work. In addition to install, Mohawk offers a reclamation program where Mohawk will reclaim the existing flooring to ensure that the product does not wind up in a landfill.</p> <p>Additional design services offered by Mohawk include Personal Studio where member's can transform existing running line material to a custom product by changing yarn colors thus fulfilling agency colors and desired aesthetics.</p> <p>Mohawk also offers maintenance training for projects to help facilities and maintenance understand how to best maintain flooring throughout the life of the product.</p> <p>In a world where we have experienced supply chain disruption, Mohawk utilizes our in house fleet of 750 trucks to move material inside of the contiguous United States for delivery within 7 days. Mohawk maintains control of the product from production through delivery to Sourcewell members.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Mohawk is proposing our complete commercial portfolio including broadloom carpet, carpet tiles inclusive of square and plank, walk off carpet tiles, luxury vinyl tile, adhesives, ancillary items including trims and base. Mohawk Group will also offer delivery, installation services for all the above listed products along with reclamation services.</p>
12	Does the response include installation services?	<p>Does the response include installation services?</p>
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	<p>See our response for Line 14-16 below.</p>
14	How does the Participating Entity select an installer?	<p>Mohawk maintains a national database of installation partners who are trained and familiar with Mohawk product installation guidelines. Dependent upon the scope of the project, Mohawk will make a recommendation for an installation partner to the participating entity.</p> <p>If a participating entity has an installer that they are familiar with and prefer to use then Mohawk will review their past experience and confirm they are eligible to install Mohawk products as a subcontractor to Mohawk. Once confirmed, Mohawk will work with the installer to provide a proposal to the participating entity.</p> <p>Mohawk also identifies installation partners who hold socioeconomic status. If the participating entity is looking to obtain tier 2 spend towards their small business goals then Mohawk can facilitate an install that will support the entity's initiatives.</p> <p>If a participating entity has a dealer they prefer to purchase direct from then Mohawk will review past experience and eligibility then provide an authorization letter for the dealer to quote utilizing Mohawk's Sourcewell contract. This path will allow a participating entity to gain tier 1 small business spend if the entity elects a dealer with socioeconomic status.</p>

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15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	All MohawkOne installation partners are Mohawk vetted and approved. The vetting process includes requiring all installers to provide references and requiring they hold all proper insurance documentation, licenses, and certifications. We request a current Certificate of Insurance document that demonstrates workers compensation and employer's liability insurance with limits and coverages as required by the law of the state in which the installer is located. Certificate of Insurance documents are kept on file and updated annually. All installers are also required to sign MohawkOne's Installation Partner Master Services Agreement. For each job, we require that the selected installer have crews large enough for the scope of work required and that their skills fit the job at hand. After each installation, we ask that our customers complete a Project Completion Form and provide feedback regarding their satisfaction of the work completed. This allows for ongoing vetting to ensure Mohawk is only partnering with proven and trusted installers with whom we have long term experience or who come highly recommended to us from highly trusted sources.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Mohawk does not have a standard installation agreement required for participating entities. The agreement between the participating entity and Mohawk is based on the Sourcewell's terms and conditions. If the participating entity provides an agreement to Mohawk, then Mohawk will review on a case by case basis.

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**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	<input checked="" type="radio"/> Yes <input type="radio"/> No	
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input checked="" type="radio"/> Yes <input type="radio"/> No	
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input type="radio"/> Yes <input checked="" type="radio"/> No	
29	Floor mats	<input type="radio"/> Yes <input checked="" type="radio"/> No	
30	Rugs	<input type="radio"/> Yes <input checked="" type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input type="radio"/> Yes <input checked="" type="radio"/> 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)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**Table 3: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Mohawk pricing is consistent with our not to exceed pricing structure.

**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.

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Line Item	Question	Response *
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.	Mohawk will provide a discount off list pricing for our complete portfolio including SKU numbers and a labor grid to include standard and prevailing wages - see attached 'Sourcewell Price Grid - 2023' and 'Sourcewell Price Grid - 2023 - CANADA' PDF document.
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?	We execute full accountability throughout the project management process. We establish site visits for determination of accurate measurements and to elaborate the true scope of work, so the proposal is a true and accurate reflection of the actual work to be performed (i.e. location, facility type, occupied space vs. vacant, project size, product type(s), installation deadlines, etc.) with competitive pricing. We work with our installation partner to review site visit pictures and confirm the floor plans and take offs are accurate. We will also provide a phasing schedule, onsite communication and direction for preparing the space for furniture lift or movement as needed. Our proposals are itemized by line item per unit of measure for both material and labor. An example proposal available if requested. See attached '2023 - Sourcewell Pricing' for labor grid.
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.	Mohawk can provide a 10-30% discount from the list price.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk's pricing is not to exceed which means there is flexibility to provide a reduction to the published contract pricing dependent upon size and scope of the project.
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.	Mohawk provides our complete commercial portfolio to Sourcewell. If a product is launched and desired prior to amending the existing price grid then Mohawk will provide the same structure of pricing to the member as with existing products in the same platform. Regarding installation or sourced material to finish a project that is defined in the open market line items, this would be calculated as a cost plus dependent upon the risk Mohawk is taking to provide the particular line item. As a standard, Mohawk looks to have the most encompassing priced line items to fulfill procurement guidelines where participating entity's have limitations on "open market" items.
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.	Mohawk will not have any standard additional charges on every day quotes to the customer. Specific cases where a customer request expedited shipping, there would be an additional cost to the customer.
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.	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> <li>• Alaska—we offer both a Prepaid and add and prepaid solution delivering via SPAN Alaska to many AK locations.</li> <li>• Hawaii—we offer solutions through SCD (Fontana, CA) and HYS (Hayward, CA) warehouse, AFF carrier. You may choose shipment to mainland Hawaii for delivery. Mohawk has one truck operating in Hawaii.</li> <li>• Canada—we offer solutions out of CAD (Calhoun, GA) and KND (Kent, WA/ KND for British Columbia).</li> <li>• Any direct ship (DRP) from manufacturing facility outside US is coordinated through International Logistics department and they will need to provide details to support.</li> </ul> <p>All delivery terms are prepaid and add.</p>

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42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mohawk has a full-service fleet to anywhere in the United States with the assistance of outside carriers in outlying areas. If a Sourcewell member were to require an expedited delivery then Mohawk has the resources to fulfill these requests whether by ground or air. Mohawk is also able to provide inside delivery if needed per the participating entities request.	*
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**Table 5: Payment Terms and Financing Options**

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Mohawk's payment term is Net 30. Mohawk can accept payment via ACH, Wire, P-Card, and credit cards(Mastercard, Visa, American Express).	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk does not offer leasing or financing options.	*
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.	Mohawk utilizes a standard proposal document for quoting projects. Mohawk accepts participating agencies purchase orders based on the Sourcewell terms and conditions. Mohawk does not require any additional transaction documents. Mohawk will review any terms and conditions, service level agreements, etc. from participating agencies on a case by case basis.	*
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?	Mohawk does accept P-Card as part of the payment process and there is no convenience fees for government and education members.	*

**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.	Mohawk's Contract compliance team will review the sales quarterly against the established contract price to ensure pricing is within the contractual parameters. A strategic account code is created to ensure our team is able to locate and manually pull all order sales (including material and labor) that are tied to the specific code. The strategic account code will be tied to all orders related to the Sourcewell contract and will be input by customer service at order entry. The Account Executive will also verify after order placement that the strategic account code is added. The Account Executive is also able to add the code if missed at the time of order entry. A review will be performed 15 days following quarter close to verify the vendor report has been completed based on the contractual requirements and review the request to Accounts Payable is consistent with the proposed administrative fee against the sales volume for the quarter.	*
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.	With having a long standing history between Mohawk and Sourcewell, we understand what success looks like. Mohawk continues to review year over year trends with our Sourcewell spend at the state level, the piggyback state contract level as well as the growth between entity type including government, k-12, and higher ed. These trends and historical data will provide direction to Mohawk on next steps for engagement with our field Account Executives. Where we see growth in certain markets, we share best practices to leverage in other markets. Where we identify the market flattening or declining, we reevaluate our approach to penetrate from a different angle to leverage our Sourcewell agreement.	*
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.)	Mohawk proposes a 2% administrative fee which will be calculated on material and installation services less freight.	*

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**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.	<p>Mohawk is one of the largest flooring suppliers in North America. Mohawk was founded on three of the oldest and most respected brands in the industry - Karastan, Lees, and Bigelow. We have been producing carpeting continuously for over 180 years. Annual revenue is \$11.7 billion. Since 2001, Mohawk Industries has been granted 151 patents, including polymer blends for improved value and performance, enhancement of dyeing and performance for commercial carpet, fiber design for improved aesthetics and performance, 100% post-consumer carpet fiber, and new extrusion technology to make BCF from recycled PET bottles.</p> <p>Mohawk's fundamental corporate values:</p> <ul style="list-style-type: none"> <li>• Act with uncompromising honesty and integrity in everything we do</li> <li>• Satisfy our customers with innovative technology and superior quality, value and service</li> <li>• Provide our investors an attractive return through sustainable, global growth</li> <li>• Respect our social and physical environment around the world</li> <li>• Value and develop our employees' diverse talents, initiative and leadership</li> <li>• Earn the admiration of all those associated with Mohawk Industries, worldwide</li> </ul> <p>We do not wish to be a transactional company. We look to cultivate long-term relationships. When we secure end users, we want them to be customers for life. Additionally, we have a philosophy to provide true value. Be it in service, performance or aesthetics, we look to long term, lifecycle value. Part of our strategy to ensure customers for life is developed from our reputation for accountability; when problems occur, it is our reputation for prompt resolution that ultimately defines us.</p>
51	What are your company's expectations in the event of an award?	<p>Mohawk's expectation is business continuity and growth opportunity. As the first awarded manufacturer to expand Sourcewell's use as the basis of award for some of our leading state's, we expect to continue this initiative. Mohawk has been servicing Sourcewell members and our customers for over a decade utilizing the Sourcewell agreement. We will continue with our existing customers as well as leverage the agreement to pursue other state's for piggyback adoption as well as local use. The Sourcewell agreement allows Mohawk to educate our customers on the ease of cooperative purchasing and allowing members the access to Mohawk's full product offering with a one source worry free solution.</p>
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.	<p>See attached 'Mohawk Annual Report 2022' uploaded.</p>
53	What is your US market share for the solutions that you are proposing?	<p>Mohawk's hard surface market share in the US in 15% - 20%, while the soft surface market share is 15%-25%.</p>
54	What is your Canadian market share for the solutions that you are proposing?	<p>Mohawk's hard surface market share in Canada is 5% while the soft surface market share is 15%-25%.</p>
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Mohawk has never petitioned for bankruptcy protection.</p>
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?	<p>Mohawk is best described as a flooring manufacturer who has the capacity to provide services through our turnkey division known as MohawkOne or through our dealer network. Mohawk maintains a commercial sales force of 129 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 2 Senior Directors of Segmented sales with each a focus on Education and Government, 3 Business Development Managers, and 110 Account Executives situated strategically across the United States and Canada. Mohawk views our dealers as partners in our daily operations. Mohawk partners with 481 local subcontractor/dealers who will serve as the labor subcontractors if awarded this contract, so the relationship maintained with our dealers is vital in the success of our business. Dealers are not direct Mohawk employees and will be locally subcontracted for work to be performed in their respective areas. Mohawk maintains a database dealers who buy directly from Mohawk. If the transaction is going through our vetted dealer network then Mohawk's dealers will act as the contractor of record for the agency by quoting and receiving payment directly from the agency.</p>

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57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mohawk has never been suspended or debarred.	*
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**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.	<p>Mohawk has been recognized with over 15 awards for our sustainability products, practices, and efforts.</p> <ul style="list-style-type: none"> <li>-Floor Covering Weekly GreenStep 2021 Awards, Product Winner for EverStrand</li> <li>• Floor Covering Weekly GreenStep 2021 Awards, Practice/Process Honoree, ReCover Recycling Program</li> <li>• Floor Covering Weekly GreenStep 2022 Awards, Practice/Process Winner, ReCover Recycling Program</li> <li>• Floor Covering Weekly GreenStep 2022 Awards, Promotion Winner, UltraWood Naturally Sustainable Infographic</li> <li>• The International Surface Event Best of Services 2021 Award, Sustainability: ReCover Carpet Recycling Program</li> <li>• GOOD DESIGN Award for Smart City 2021</li> <li>• Green GOOD DESIGN Award for Data Tide 2022</li> <li>• Green GOOD DESIGN Award for UltraWood 2022</li> <li>• Metropolis Planet Positive Awards, Flooring Product honoree for Data Tide</li> <li>• Best of NeoCon Awards, Sustainability category for Data Tide 2021</li> <li>• Best of NeoCon Awards, Sustainability category for Social Canvas and Painted Perspectives 2022</li> <li>• HiP Awards, Green Materials category, honoree for Color Pulse</li> <li>• HiP Awards, Health + Wellness Flooring category, honoree for Crossing Current</li> <li>• Green Builder Media, 2021 Eco-Leader for Mohawk Flooring</li> <li>• Green Builder Media, 2021 Hot 50 Products for UltraWood</li> <li>• Green Builder Media, 2022 Sustainable Product of the Year, UltraWood</li> <li>• Forbes' Best Large Employers</li> <li>• Forbes' Best Employers for Veterans since 2020</li> </ul>	*
59	What percentage of your sales are to the governmental sector in the past three years?	<p>2021 - 8% 2022 - 8% 2023 YTD - 7%</p>	*
60	What percentage of your sales are to the education sector in the past three years?	<p>2021 - 12% 2022 - 13% 2023 YTD - 10%</p>	*
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?	<p>BuyBoard - \$1,504,000 E&amp;I - \$322,000 State of CA - \$7,146,000 State of Florida - \$10,045,000 State of Georgia - \$462,000 State of KY - \$4,240,000 State of MO - \$364,000 State of NJ - \$313,000 State of NY - \$1,960,000 State of NC - \$1,044,000 State of TX - \$257,400 State of UT - \$3,007,000 University of CA - \$408,700</p>	*
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?	<p>GSA Contract GS03F077AA 2021 - \$637,419 2022 - \$847,012 2023 - \$97,726 YTD</p>	*

**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 *
State of Florida - Department of Management Services	Government	Florida - FL	Statewide Flooring Material and installation Labor	\$4,855 average transaction / 1,550 Purchase Orders over 3 year period	\$10 million
State of California - Department of General Services	Government	California - CA	Statewide Flooring Material and installation Labor	\$3,350 average transaction / 1,650 Purchase Orders over 3 year period	\$7.2 million
State of Kentucky - Commonwealth of Kentucky	Government	Kentucky - KY	Statewide Flooring Material and installation Labor	\$6,108 average transaction / 602 Purchase Orders over 3 year period	\$4.2 million
State of Utah	Government	Utah - UT	Statewide Flooring Material	\$4,382 average transaction / 571 Purchase Orders over 3 year period	\$3 million
State of New York - Office of General Services	Government	New York - NY	Statewide Flooring Material	\$4,397 average transaction / 543 Purchase Orders over 3 year period	\$1.9 million

**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 *
State of Kentucky - Commonwealth of Kentucky	Daniel Salvato	502.564.5862
State of New York - OGS	Stacey Savage	518.473.6949
State of Florida - DMS	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.	Mohawk maintains a commercial sales force of 129 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 2 Senior Directors of Segmented sales with each a focus on Education and Government,3 Business Development Managers, and 110 Account Executives situated strategically across the United States and Canada.

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66	Service force.	MohawkOne retains an extensive installer network which is comprised of approximately 400 flooring installation providers across all of the United States and Canada. All installers are vetted and Mohawk approved, and many are factory or field trained by Mohawk's Field Managers. Each installation partner employs a number of full-time local and / or traveling crews of installers. An installer is matched and selected for a job based on the scope of work of the project (i.e. location, facility type, occupied space vs. vacant, project size, product type(s), installation deadlines, etc.) and the installer's expertise and abilities to meet the needs of a project. We have the capability to manage large to small installations and provide successful installations in terms of schedules, cost, resources and scope. MohawkOne has the ability to add new partners as needed through our installer vetting process which includes the requirement to sign MohawkOne's Installation Partner Master Services Agreement. Mohawk directly employs sixteen full-time MohawkOne project managers who are responsible for coordinating and managing flooring installation projects for over 120 customers.	*
67	Dealer network or other distribution methods.	Mohawk maintains a dealer network across the United States and Canada. If an agency has a dealer they are comfortable conducting business with then Mohawk will properly vet their credit and claims history then provide authorization for the dealer to quote utilizing Mohawk's Sourcewell contract.	*
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.	As a Mohawk held contract, Mohawk will be responsible for meeting the needs of the participating entity in partnership with our dealer network. While our dealers and internal sales force will show entity's product, the dealer will be responsible for quoting, receiving a PO, and invoicing the member. Mohawk will be responsible for capturing the dealer sales data and reporting to Sourcewell. Mohawk is also responsible for ensuring lead times are met and delivery of the products to the dealer or entity location. If Mohawk is selling direct then Mohawk will quote, receive a PO, and coordinate install and shipment directly with the subcontractor. Once the entity signs the project completion form then Mohawk will invoice for the project.	*
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Among Mohawk's sales force, we have relationships with over 34,000 dealers. Out of the overall dealers in Mohawk's system, Mohawk utilizes approximately 460 as subcontractors to Mohawk between the United States and Canada when the projects are a direct purchase including installation. Mohawk understands the importance of dealer relationships and involving their presence in our forward deployment of the Sourcewell contract since they are in constant contact with participating entities.	
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.	<p>Dealer Orders: Mohawk's Customer service approach and goals are centered around our customers satisfaction. Our customer service is available anytime from Monday - Friday 8am - 7pm Eastern Standard Time. All orders can be placed via phone 1(800)-622-6228 ext. 45272, email government_customerservice@mohawkind.com, or through our newly integrated Mohawk Xchange website. Our service level's to respond to emails is to receive a response within the same day. Any order received before 4pm will be entered the same day. All phone and orders placed on Xchange will be submitted immediately at the time of order. For order status, the customer is able to call, email, or text (520) 277-9937.</p> <p>Direct Sourcewell Member Orders: Your MohawkOne Project Manager is your single source solution that handles the customer service functions for your account. They can be contacted with questions or concerns and will work towards finding and presenting a solution within 24 hours of contact. Your Project Manager is committed to providing appropriate solutions and alternatives when needed. Aside from resolving any issues that arise, your Project Manager is responsible for custom-managing all aspects of your flooring project including validating quantity estimates, order entry, inventory management, expediting of shipments, document preparation, and coordination between manufacturing and shipping regardless of the ultimate destination of your project. Every MohawkOne Project Manager has a backup who cross trains to cover for them in the event of their absence. Our MohawkOne customer support vision is to be recognized by our customers as providing a superior, industry leading customer experience with seamless execution from first contact to installation and after-sales support.</p>	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Mohawk has the capability and willingness to provide our products to all US participating entities. Mohawk has positioned itself to be a partner to government and education members in several areas defined below:</p> <ul style="list-style-type: none"> <li>*Mohawk has ensured our Account Executives are properly trained on cooperative purchasing</li> <li>*Mohawk communicates product trends and market shifts related to gov/ed to Account Executives.</li> <li>*Mohawk understands that gov/ed is important in all parts of the United States, not just major metros. We ensure all zip codes have support regardless of how urban or how rural.</li> <li>*Mohawk has key installation partners to cover all zip codes so that Sourcewell members can receive a complete installation package.</li> <li>*Mohawk has the logistics to support delivery on time</li> </ul>	*

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72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Mohawk has the capability and willingness to provide our products to all US participating entities. Mohawk has positioned itself to be a partner to government and education members in several areas defined below:</p> <ul style="list-style-type: none"> <li>*Mohawk has ensured our Account Executives are properly trained on cooperative purchasing</li> <li>*Mohawk communicates product trends and market shifts related to gov/ed to Account Executives.</li> <li>*Mohawk understands key government markets in Canada.</li> <li>*Mohawk has key installation partners to cover all provinces so that Sourcewell members can receive a complete installation package.</li> <li>*Mohawk has the logistics to support delivery on time</li> </ul>	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Mohawk will service non profit agencies.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Mohawk does not have any limitations related to servicing Sourcewell participating agencies.	*
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?	Mohawk takes no exceptions and is fully capable of servicing all geographies and 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.	Mohawk does not have any requirements or restrictions for servicing Hawaii and Alaska.	*

**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.	<p>Mohawk has a three part strategy for promoting Mohawk’s Sourcewell contract which includes continuous education for our sales force, business development with Sourcewell members, and marketing Sourcewell at different shows Mohawk attends. - LEED and WELL are building certification in which projects earn credits toward certification by using safe and environmentally responsible building products. Our products contribute to those credits by proving they are sustainable through the certifications listed above.</p> <p>- All manufacturing locations adhere to wood sourcing principles, such as FSC®, PEFC™ or other third-party validation, to ensure 100 percent of our wood fiber comes from responsibly managed forests, recycled waste streams or recovered wood sources by 2030. These programs are validated through an annual audit process.</p> <p>- We have a robust ReCover Recycling Program. Through our current ReCover Recycling program, we offer post-consumer recycling all across North America and Canada. We use different methods to process post-consumer waste at the end of its life - recycle, upcycle, downcycle, waste-to-energy. We have a network of recycling partners all across the U.S. and Canada.</p> <p>Continuous Education: Mohawk has 124 Account Executives throughout the United States and Canada focused on government/education. As a historical contract holder, Mohawk has provided continuous education around cooperative purchasing and the Sourcewell contract. In q4 of 2022 Mohawk’s Education &amp; Government leaders hosted multiple trainings to include 12 regions of ed/gov focused Account Executives. This has continued into Q1-Q2 of 2023 where we will wrap up the remaining four regions. This training explains to our field why Sourcewell is an easy button for the customer and satisfying the bid requirements. We also teach them about the breadth of product on Sourcewell and the complete turnkey solution with a two year install warranty. From a member perspective, we show them specifically how to locate Sourcewell members, how non members can register, the process for quoting and tracking the Sourcewell member business.</p> <p>Marketing: Upon award, Mohawk will modify our Capabilities document showing Mohawk’s Sourcewell contract details and why Mohawk will be beneficial to members. Mohawk will utilize our CRM to pull existing Sourcewell members and host a blitz notifying customers that Mohawk has been awarded a new Sourcewell contract for Flooring and Related Materials. In addition to this, Mohawk Group will offer a co-branded press release through our social media presence showcasing the award. Mohawk will also continue to utilize Sourcewell branded collateral at trade shows we attend such as Georgia Procurement Conference, NIGP events, etc.</p> <p>Business Development: Mohawk has created four new roles in business development where the sole focus is to identify education and government end users. Mohawk will continue to work with our Account Executives to identify members in each geography to target and grow the business with strategically. This includes providing past flooring spend, key decision makers in facilities and procurement, and historical Sourcewell usage.</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We align digital content strategies with brand strategies to scale content delivery with business objectives. We optimize our tech stacks to integrate content creation, publishing and analytics for 360 degree insight into our marketing campaigns, as well as to track inbound social data/activity to effectively measure social ROI and business value. We set smart goals and measure them frequently, tracking through data-driven interpretation to gain insights and make optimizations to drive awareness and conversion. Using a multi-channel communications approach, we target audiences and drive lead generation via email, Facebook, Pinterest, LinkedIn, Instagram, Twitter, and native website/blogs.</p>
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?	<p>Sourcewell’s role in promoting the contract award is to be available to Mohawk when members are having trouble grasping the cooperative process or need more information from Sourcewell as to how this contract is best suited to help the member. Mohawk also sees Sourcewell as a partner who will connect members with awarded suppliers when members inquire.</p>
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.	<p>Xchange is our e-commerce platform The Xchange platform allows customers that are setup to go online and check stock, place orders, get order status, file a claim, and pay their bill. Similar to an Amazon or Walmart.com. It allows them to shop and put items in their cart and turn into an order. Quotes are generated by sales on a project by project basis but customers and customer service have access to create a quote as well.</p>

**Table 13: Value-Added Attributes**

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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.	Dependent upon the project, Mohawk offers job starts where a technician will come out to ensure everything is situated for a <b>flawless</b> installation. Mohawk Account Executives or Mohawk Field Services are available to provide maintenance training. This is at no cost to Sourcewell members. If education and government maintenance teams have a better understanding of how to maintain the product installed then the life of the flooring will be set up for success whether that be aesthetics or performance.
82	Describe any technological advances that your proposed products or services offer.	<p>A key technological advance that Mohawk is proud of is our launch of EcoFlex ONE backing. This backing is 100% carbon neutral plus an additional 5% carbon offset. It has a minimum of 74% recycled content, provides a 50% reduction in embodied carbon emissions, and utilizes 28 plastic bottles which have been diverted from the landfill in every square yard of EcoFlex ONE modular tile. This product is always NSF140 Platinum rated.</p> <p>Regarding Fiber, Mohawk Group's Color Pulse™ is a breakthrough in fiber innovation that delivers the visual texture of a space dyed yarn, but with the low environmental impact and high performance of a solution dyed nylon. Using zero water, Color Pulse™ save 5,300,000 cups of water every year. Doing More with Less</p> <ul style="list-style-type: none"> <li>• Zero water: Color Pulse uses zero water in its dyeing process, conserving natural resources.</li> <li>• River conservation: As a cornerstone of the Waterways Project, the purchase of Color Pulse products supports donations to projects that are working to preserve river health and human health around the world.</li> <li>• Longer lifecycle: Carpets made with Color Pulse deliver greater durability to minimize environmental impact. They are also easy to recycle through our ReCover program</li> </ul>

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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.	<p>At Mohawk, we take a holistic approach with sustainability and utilize the environmental, social and governance or ESG mindset. This holistic approach centers around the three pillars of People, Planet and Performance and includes goals, some of which we already have met, to guide our work. Here we are highlighting our holistic sustainability approach and recent initiatives that will foster greater results.</p> <ul style="list-style-type: none"> <li>- CLIMATE-POSITIVE FUTURE: Being part of the climate change solution by implementing a decarbonization strategy through measurable science-based targets <ul style="list-style-type: none"> <li>o Reduce Scope 1 and 2 emissions by 25 percent by 2025, which we already have achieved. Further work to reduce carbon emissions continues.</li> <li>o Develop consistent process for measuring and assessing Scope 3 emissions to help develop science-based emissions targets and report Scope 3 emissions by 2024.</li> </ul> </li> <li>- WATER RESTORATION- Improving efficient and responsible use of water in all processes and products <ul style="list-style-type: none"> <li>o Reduce water intensity by 30 percent by 2025, which has been achieved. We continue to work on further reductions</li> </ul> </li> <li>- PRODUCT CIRCULARITY- Thoughtfully minimizing environmental impact across product life-cycle through sustainable design, innovation, extended use and responsible use <ul style="list-style-type: none"> <li>o Release a product circularity goal for each business segment by 2025.</li> <li>o Reduce waste-to-landfill intensity 30 percent by 2025.</li> </ul> </li> <li>- RESPONSIBLE SOURCING- Selecting suppliers and partners that meet our ethical, sustainable and socially conscious standards <ul style="list-style-type: none"> <li>o All manufacturing locations adhere to wood sourcing principles, such as FSC®, PEFC™ or other third-party validation, to ensure 100 percent of our wood fiber comes from responsibly managed forests, recycled waste streams or recovered wood sources by 2030. These programs are validated through an annual audit process.</li> <li>o Engage in carbon reduction partnerships with our supply chain as part of the process to develop SBTs.</li> <li>o Improve spend with diverse suppliers year over year. Develop a strategy to grow supplier diversity in 2022 via a cross-functional Supplier Diversity Committee</li> </ul> </li> <li>- Initiatives: <ul style="list-style-type: none"> <li>o The Climate Pledge - This global movement co-founded by Amazon and Global Optimism in 2019 as a challenge to businesses to achieve net zero carbon by 2040. Mohawk Group is proud to be one of only a select few of manufacturers, to accept the challenges of The Climate Pledge.</li> <li>o The Waterways Project – a journey through new products, technologies, and initiatives to help us better understand and give back to the living watersheds that sustain us all partnering up with Waterkeeper Alliance and Change the Course</li> <li>o Susan G. Komen initiative: Since 2001, Mohawk has supported Susan G. Komen on behalf of the company’s community of employees, architects and designers, many of whom have been touched by breast cancer.</li> <li>o Art lifting: As part of its Better Together Initiative, Mohawk Group partnered with Art Lifting to champion artists who are impacted by housing insecurity and disabilities. Art Lifting provides a platform and creates opportunities for these underrepresented artists to amplify their voices and participate in the contemporary art market.</li> </ul> </li> </ul>
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).	<p>All Mohawk carpet is Green Label Plus certified and hard surface products are FloorScore certified, exceeding the most stringent requirements for VOC emissions contributing to clean and healthy indoor air quality. FYI: Indoor Air Quality goes by many different names. You may see IAQ, low-VOC, CDPH v1.2-2017, or CARB compliant. All these acronyms can be satisfied by our Green Label Plus or FloorScore certificates</p>

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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.	<p>All Mohawk carpet is Green Label Plus certified and hard surface products are FloorScore certified, exceeding the most stringent requirements for VOC emissions contributing to clean and healthy indoor air quality. FYI: Indoor Air Quality goes by many different names. You may see IAQ, low-VOC, CDPH v1.2-2017, or CARB compliant. All these acronyms can be satisfied by our Green Label Plus or FloorScore certificates.</p> <p>-Material Transparency: Many Mohawk Group soft surface products and select hard surface products have material disclosure documents. These documents list all the materials that make up our products and disclose whether they have any health effects on the people around them. We have two types of material transparency documents: Health Product Declarations (HPDs) and Declare labels. HPD and Declare labels are both material transparency documents.</p> <p>-Multi Attribute Certifications: There are a number of certifications that look at multiple attributes of a product, such as its energy use, recycled content, durability, and waste minimization. NSF 140 Gold certification is the industry standard, and Mohawk Group has reached this level for all nylon fiber commercial products. We went above and beyond with EcoFlex ONE and reached NSF 140 Platinum certification, becoming the first running line carpet tile to do so. C96The Living Product Challenge is a third-party product certification program administered by the International Living Future Institute. Living Products at their base are: • free of toxins • respect the rights of workers • have a net-positive carbon and water impact, and • aim to positively impact their environment. All our Mohawk Group nylon fiber on EcoFlex backing carpet tile is Living Product Challenge (LPC) Petal Certified. LPC requires that all environmental "handprint" (or give back) projects are associated with social co-benefit, meaning that the handprint activities must be performed for an organization or community that otherwise would not have been able to undertake them under normal circumstances.</p>	*
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.	Mohawk is a large business. Mohawk has the capability to subcontract with businesses that hold a socioeconomic status for installation services in order for participating agencies to receive tier 2 spend.	*
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?	<p>Through mergers and acquisitions, Mohawk is the largest flooring manufacturer globally. 2020 was a challenging year for flooring manufacturers and a testament of our strength in the flooring market. A unique attribute about Mohawk is that we are vertically integrated. The combination of the size of Mohawk which allows us to leverage our buying power of raw materials and our vertical integration enabled the business to maintain standard lead times. Mohawk did not have to delay our US made carpet tile, broadloom, and LVT. We were able and are still providing on time deliveries 98% of the time.</p> <p>Mohawk owns one of the largest private fleets in the United States. This includes 750 trucks and 35 distribution and satellite warehouses. Our distribution network is unique due to Mohawk's delivery capabilities. We can be anywhere inside the contiguous United States within seven days. Due to this being in house, Sourcewell members can call Mohawk for status of shipment from the time the order enters are system through product delivery and installation. We are the one source solution for Sourcewell members.</p>	*

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**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 *	
88	Do your warranties cover all products, parts, and labor?	Yes.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached product warranties pdfs.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if the material issue is covered in our warranty. We have a two-year installation warranty.	*
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?	Mohawk can reach all areas for repair, and we also have an outreach of certified technicians Mohawk will subcontract with in the event a repair is needed.	*
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?	Mohawk will maintain the warranties for all products sold under this contract.	*
93	What are your proposed exchange and return programs and policies?	Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials. <ul style="list-style-type: none"> <li>• Cancellations, returns and/or pending shipments under 100 yards, single dyelot, (cut made or en route) - No return / cancellation fee</li> <li>• Cancellations, returns and/or pending shipments over 100 yards (cut made or en route) - 25% of material value</li> <li>• Karastan brands over 100 yards or any Running Line order over 2000 yards incur 25% cancellation fee after 3rd business day from order placement</li> <li>• Customs, Drops, Promotional Goods - No return/cancellation</li> <li>• Returns - Outbound and return freight- Customer obligation</li> <li>• Invoices over 90 days old- No returns</li> </ul>	*
94	Describe any service contract options for the items included in your proposal.	MohawkOne is your single, one-stop, integrated solution for your entire flooring project from start to finish. We execute and custom-manage every detail including ordering, scheduling, invoicing, installing and maintenance. In addition, MohawkOne doubles your standard labor warranty from one year to two years.	*

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**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	MohawkOne offers an extended two-year installation warranty. MohawkOne is your one source solution to address any warranty related items as we service the customer through the process. Whether it is a potential product issue or an installation issue, our installation partners can detect and remediate issues before they become a larger problem. Your MohawkOne project manager will ensure there is a timely resolution to your concerns and will take immediate action to remedy any problems encountered.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The MohawkONE project manager has an internal checks/balance process, automatic system reports as well as follow-up procedures that are utilized to ensure each and every project is shipped, installed and invoiced according to plan. We endeavor to promote a service that offers ease and confidence to all of our customers. Customized reporting is available upon request. Examples of customized reporting include but are not limited to, lead time reports, customized live documents (Smartsheets), and a purchasing activity report - see attached excels 'Sample Lead Time Report' and 'Sample Purchasing activity report'.

**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."

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- [Pricing](#) - Pricing.zip - Monday June 12, 2023 14:17:57
- [Financial Strength and Stability](#) - Mohawk Annual report 2022.pdf - Monday June 12, 2023 14:14:00
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Monday June 12, 2023 14:18:42
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell RFP\_061323\_Flooring\_Contract\_Template LLP 05152023.docx - Monday June 12, 2023 14:14:30
- [Upload Additional Document](#) - Additional Documents.zip - Monday June 12, 2023 14:19:01

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## 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

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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. - Sergio Blanco, Contract Compliance, Mohawk Carpet Distribution LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_RFP_061323_Flooring</b> Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_061323_Flooring</b> Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_061323_Flooring</b> Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_061323_Flooring</b> Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_RFP_061323_Flooring</b> Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_061323_Flooring</b> Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_061323_Flooring</b> Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1