



Solicitation Number: RFP #031622

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Ave., Dalton, GA 37021 (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 Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **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 the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

Notwithstanding anything herein to the contrary, Supplier's warranty of the Equipment, Products, and Services is subject to the applicable generally published manufacturer's limited product warranty, such that in the event of a conflict between this Contract and such manufacturer's limited product warranty, the terms of the manufacturer's limited product warranty control. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, the applicable Participating Entity is responsible for all applicable taxes arising from the provision of Equipment, Products, or Services under this Contract, which shall be in addition to any other pricing for such goods and/or services.

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. Sourcewell's approval of such requests will not be unreasonably withheld. 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 Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

Upon receipt of a properly submitted request, Sourcewell will approve Equipment, Product, or Service price increases, without limitation, if such increase is attributable to a material change in applicable duties, taxes, tariffs, similar charges, or other government action.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference. Sourcewell will use commercially reasonable efforts to expedite the effective implementation of any approved Price and Product Change Request.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and, where appropriate, will encourage potential participating entities to join Sourcewell, unless such potential participating entity is already a member of another group purchasing organization or similar cooperative organization. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order must 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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 the state where the Participating Entity making the purchase is located.

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, 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery, installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Participating Entity notes the applicable Sourcwell contract number on the purchase order when submitting such purchase order. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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.

Sourcewell is responsible for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or intentional misconduct 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, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all third-party suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier under this Contract, in strict compliance with Supplier's applicable specifications, in violation of applicable patent or copyright laws.

5. *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 defaulting party will have 60 calendar days, unless otherwise approved in writing by the non-defaulting part, to cure an outstanding issue, or, if such issue is not capable of cure within 60 calendar days, to commence curing such issue and continue to diligently pursue such cure until complete.
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 provided that Sourcewell and the applicable Participating Entity(ies) are current in all payment obligations, if any. 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 60 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages to the extent permitted by this Contract. 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-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Shaw Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/23/2022 | 2:13 PM CDT

DocuSigned by:
Chuck McClurg
By: DE2133F6A5DB49F...
Chuck McClurg
Title: Vice President
Date: 5/25/2022 | 12:01 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/25/2022 | 9:22 PM CDT

RFP 031622 - Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

Vendor Details

Company Name: Shaw Contract Flooring Services, Inc.
Does your company conduct business under any other name? If yes, please state: Shaw Sports Turf
Address: 185 S Industrial Blvd
Calhoun, Georgia 30701
Contact: Jimmy Marshall
Email: jimmy.marshall@shawinc.com
Phone: 615-879-0136
HST#:

Submission Details

Created On: Thursday February 03, 2022 10:36:23
Submitted On: Wednesday March 16, 2022 14:02:27
Submitted By: Jimmy Marshall
Email: jimmy.marshall@shawinc.com
Transaction #: 54b4e149-3538-4b56-955e-2625b1bad1db
Submitter's IP Address: 104.129.206.71

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Shaw Sports Turf, ShawGrass, Southwest Greens, Watershed Geo
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Provide your CAGE code or DUNS number:	78-637-1393
5	Proposer Physical Address:	185 S Industrial Blvd. Calhoun, GA 30701
6	Proposer website address (or addresses):	www.shawsportsturf.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):	Chuck McClurg, Vice President - Shaw Turf
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jimmy Marshall, Director of Cooperative Sales 185 S Industrial Blvd Calhoun, GA 30701 615-879-0136 jimmy.marshall@shawinc.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw Industries, a Berkshire Hathaway, Inc. company, is the world's largest carpet manufacturer and leading floor covering provider with more than \$6 billion in annual sales and over 20,000 associates worldwide. Now, with the marriage of proven tradition and expanding arenas, Shaw applies the same philosophy of innovation that has been woven into more than a decade of legendary carpet manufacturing to the synthetic turf market. Through substantial assets, investments, key acquisitions and partnerships, Shaw Sports Turf has quickly secured a leadership position as a complete turnkey surfacing company excelling in providing synthetic solutions for sports, commercial, residential landscaping, pet facilities, parks, playgrounds and landfill closures. Shaw Industries acquired Sportex Construction Service, a successful 20 year veteran of the sports turf industry in 2009. By 2010 Shaw Sports Turf was a fully integrated manufacturing and supply chain for complete control of product quality from design to completion. Also the same year, Shaw Sports Turf contracted the largest synthetic turf sports field installation in the U.S.A., a 1.7 million sq. ft. multi-field sports complex. Closely following the landmark installation, Shaw constructed a 13,000 sq. ft. sports science laboratory, the industry's largest and most advanced lab for product development and testing.

11	What are your company's expectations in the event of an award?	Shaw looks forward to continuing our positive relationship with Sourcewell. Our fully turn-key services are ready to provide project management and coordination. If awarded, Shaw intends to leverage the Sourcewell agreement in the government and education sectors to provide members with top-of-the-line products and services that will make every project a seamless experience.	*
12	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.	Shaw Industries, Inc. is a privately held company and, as such, we are unable to provide financial statements. We will be providing a D&B report to show our financial viability for your project.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share is 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Our Canada market share is 5%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Shaw Industries has never had to petition for Bankruptcy protection. As a subsidiary of Berkshire Hathaway, Shaw benefits from a strong financial backing.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw Industries, Inc. is classified as a Manufacturer. Your members will work with a mixture of Shaw employees and third-party vetted installers. Our company is vertically integrated so the manufacturing of the products to the sale and delivery is all conducted by Shaw employees. Shaw then partners with one of our vetted and trusted contracting groups to provide top-of-the-line installation services. Whether employed by us or contracted out Shaw stands by our products and installation.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw Industries holds the appropriate tax certificates, business licenses, and contractor licenses in the United States and Canada. These licenses and certifications can vary from location to location and as such Shaw is vigilant in keeping up to date to provide our services.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Shaw Industries, Inc. has never had any suspensions or debarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Shaw Sports Turf is proud to hold 450+ONE certification. The 450 means that our products go through a minimum of 450 quality and performance tests. The +ONE represents our commitment to going above and beyond with our products. Shaw Sports Turf has also been recognized for not having a single fiber failure in our history of manufacturing sports turf. Since all of our products are manufactured here in the United States our products go through some of the most stringent quality standards in the industry. Our other industry recognitions include:</p> <p>2022</p> <ul style="list-style-type: none"> - Training APEX from Trianing Magazine: Recognized for commitment to and success with employer-sponsored training and development programs. <p>2021</p> <ul style="list-style-type: none"> - 50 Best Companies to Sell For from Selling Power: Shaw Industries ranked 12th on the list, ranking factors included compensation, benefits and sales training. - Best-In-State Employer for Georgia from Forbes: Ranked 11th on list of 100 employers in the state of Georgia. - GreenStep Award - People Honoree from Floor Covering Weekly: Recognized for prioritizing the health and wellbeing of associates in response to the COVID-19 pandemic. - Shipper of Choice from FreightWaves: Recognized among the top 25 different manufacturers, distributors, and retailers across the USA, for company's ability to keep the American economy moving. <p>2020</p> <ul style="list-style-type: none"> - w3 - Gold & Silver from the Academy of Interactive and Visual Arts: Recognized for creative excellence of Websites, Marketing, Video, Mobile, Social, and Podcasts. - America's Best Employers for Diversity - #454 Culture from Forbes: Companies with 1,000+ associates were evaluated on: Recommendations from associates and non-associates, diversity among executives and diversity KPIs based on public data. Over 50,000 participated. <p>2019</p> <ul style="list-style-type: none"> - America's Best Employers for Diversity from Forbes: Evaluated on recommendations from associates, recommendations from non-associates, diversity among top executives/board and diversity KPIs. - Responsible Business Awards: Finalist from Ethical Corporation: Finalist for circular innovation, plastics innovation and diversity & inclusion leadership. - Top 30 Company By Giving from United Way of the Coastal Empire: Recognizes "most generous workplaces" by releasing the top 30 of more than 500 companies and organizations whose employees give to the United Way campaign. <p>2018</p> <ul style="list-style-type: none"> - 2018 Employer of the Year from Service Providers Association for Developmental Disabilities (SPADD): Nominated by Cross Plains Community Partner for our commitment to creating an inclusive workplace. - America's Best Large Employers from Forbes Magazine: Forbes partners with a market research company to rank the best employers in America.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30% of our sales were to the government sector for the past 3 years. *
21	What percentage of your sales are to the education sector in the past three years	Approximately 30% of our sales were to the education sector for the past 3 years. *
22	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>We currently hold a contract with Sourcwell as well as 8 other cooperatives. These cooperatives are:</p> <p>NASPO ValuePoint AEPA TIPS COSTARS OMNIA Partners</p> <p>Our client information is confidential. We do not share their sales numbers, In turn, we would not share Sourwell's numbers.</p>
23	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?	NA *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Furman University	Gary Clark	864.294.3460	*
Baltimore Ravens	Keith Weldon	410.701.4215	*
Louisiana State University	Ronnie Haliburton	225.578.2885	*
Georgetown University	Brian McGuire	202.687.2435	
Montana Tech	Chuck Morrell	406.565.6175	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Union County	Government	New Jersey - NJ	Turf Field Replacements, Repair, Maintenance	\$250,000- \$1,500,000	\$4,000,000	*
MidAmerican Energy Sports RecPlex	Non-Profit	Iowa - IA	Turn key turf conversions	\$250,000- \$1,000,000	\$3,500,000	*
Murfreesboro Parks and Recreation	Government	Tennessee - TN	turn key turf conversions	\$300,000 - \$1,500,000	\$4,000,000	*
Cobb County	Education	Georgia - GA	turn key turf conversions, maintenance, replacement	\$250,000 - \$1,000,000	\$5,000,000	*
DeKalb County Parks and Recreation	Government	Georgia - GA	turn key turf conversions, maintenance, repairs, replacements	\$250,000- \$1,000,000	\$2,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *
26	Sales force.	<p>The highest level executive in charge of or Shaw Turf is Chuck McClurg. Chuck is responsible for leading the Sales, Operations, and Marketing teams for Shaw Turf and Specialty Markets - the driving energy of this segment is Shaw Sports Turf. This business segment is made up of more than 150 employees.</p> <p>The outside sales team is comprised of our VP of Sales, three RVP's covering the East & West United States and Canada, and 22 full time sales people.</p> <p>The brands represented by our sales team are Shaw Sports Turf, Shawgrass, WatershedGeo, and Southwest Green product lines</p>
27	Dealer network or other distribution methods.	Shaw proudly hosts its own transportation network allowing us to get our products to you quicker. We have the capability to distribute both in the US and Canada through our 30 distribution centers, 800 trucks, and 3000 trailers. Shaw associates will be the people that process, handle, and ship products nationally and globally.
28	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating general contractors for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation Shaw will hire vetted general contractors to complete the project.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of your members will be assigned a Shaw project manager. The Shaw associate will work with your member during the custom design phase and throughout shop drawing submittals.
30	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>Shaw seeks to keep customer service simple. The project manager will be the single point of contact for the assigned Sourcewell member. The point of contact will work with a team assigned to the customer to help fulfill the request. Response time is typically within 24 hours.</p> <p>For our manufacturing, after the synthetic turf and inlays have been approved manufacturing the custom product typically takes 21 days to complete. After the product is completed shipping usually takes another one to four days depending on the destination. Finally the Installation under normal circumstances takes around 21 days to complete. Since our company is vertically integrated we are able to control most aspects of the manufacturing and delivery process. This control usually allows us the ability to meet the goals we set.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Shaw Industries is willing and able to provide both our full line of products and services to any area in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Shaw is willing and able to provide both our full line of products and services to any area in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that we could not serve.
34	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?	Shaw Industries has the size and capability to fully serve any entity through our proposed contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions for the given areas.

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Segment-specific marketing materials with the Sourcewell contract information and logo will be readily available online. Targeted email campaigns to Sourcewell Members and potential members will announce the contract. Our dedicated personnel from Shaw Sports Turf will promote and champion the Sourcewell contract. We will also provide incentives to the sales force and conduct extensive sales force training.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Shaw, through our Sports Turf Social media, will announces all new contracts to make our partnership known. The announcement is made through our official Twitter, Facebook, Instagram, and LinkedIn. We also use the Shaw Sports Turf website to provide content such as new marketing collateral and new educational videos targeting Sourcewell members. Furthermore, we use collected metadata to understand what messages are working and how to improve our message to continue reaching prospective partners for both Sourcewell and Shaw.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We ask that Sourcewell continue our proven relationship by providing access to the Sourcewell members, information about potential members, email lists, access to leads and cross-promotion of websites. We also ask that Sourcewell continue your role in the active training of the Shaw Sports Turf sales force.
39	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.	Shaw Sports Turf does not offer any e-procurement ordering.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Shaw Sports Turf's service after the sale is second-to-none. We offer onsite training, as well as written and video maintenance training free of charge to ensure proper care and use of Turf and the additional maintenance equipment. Our automated system tracks maintenance needs and will issue a reminder when it is time for important maintenance milestones.
41	Describe any technological advances that your proposed products or services offer.	<p>No other manufacturer in the industry can match the amount of innovation and research that goes into our turf. Shaw Sports Turf had a goal to create the most natural feeling turf out there. Most recently, our GAMEON product line has redefined the design and installation for the synthetic turf industry. This proprietary technology, along with our innovations around fiber and infill are unmatched in this space.</p> <p>- Fiber: Our newest fiber Thunderbolt is built to last. The fiber was designed to handle more wear and tear so that the turf maintains its performance capability and appearance for longer.</p> <p>- Infill: Our infill is a combination of coarse and fine materials. This allows for balance that provides the natural feel and increase traction and balance.</p> <p>Backing: Because Shaw is vertically integrated we are able to design and make backing specifically made for athletic turf. Our UltrLoc 2.0 backing provides dimensional stability, requires less infill, and provides a stronger turf bind.</p> <p>Cooling Technology: The HydroChill cooling system allows players on the turf to remain cool in the heat, through the natural system of evaporative cooling. As the sun gets higher in the sky and more of the field is heated up, the moisture trapped in the HydroChill infield causes the playing field to have a significant change in temperature that last longer than natural moisture evaporation.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sourcewell and Shaw share a vision of creating a better tomorrow. Shaw offers several initiatives to help lessen our impact on the planet. All of our products come with Declare labels and Health Product Declarations. These provide your participating entities with transparency as to what is in the products they purchase. We are also committed to reducing our energy intensity and carbon emissions. All the offered products will be manufactured in one of our commercial carbon neutral plants. Another initiative Shaw has great pride in is our reclamation and recycling. By partnering with our customers we reclaim our old products at the end of their life cycle and repurpose them into the manufacturing of new products.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Shaw Industries takes our commitment to material responsibility seriously. Today, 90% of our products are Cradle to Cradle certified, which is the most stringent environmental standard.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NA
45	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>Our 50 years of experience and financial strength contribute to our ability to deliver innovative products and world-class service. We are a wholly-owned Berkshire Hathaway subsidiary with \$6.2 billion in annual revenue. This history has allowed us to become one of the most vertically integrated companies in the industry. This level of integration allows us to drive down costs while ensuring high quality. We own and control the majority of the following aspects of our business including:</p> <ul style="list-style-type: none"> • Manufacturing • Warehousing • Distribution • Customer experience • Recycling process

Table 9: 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 *
46	Do your warranties cover all products, parts, and labor?	The Shaw Sports Turf warranty covers the synthetic turf system to include installation. Shaw Sports Turf does not warranty the base under the synthetic turf system.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, the warranty imposes no restrictions or limitations that would adversely affect coverage.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties do cover these expenses.
49	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?	No, we can service all areas of the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We do not warranty other manufacturers' products. Warranty issues from other manufacturers' products are typically passed to the original manufacturer.
51	What are your proposed exchange and return programs and policies?	Shaw Sports Turf makes each product custom for all of your members. Due to the unique nature of each product manufactured, we cannot accept returns or exchanges.
52	Describe any service contract options for the items included in your proposal.	We are offering multiple levels of maintenance plans to Sourcewell members. Details and pricing plans are included in pricing document.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we accept both checks and ACH payment. Our preferred method is ACH. A schedule of values will be issued with each contract.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Shaw understands the need of the education and government sectors to conserve their capital. We can offer your members flexible payment terms tailored to meet their needs. We also can offer financing through NCL Government Capital, as well.
55	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.	Shaw will provide a standard boiler plate purchasers contract on request.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-Card. There is a 2.5% fee.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Shaw is submitting a line item discount model.
58	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.	Each product has a ceiling price that is discounted a minimum of 5% from our published pricing; however, each project is priced based on specific circumstances. Typically, the final negotiated pricing results in a much greater discount from the published list price for the Sourcwell member.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are considered on a project-by-project basis.
60	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.	"sourced" or "open market" items will be priced using RS Means. A minimum of 3% off RS Means list price will be offered. RS Means is a self contained construction cost estimating tool that features numerous costing line items that are updated quarterly by region to account for changing costs and wage rates.
61	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.	Applicable taxes are the only items not included in our pricing submitted with this proposal.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included in our pricing unless noted as FOB Dalton or FOB Plant
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight rates for material and equipment to Alaska and Hawaii will be added to the not-to-exceed rates and will be shared with the Sourcwell member during the final project negotiation.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Published pricing is consistent across cooperative offers, but additional discount are provided to Sourcwell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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.	Each Sourcewell project will be audited by our Accounting Manager on a monthly basis to ensure compliance with our contract with Sourcewell.
67	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.	a. Additional tracking mechanisms have been added into our internal system to monitor successes. b. Internal programs measure Sourcewell jobs and usage compared to typical public bid jobs. c. Monthly reports of Sourcewell contracted jobs
68	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.)	Shaw is proposing a two tiered administrative fee structure. Dollar amounts \$0-\$999,999 carry a 2% fee and dollar amounts \$1,000,000 + carry a 1% fee

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are proposing custom manufactured athletics/sports field-related services. Our services include: <ul style="list-style-type: none"> - Product consultation - Specification and design support - Construction Consultation - Product Management - Removal/Ground Preparation - Logo positioning and Field Markings - Infill Placement - Field Inspection - maintenance and Care - Synthetic Sports Turf Installation - Robust Warranties - Reclamation and Reuse Programs
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We also offer: <ul style="list-style-type: none"> - Design Services - Consulting Services - Field Construction and Installation - Additional Site Work as Required by the Member - Equipment

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw Sports Turf is offering our full product line of outdoor artificial turf and sub-surfaces, including shock pads.
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to our turf, Shaw will also offer the maintenance products and equipment. This includes: Inlays Infill Shock Pad
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw Sports Turf is offering turn-key services. Our associate will provide: Project Management, product and maintenance training, installation inspection and customer service support. Our vetted third party contractors will provide: Removal service, disposal, installation services, refurbishment, and major repairs .

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	Our turf is manufactured in Shaw facilities by experienced Shaw associates right here in Northwest Georgia. Our manufacturing facilities, equipment and processes are second to none and that shows through the quality of our Shaw Sports Turf product line. Since we have begun manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record - building our fields using the best innovations in the industry designed for wear and durability. We Offer FIFA compliant products and installation, evaluated for material construction, durability, player/surface interaction, ball/surface interaction, and field construction.
75	Describe any sustainability design features your product offers.	Shaw always looks to keep sustainability at the forefront of our product manufacturing. Many of our Shaw products backing is made using recycled products. This allows us to use less new material and lessens our carbon footprint. We also use rubber in our infill which keeps old tires out of the landfills.
76	Describe the installation process and how it is managed from product order to completion.	After the consultative sales process and pricing is completed, a contract between Shaw Sports Turf and the Sourcewell member is written. The regional project manager will become the primary contact for the Sourcewell member. Shaw Sports Turf can write the contract or execute a contract written by the member. This contract process protects both parties on a construction project of this magnitude. Execution of this contract will serve as the order placement. Please note that all contracts are subject to approval by Shaw Financial Services. Once contract is executed, shop drawings are issued for approval and requested submittals are produced. This process can take anywhere from 7-21 days depending on scope, scale, design, etc. With each field being a custom order, the approval process is the key to progressing to the manufacturing stage. Custom manufacturing typically takes 21 days and requires between 1 and 4 days to ship depending on project location. Installation on a prepared surface typically takes between 14 and 21 days.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell Price List RFP 03162022 .xlsx - Tuesday March 15, 2022 08:42:05
 - [Financial Strength and Stability](#) - shaw-industries,-inc._D&B_02-23-2022.pdf - Wednesday March 09, 2022 09:21:07
 - [Marketing Plan/Samples](#) - SST_Marketing_v2.pdf - Monday March 14, 2022 08:24:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Shaw Turf Warranty Information.pdf - Monday March 14, 2022 08:23:24
 - [Standard Transaction Document Samples](#) - Shaw Sports Turf - 02.28.2022_Installation Subcontract VS 20_6.pdf - Monday March 14, 2022 15:10:58
 - [Upload Additional Document](#) - Certificates & Distribution List.zip - Wednesday March 16, 2022 13:59:38

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 031622-SII**

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

Sourcewell awarded a contract to Supplier to provide Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies, effective May 25, 2022, through May 26, 2026 (Contract).

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

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

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

Sourcewell

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

Date: 11/29/2023 | 9:04 AM CST

Approved:

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

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

Shaw Integrated and Turf Solutions, Inc.

By:  _____
D26D7FEEC7FF466...
Jane M. Stahl

Title: General Counsel & Secretary

Date: 11/29/2023 | 7:27 AM CST