

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mats, Inc., 179 Campbell Parkway, Stoughton, MA 02072 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with 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.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell 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 Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles 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

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

Sourcwell

Mats, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:18 PM CDT
Date: _____

DocuSigned by:
Sarah Pelissier
B4E9ED1D45D7453...
By: _____
Sarah Pelissier
Title: VP Sales Operations
8/7/2023 | 7:01 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/7/2023 | 9:10 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Mats, Inc.
Does your company conduct business under any other name? If yes, please state: Matter Surfaces
Address: 179 Campanelli Parkway
Stoughton, MA 02072
Contact: Sarah Pelissier
Email: spelissier@mattersurfaces.com
Phone: 781-344-1536 239
Fax: 781-344-1537
HST#: 04-2504157

Submission Details

Created On: Monday May 01, 2023 09:43:19
Submitted On: Monday June 12, 2023 14:49:11
Submitted By: Sarah Pelissier
Email: spelissier@mattersurfaces.com
Transaction #: d68bb9cb-88e2-4b99-bacc-bc8858ef0c36
Submitter's IP Address: 66.30.125.177

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")	Mats, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Matter Surfaces
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Matter Surfaces
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1NJQ6
5	Proposer Physical Address:	179 Campanelli Parkway Stoughton, MA 02072
6	Proposer website address (or addresses):	www.mattersurfaces.com www.matsinc.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):	Sarah Pelissier, VP, Sales Operations 179 Campanelli Parkway, Stoughton, MA 02072 spelissier@mattersurfaces.com 508-654-8928
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sarah Pelissier, VP, Sales Operations 179 Campanelli Parkway, Stoughton, MA 02072 spelissier@mattersurfaces.com 508-654-8928
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Today, Matter Surfaces offers the industry's most comprehensive range of flooring products, with solutions to serve the needs of our clients' entire facility. We help to position performance and safety solutions at the entrance to any building, as the first line of defense when creating spaces that enhance overall wellness. Once inside the building, we can position design flooring choices throughout the space that will have a substantial impact on both the health of humans and the planet.</p> <p>Our well-rounded product portfolio comes from exceptional partnerships that we continue to strengthen, to bring our clients quality, dependable, and sustainable products. Today, our portfolio is organized by Brand or Collection, allowing flexibility for the client to shop by product and/or by market segment. We have several products, along with a product leader, for any major vertical market: Healthcare, Multi-Family, Hospitality, Corporate.</p> <p>Matter Surfaces is a trusted advisor. We are confident in our ability to provide one source for all flooring needs within any type of facility. Our resilient flooring will not wear, flatten, or dull. They are designed and produced to last, making them perfect for high-intensity, commercial environments. The solid backing layer and the compact weave makes them impervious to liquids, which further improves the performance</p>

qualities. We believe that great design is design that lasts.

Matter Surfaces has nearly 20 direct, Regional Sales Managers and more than 50 sales partners, nationally, to help support all our clients with product questions, site visits, application measurements, and samples. Our Team is available to ensure that we fit the right product in the right space, based on overall design and wellness considerations.

Specifically, in this proposal, Matter Surfaces is including the following categories of products:

- Bolon: Resilient/Contract Flooring: Woven Vinyl Flooring

BOLON is the ultimate expression of design flooring. Bolon flooring provides beautiful and functional design possibilities to use in an interior project. With a broad palette of shapes, colors, and expressions, only one's imagination sets the limitations. All BOLON products are produced using renewable energy and recycled material.

- PURline: Bio-based Flooring – formulated from renewable, organic materials.

PURline is not LVT. PURLINE is composed of three organic ingredients and is Cradle 2 Cradle Silver and GreenGuard Gold certified, as well as, Third Party Verified Declare LBC Compliant. There is not a more sustainable or maintainable flooring product. PURLINE will not stain - even with the most demanding disinfecting agents like Betadine, Iodine and Bleach. PURLINE comes in rolls, tiles, and planks, in a wide array of colors, textures, and styles.

- Parador, Modular One: Rigid Core Clic Flooring (wood-resilient)

Ecological wood construction with supernatural performance makes Parador Modular ONE the ideal flooring solution. Parador Modular ONE looks and feels like authentic wood and stone, because it is a wood product, yet retains all the ease of maintenance and installation that we've come to expect out of resilient flooring products. Modular ONE has an adhesive-free, click installation, which means there are no VOCs or added chemicals needed for installation. The cork backing is inherently mold and mildew resistant.

- Arrival: Entrance Systems

An entryway is the first stop for all visitors and occupants entering a building, and first impressions matter. Our Arrival Collection offers a variety of high-performance entrance and matting solutions that do not sacrifice aesthetics.

- o Aluminum + Vinyl Footgrilles.
- o Roll Goods – entrance matting.
- o Walk-off Matting.
- o Logo Matting.
- o Carpet Tile.

- Formative: Contract Flooring

The collection offers all the refinement of wood planks, stone tiles, linen textiles, and terrazzo combined with the benefits of resilient flooring: durable, maintainable, and comfortable. The Formative Collection consists of four distinct lines, providing a solution for every environment:

- o Formative Clic – Rigid Core SPC
- o Formative 2.5 – LVT
- o Formative Sheet – Sheet Vinyl
- o Formative Rubber – SBR

- Play: Rubber + Multi-purpose Flooring

Activity in every space. The world is a playground and Matter Surfaces has curated flooring with the stamina, performance, and aesthetic to execute design for play – and movement - in every space.

- o Rubber flooring
- o Multi-purpose gymnasium flooring
- o Locker Rooms + Pools – wet area flooring
- o Floor protection

11 What levels of service (material only, turnkey, other) are being proposed?

Matter Surfaces will be offering both material-only contract purchases along with turnkey solutions through our contractor partners to include both material and installation.

12 Does the response include installation services?

Yes.

13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See below.
14	How does the Participating Entity select an installer?	Matter Surfaces is a proud member of the Starnet and FUSE flooring cooperatives; this national network provides us with immediate access to hundreds of “best in class” flooring contractor partners to ensure successful installations. These relationships also allow us to offer turnkey flooring solutions as part of this proposal.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Drawing from our Starnet and FUSE connections, Matter Surfaces can remain confident that installers selected would have all required certifications within the industry. Matter Surfaces also outlines any requirements to install a product in our Installation Instructions document along with any experience that could be required as a prerequisite. We also offer both online and onsite installation training – at no charge – for any one of our flooring products. Today, Matter Surfaces has no open warranty claims. *
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Matter Surfaces has an Installation Instructions document prepared for every one of our products. There is no standard Agreement required – the goal is to make this option for turnkey solutions simple and easy. We make available and provide those detailed instructions to our contractor partners before beginning installation on any project. This is to help ensure the installation goes well. Any installation warranty would come directly from the contractor partner. *

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

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

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

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	d. other than what the Proposer typically offers (please describe).	<p>In this case, the pricing offered in this proposal is a fifth solution - letter E. Better than the Proposer - Matter Surfaces - offers to an individual municipality, university, or school district. Matter Surfaces does have an active Contract with MHEC - Massachusetts Higher Education Consortium, however, the contract is newer and is managed by project versus contract.</p> <p>Matter Surfaces publishes a List Price for each Brand and Collection. This is the cost that we share with End Users. In the case of the Sourcewell contract, we are proposing a standard and consistent discount across our portfolio of 40% off List Price (member pricing) with no minimum order quantities.</p> <p>To receive a discount level approximating level, a customer or project must deliver significant volume or be of high strategic importance, traditionally. It is rare that an individual municipality, University, or school would meet or exceed the discount level we are offering to all Sourcewell members with no volume commitments.</p> <p>Matter Surfaces controls this discount through standard and consistent pricing to each of the Contractors taking part in the Contract.</p>

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
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34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Please see the attached pricing matrix which provides specific unit pricing for the full list of SKUs that Matter Surfaces has included in this proposal. This matrix contains line item detail by SKU that specifies:</p> <ul style="list-style-type: none"> - Product Category - Product SKU - Product Name - Product Description - Unit of Measure - List Price - Sourcewell member pricing (40% off List) - Specific Brand/Collection Contact Email for assistance <p>The file is an excel workbook, which is broken up into tabs - one tab contains all products submitted under this proposal and there are also additional tabs, separating pricing details by Brand/Collection/Category.</p>	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	<p>Please see the attached price grid for labor services specific to the product categories Matter Surfaces is submitting under this contract. The 0excel workbook includes Standard and Prevailing Wage rates for 5 Regions/levels. Those States included in each Region/level is defined in the introductory table.</p> <p>Matter Surfaces does not manage or supply the installation labor directly. Through our Dealer/Distributor partners that we work with nationally, each of these products can and will be installed by a certified installer of the Dealer's/Distributor's. These rates supplied have been developed using feedback and data supplied by our Dealer partners in these different territories. If the Sourcewell member is interested in installation services, these can be priced by the same Dealer/Distributor purchasing the material. Material values and labor rates should not exceed what's included in this price grid.</p>	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Matter Surfaces' List Price list is attached. Sourcewell members will receive a discount of at least 40% of List Pricing.	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Should a specific project associated with a Sourcewell member require even more competitive pricing - likely because it is a high volume or profile opportunity (marquee venue or customer), Matter Surfaces has the ability to price the opportunity outside of standard Sourcewell discounting. This will be assessed on a project/quote basis.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Matter Surfaces does this all of the time and providing quotes for individual projects is core to our business. Often times, the Architect and Design community chooses to specify non-standard products, i.e. different colors, thickness, sizes or even products. In the case where a Sourcewell member is unable to purchase the desired product from our extensive list of products submitted in this proposal, our Project Management and Customer Care Teams will work to provide a quote. In all cases, this quote will be reflective of the range of pricing (discount off list at 40%) Sourcewell members receive from Matter Surfaces. The engagement with Sourcewell will dictate pricing for all project-related materials available.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Matter Surfaces does not have additional charges as part of our standard process for quoting that would not otherwise be directly identified on the Quote. In the case of any material surcharges or expedited shipping, Matter Surfaces always clearly identifies these charges on the Quote supplied.	*

40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All freight will be shipped "Prepay and Add" from our warehouses (Matter Surfaces will pay carrier and then bill customer via the standard invoicing process). Matter Surfaces is a valued-added distributor with over 50 years of experience in shipping. We will ship product using either UPS/FedEx with its full suite of services or LTL (less than truckload) and TL (truck load) shipments using selected carriers with negotiated rates to lower cost. In addition, if characteristics of the shipment are favorable, we will use carpet roll carriers which provide more significant savings. We can make any arrangements for any special circumstances surrounding Sourcewell customer deliveries.</p> <p>Freight and shipping are a key area of emphasis for Matter Surfaces. We constantly monitor these charges and costs and work to negotiate the best available rates from our shipping partners. Last year, Matter Surfaces spent over \$3.5 million on shipping/freight, so we have both the scale and expertise to ensure that Sourcewell members benefit from our expertise and scale.</p>	*
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We currently deliver to Alaska, Hawaii, Canada as well as other offshore destinations with the selected carriers we use, so there is no need for any separate programs or strategies to meet the needs of these locations.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Matter Surfaces always endeavors to ship products in the optimum manner to meet the needs of our customers and distributors, while minimizing the cost of doing so. If you have further questions or need clarification, feel free to contact Carl Olson, Vice President of Operations at colson@mattersurfaces.com .	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	<p>Net 30 - We find that these are standard and acceptable terms in the flooring industry.</p> <p>Additionally, Matter Surfaces accepts all major credit cards (Visa, Mastercard, American Express, and Discover) and will also accept check sent in via mail or wire transfer payment sent electronically.</p>	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently offer leasing or finance options, however we can review terms on a case-by-case basis for government /education projects to best serve the customer's need. Matter Surfaces understands the unique nature of public funding cycles, progress billings, etc., and we are willing to be flexible with credit-worthy partners and customers such as those that make up the Sourcewell membership.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transacting with Matter Surfaces is intended to be easy. We have no specific Order Form that is required for to process an order. In the case of most transactions in the flooring industry, we find it is easiest to accept the Dealer/Distributor's Purchase Order document, as it is. Matter Surfaces reconciles details to match those Purchase Orders.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Matter Surfaces does not currently accept P-cards. However, we do work with any member to help to facilitate this through the Distributor/Dealer.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Matter Surfaces participates in several similar programs, either through a buying group or centralized Parent Company contracts that have localized buying, but central pricing, rebates, terms, conditions, shipping or other considerations and is programmatically set up to verify compliance and create a related audit trail. Our ERP system is set up to automatically track each component of a program upon entry of an order via our End User List. In the case of an award on this Sourcewell Contract, we will add "Sourcewell" to our End User list to immediate consolidate information into one Dashboard each time a new Opportunity, Quote, and/or Order is entered into the system.</p> <p>As soon as any Sourcewell Member identifies themselves as such (which generally would happen upon their first formal quote – a formal order is not required to purchase), that customer is automatically established to receive all the benefits of the centralized contract. On the back end, because of the volume of central buying groups business that Matter Surfaces employs, we have monthly, quarterly, and annual processes to evaluate sales under each of these programs, ensure compliance to their terms, and process admin/rebate fees accordingly. We welcome many of our centralized buying groups to audit compliance of their own programs and have never once had an instance of improper compliance.</p>
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Each of the Brand/Collection Sales leaders report to senior management each month and quarter on Sales figures by Brand/Collection along with the success (or challenges) experienced with any large project or notable one (higher profile End User). In the case of Sourcewell, we will ask each of the Sales leaders to track the following:</p> <ul style="list-style-type: none"> - New Opportunities - tracked to close - Sales revenue - Product spread <p>Matter Surfaces knows that the sales process takes time on most projects. While sales revenue might not book and reconcile immediately following a contract award, continued evidence of new opportunities would be indicative of a program that is generating interest and will turnover sales.</p>
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Matter Surfaces will pay Sourcewell a 3% administrative fee for all sales of product through this contract. The 3% will be calculated based upon gross sales to Sourcewell membership under the Sourcewell preferred pricing. We will report and settle these administrative fees on a schedule that is amenable to Sourcewell, but suggest a quarterly settlement process with an annual review.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Matter Surfaces is a family-owned business, delivering quality flooring solutions since 1971. Matter Surfaces, then Mats, Inc., began humbly, with a father selling walk-off mats out of the trunk of his car. After some great success over time, Matter Surfaces expanded its product portfolio, which led to pioneering the industry with a multi-zone approach to entrance systems and unique sports flooring solutions. Today, clients rely on Matter Surfaces for functional, sustainable, and aesthetic products across our Brands and Collections – Entrance Systems, Resilient, and Multi-purpose flooring. This wide range of products provides the client with a solution for every application – all types of commercial facilities. We have been improving the safety, cleanliness, and well-being of schools, hospitals, hotels, municipalities, and office buildings for over 50 years.</p> <p>Matter Surfaces proudly serves thousands of clients and employs more than 125 full-time employees in several facilities – the corporate headquarters in Massachusetts, additional fabrication and distribution/warehouse operations in Georgia and Minnesota, Showrooms in New York, and California, along with sales offices nationwide. We can distribute to clients both in the US and Canada, and can coordinate overseas logistics through freight forwarders, if necessary.</p> <p>Matter Surface's core values begin right at the top, with the 2nd generation of ownership in place today. The Schiffmann brothers have often been heard, crediting the success of the business to "great people and great products." From leadership throughout the organization, we have built our core values on the following: Passion, Collaboration, and Impact. We are all measured against our understanding of these commitments to our clients, partners, and each other:</p> <p>Passion: We take pride in having a positive impact on each other and our company. We do our part to drive Matter Surfaces, our customers, and our partners to success.</p> <p>Collaboration: We work with each other to achieve our goals.</p> <p>Impact: We have an appetite for improvement and elevating the business because we believe it leads us to the best outcomes for our company.</p> <p>Matter Surfaces is committed to providing the highest levels of service, going the extra step to stand behind our products from the initial consultation to post-installation support and maintenance. Deep stocking levels, installation training, on-site technical support, project surveys, and national account program management are just a few other ways we deliver on this promise.</p> <p>Matter Surfaces is also steadfast in maintaining strict levels of environmental standards across all our businesses, proudly offering flooring materials that are sustainable, eco-friendly, durable, and environmentally friendly to maintain. We have Green Label Plus and FloorScore certified products, GreenGuard certified adhesives, and end-of-life recycling programs through our partnerships.</p>
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51	What are your company's expectations in the event of an award?	<p>Matter Surfaces believes that becoming an approved contract holder under Sourcewell will again be the start of a significant and successful relationship between Matter Surfaces, Sourcewell, and Sourcewell's members/stakeholders. We first began our relationship with Sourcewell (NJPA) more than 5 years ago, becoming a part of the Athletic Surfacing and Related Materials, Supplies, Installation and Services contract. New to us at the time and with a pandemic halfway through the contract period, Matter Surfaces regrets the opportunity we might have had with Sourcewell and its members. Today, we continue to hear the growing popularity and awareness regarding the benefits to members when purchasing through the Contract. We're looking forward to becoming a part of this overall success.</p> <p>Matter Surfaces realizes that being selected and listed on any Sourcewell contract is a tremendous opportunity and just the beginning. We plan to continue to leverage our ongoing relationships with the Category Development Administrators to implement an aggressive education, marketing, and communication plan through our internal leaders in those same areas. We have worked hard over the past 2 years on our Sales leadership to help support our different Brands and Collections. Overseeing Bolon, PURline, Parador Modular One, Arrival + Play, and Formative, we have a Brand/Collection VP responsible for success in each category. Matter Surfaces will leverage these leaders to drive awareness to the sales organization, the dealers, and the Sourcewell members of the purchasing option and benefits. We anticipate that this will be an evolutionary and ongoing campaign. We do know that no matter how good a network of salespeople – direct and/or independent – they require constant and consistent education and reinforcement of the products and purchasing vehicles we offer.</p> <p>Matter Surfaces has an active commercial, government, and institutional client base of over 10,000 customers in the North American market. We believe that many of our existing relationships would benefit from the inclusion of our products in the Sourcewell contract. We would work to leverage these relationships in conjunction with Sourcewell as fully as possible. The goal is to grow and maximize sales throughout the duration of the contract.</p>	*
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Matter Surfaces is a successful and profitable commercial flooring business with annual average sales of \$70+ million a year for the past two years. We are family owned and operated for over 50 years, employing approximately 140 people across the US and we have dealer and agent networks in place that represent another 80 people. The company has no significant debt, access to a \$7 million revolving line of credit and own its largest warehouses.</p> <p>Upon written request, we can provide audited financials from 2022 which further prove our financial stability. If you have any questions regarding the company's financial strength and stability please feel free to contact Lynn Druan, CFO.</p> <p>Lynn Druan CFO P: (781) 344-0256 Mobile: (774) 222-2293 Email – ldruan@mattersurfaces.com</p>	*
53	What is your US market share for the solutions that you are proposing?	<p>The flooring market is massive - billions of dollars just in the US alone. We can get to this number quickly when all categories of flooring are included. The industry is highly fragmented and always growing. Flooring is often categorized as Non-Resilient (wood, laminate, ceramic), Resilient (vinyl), and Carpet + Rugs (tufted and woven). A number of Matter Surfaces products can naturally fall into one of these categories and also provide crossover solutions in other areas. It can be impossible for us to ascertain the percentage of the marketplace, overall, Matter Surfaces serves. We can, however, look at Fortune Business Insights list of top companies in the industry and see that we partner with several of them:</p> <p>https://www.fortunebusinessinsights.com/flooring-market-102740</p> <p>Matter Surfaces, serving the US market with several of these contracted factories, does have a strong foothold on the industry.</p>	*
54	What is your Canadian market share for the solutions that you are proposing?	Our position in the Canadian market is limited. It is very much an extension of our U.S. presence and is not considerable comparatively.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not.	*

<p>56</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Matter Surfaces is best described as a distributor/dealer/reseller, however, not entirely by traditional definition. Matter Surfaces markets our products under our brand using contract factories. For example, Apple uses factories to make mobile phones, and Matter Surfaces uses factories to make our branded products which we distribute.</p> <p>Matter Surfaces is a contracted, Master Distributor for a highly vetted series of manufacturing partners who do not wish to finance their own sales and marketing efforts here in the U.S. + Canada for product distribution. These manufacturers are put through a complex and rigorous screening and testing process to ensure each meets our standards for quality, ethics, sustainability, and financial stability. We seek out innovative and unique products that serve to solve challenges and help companies, schools, hospitals attain their business and wellness goals through interior finish design and application.</p> <p>Matter Surfaces has long-established, sometimes exclusive relationships with manufactures worldwide. These contractual relationships are highly proprietary and confidential and are almost always under an NDA. Given our 50+ year history in the business, Matter Surfaces is confident that we have the rights and contractual relationships in place to offer all products that we are proposing to be considered under this contract. Should Sourcewell require documented proof of these relationships, we will do so either by NDA or by providing formal letters of authorization from our manufacturing partners.</p> <p>Matter Surfaces has nearly 20 direct, Regional Sales Managers, based primarily in major metropolitan markets in the United States (Boston, New York, Chicago, etc.) who is supplemented by more than 50 sales partners in smaller US markets. Our dealer network is independent – not company-owned, however, we work with these dealers to represent our products exclusively.</p>
<p>57</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>NA - This has never occurred.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Matter Surfaces continues to be recognized each year as an industry leader in different industry segments with a well-rounded product line. Below are notables in Matter Surfaces' recent history:</p> <ul style="list-style-type: none"> - NYCxDesign Awards 2023 finalist [Bolon Truly + Parador Modular One] - Green Good Design 2022 [Parador Modular One] - Interior Design Best of Year Winner 2022 [Bolon Truly] - Design Journal Best of 2021 [Bolon Emerge] - ADEX Platinum 2021 [Bolon Emerge, Bolon by Jean Nouvel] - ADEX Nominee 2021 [Bolon by You] - NYCxDesign Honoree 2021 [Bolon Emerge] - Interior Design Best of Year Finalist 2021 [Bolon by Patricia Urquiola]
59	What percentage of your sales are to the governmental sector in the past three years?	Matter Surfaces has more than 10,000 customers, many of whom are eligible for Sourcwell membership or may already be members. In most cases today, Matter Surfaces sell through Contractors and Distributors, so confirming the exact number of End Users in each segment can be difficult. However, we do know that education and healthcare combined represent more than 50% of our gross annual sales.
60	What percentage of your sales are to the education sector in the past three years?	Matter Surfaces has more than 10,000 customers, many of whom are eligible for Sourcwell membership or may already be members. In most cases today, Matter Surfaces sell through Contractors and Distributors, so confirming the exact number of End Users in each segment can be difficult. However, we do know that education and healthcare combined represent more than 50% of our gross annual sales.
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Matter Surfaces was just recently awarded part in the MHEC contract - Massachusetts Higher Education Consortium, which is a non-profit purchasing consortium with members from public and private colleges and universities, and municipalities. While this relationship just began this year, Matter Surfaces has already invested thousands of dollars in marketing money to help push our involvement in this contract and anticipate a very successful year with MHEC. We are tracking more than over \$100,000 in projects quoted already.
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A - Matter Surfaces doesn't hold any GSA contracts.

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Harvard University	Education	Massachusetts - MA	Supplied materials include: Bolon, PURline, Parador Modular One (commercial flooring), and Arrival (Entrance Systems and Matting).	~\$5,000.00	~\$265,000.00
Massachusetts Institute of Technology	Education	Massachusetts - MA	Supplied materials include: Bolon, PURline, Parador Modular One (commercial flooring), and Arrival (Entrance Systems and Matting).	~\$14,500.00	~\$220,000.00
Charlotte-Mecklenburg Schools	Education	North Carolina - NC	Supplied materials include: Arrival (Entrance Systems and Matting).	~9,000.00	~\$180,000.00
Brigham Young University	Education	Utah - UT	Supplied materials include: Arrival (Entrance Systems and Matting).	\$16,000.00	~\$146,500.00
Chicago O'Hare International Airport	Government	Illinois - IL	Supplied materials include: Arrival (Entrance Systems and Matting).	\$15,500.00	~\$77,500.00

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
University of Maryland	Denise J. Meyer Director, Environmental Services (EVS)	410-706-6084
Whitworth University	Stuart Dimmel Manager Of Custodial Services	509-777-4465
Renton School District	Chris Dillon Custodial Manager For Facilities & Operations	425-204-4446

Table 11: 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 *
65	Sales force.	Matter Surfaces has a national salesforce, comprised of direct employees and well-established independent Sales Partners. Individuals or groups cover specific geographic territories across the US and Canada. In addition, we have a Strategic Account Team that works directly with vertical markets (End Users - members), including education, healthcare, corporate, and hospitality. Our representation covers the contiguous United States along with Alaska and Hawaii. In addition, we have a Project Management Team based at our headquarters that works in tandem with our field Sales Team to respond to requests for samples, product specification, drawings, contracts, application questions, along with requests for quotes and specialized order processing. This sales force and customer base is also supported through the sales management hierarchy, with a Sales Vice President to manage each individual Matter Surfaces Brand and Collection.

66	Service force.	<p>Our Sales and Service network is comprised of company salespeople, sales Partners specializing in different product lines, Network, and non-network Flooring Dealers (smaller), and Janitorial Distributors. Below is a comprehensive list of the number of primary members in the service force group Matter Surfaces has in any given State:</p> <p>Direct Sales = Employee Sales Partner = Independent Network = Starnet or Fuse</p> <p>Alabama: 1 Direct Sales – Employee, 1 Sales Partner, + 3 Network Dealers Alaska: 2 Sales Partners + 1 Network Dealer/Distributor Arizona: 1 Direct Salesperson, 2 Sales Partners, + 6 Network Dealers Arkansas: 3 Sales Partners + 1 Network Dealer California: 2 Direct Salespersons, 2 Sales Partners, + 40 Network Dealers Colorado: 1 Direct Salesperson, 4 Sales Partners, + 8 Network Dealers Connecticut: 3 Direct Salespersons + 4 Network Dealers Delaware: 3 Sales Partners + 5 Network Dealers District of Columbia: 4 Sales Partners Florida: 1 Direct Salesperson, 1 Sales Partner, + 25 Network Dealers Georgia: 1 Direct Salesperson, 1 Sales Partner, + 13 Network Dealers Hawaii: 2 Sales Partners + 1 Network Dealer Idaho: 1 Sales Partner + 6 Network Dealers Illinois: 1 Direct Salesperson, 1 Sales Partner, + 20 Network Dealers Indiana: 1 Direct Salesperson, 1 Sales Partner, + 2 Network Dealers Iowa: 3 Sales Partners + 3 Network Dealers Kansas: 3 Sales Partners + 8 Network Dealers Kentucky: 1 Direct Salesperson, 2 Sales Partners, + 3 Network Dealers Louisiana: 1 Direct Salesperson, 2 Sales Partners, + 7 Network Dealers Maine: 1 Direct Salesperson + 3 Network Dealers Maryland: 4 Sales Partners + 11 Network Dealers Massachusetts: 3 Direct Salespersons + 8 Network Dealers Michigan: 1 Direct Salesperson, 1 Sales Partner, + 11 Network Dealers Minnesota: 1 Direct Salesperson, 2 Sales Partners, + 7 Network Dealers Mississippi: 2 Sales Partners + 2 Network Dealers Missouri: 3 Sales Partners + 10 Network Dealers Montana: 3 Sales Partners + 5 Network Dealers Nebraska: 3 Sales Partners + 5 Network Dealers Nevada: 1 Direct Salesperson, 2 Sales Partners, + 3 Network Dealers New Hampshire: 1 Direct Salesperson + 5 Network Dealers New Jersey: 3 Sales Partners + 12 Network Dealers New Mexico: 1 Direct Salesperson, 3 Sales Partners, + 1 Network Dealer New York: 2 Direct Salespersons, 2 Sales Partners, + 23 Network Dealers North Carolina: 3 Sales Partners + 13 Network Dealers North Dakota: 1 Direct Salesperson, 1 Sales Partner, + 1 Network Dealer Ohio: 1 Direct Salesperson, 2 Sales Partners, + 19 Network Dealers Oklahoma: 3 Sales Partners + 3 Network Dealers Oregon: 3 Sales Partners + 8 Network Dealers Pennsylvania: 1 Direct Salesperson, 4 Sales Partners, + 23 Network Dealers Rhode Island: 3 Direct Salespersons + 2 Network Dealers South Carolina: 3 Sales Partners + 6 Network Dealers South Dakota: 1 Direct Salesperson + 1 Sales Partner Tennessee: 2 Sales Partners + 7 Network Dealers Texas: 5 Sales Partners + 29 Network Dealers Utah: 1 Direct Salesperson, 2 Sales Partners, + 4 Network Dealers Vermont: 1 Direct Salesperson + 1 Network Dealer Virginia: 3 Sales Partners + 12 Network Dealers Washington: 3 Sales Partners + 12 Network Dealers West Virginia: 3 Sales Partners Wisconsin: 2 Sales Partners + 10 Network Dealers Wyoming: 3 Sales Partners</p> <p>In addition to this list of the US service force numbers, we also have 1 Sales Partner, 1 Distributor, + 17 Network Dealers to support Canada.</p>
67	Dealer network or other distribution methods.	<p>Matter Surfaces is a preferred vendor for the two largest Flooring Dealer cooperatives, Starnet and Fuse. Combined, Starnet and Fuse Dealers have nearly 600 locations in North America and provide flooring material and installation services totaling more than \$5.5 billion annually.</p> <p>Matter Surfaces is also the preferred vendor partner for two of the very top Janitorial Distributors in the Facilities industry - Envoy Solutions (Waxie) and Imperial Dade. With more than 300 locations annually and \$2 billion in material distribution sales annually, these distributors help us to reach End Users (potential or existing members) with products that do not require additional installation services.</p>

<p>68</p>	<p>Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.</p>	<p>Step One: Product Selection Matter Surfaces has products for every application. Whether outside to protect customers from slips and falls or inside in a vestibule, lobby, or functional space, understanding the right product based on existing or desired conditions is the first step of the order process. Our Sales and Service forces are available nationally to assist with these conversations. Based on the type of product that's being considered and the territory, our Service Team can facilitate a local site visit/conversation with the Sourcewell member to better understand needs.</p> <p>At any given time, Matter Surfaces is available to help with no cost product samples, literature, and even small sample installations in the case of larger projects and annuity business opportunities. Product selection begins with the End User/member along with the Dealer providing the installation.</p> <p>Step Two: Formal Quotation Once a product has been selected and quantities are available, Matter Surfaces will provide pricing. Here, the Contractor will receive pricing from the Brand/Collection Project Manager or a Customer Care representative at one of our offices, based on the product. Our Team will, based on established Sourcewell contract pricing, provide numbers to the Contractor that protect and control the pricing given to the member. Quotes are valid for 30 days but can always be updated to include an extended period, if necessary and approved. Each Quote will be entered into Matter Surfaces' CRM + ERP system as a Sourcewell Opportunity, confirming the set pricing and to activate proper tracking. The Contractor would provide an updated Quote to the Sourcewell member.</p> <p>Step Three: PO Processing Once a Quote is ready to be processed, Matter Surfaces will accept a signed Quote from the Contractor or a Purchase Order on the Contractor's letterhead. If a Purchase Order is received, it should include the following: PO Number Bill TO and Ship TO Addresses Sidemark/Project Name/Sourcewell Member Contract # (Sourcewell Tracking) Product SKU (to include Color), Quantity, and Pricing Totals per Quote</p> <p>Once the Order has been processed, a formal Confirmation will be issued to the Contractor, which will include a projected Ship Date along with any payment requirements that could be necessary to begin the order i.e., 100% prepayment required, 50% deposit.</p> <p>Step Four: Shipping and Material Receipt When the Order is complete, it will ship via one of Matter Surfaces small parcel or LTL Carriers. NOTE: A Carrier is selected based on the Ship To location and the type of material being shipped. The goal of each freight selection is to deliver the material as quickly, safely, and as cost-effectively as possible. Matter Surfaces absorbs all responsibility of the freight until it is received at the Ship To address. At that time, the End User/member should inspect the material for any damage and sign paperwork based on those conditions.</p> <p>In the event of any shipment challenges, we will follow our Claims process on behalf of the member and the Contractor to rectify any issues.</p> <p>Step Five: Installation Training + Post-Installation Support Matter Surfaces has installation documentation for each one of the products we carry and are considering for this contract. Additionally, in the case of PURline and Parador Modular One, we also offer installation training at no charge both virtually and onsite – when necessary – to assist the Contractors installers with any upfront or punch list items that arise. Matter Surfaces is committed to successful installations. Our Technical Support Team will consult and assist whenever necessary, both proactively and as a reaction to testing or conditions of the material during installation.</p>
<p>69</p>	<p>Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).</p>	<p>The relationship between Matter Surfaces and any Distributor and any Dealer (who would carry the sub-contractor) would be completely independent - there is no direct employment relationship or affiliation</p>
<p>70</p>	<p>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>	<p>At Matter Surfaces, Customer Service is paramount to our success and partnerships, with an intense foundation in trust, integrity, and commitment. In fact, the foremost declaration of our Customer Service Charter is as follows: Recognize who our customers are and obsess about their experience by doing-what-we-say and saying-what-we-do. This is achieved by delivering the right service, to the right customers, at precisely the right time.</p> <p>Customer Service, for us, is not just a function or team, but it's a culture and mindset, which permeates across the entire company – simply put, it's everyone's responsibility to live by this sentiment, for the greater good of our mutually beneficial relationships with all customers.</p>

As a result, we have put great focus and investment into all Customer Service activities, starting with the tenured leadership Team. Carl Olson, VP Operations and Sarah Pelissier, VP Sales Operations lead the Service organization with more than 25 years at the company, combined. The two oversee different aspects of the Team – Carl, looks after Customer Care, Order Entry, and our Strategic Accounts Teams while Sarah manages the Project Management, Technical Support, and Samples fulfillment groups. In addition to these two leaders, Carl manages two Customer Service Managers – Katie Weixler and Lindsay Boyden – who work to train and coach the team, keep documentation current, and manage workflow. Under this leadership, Customer Service is continually evolving to enhance comparative advantages, as a virtuous cycle which feeds customer growth. The reason for this is the fundamental belief that if we are successful at making our customers succeed, then so will we. As such, our organization is designed to align with Brands and Collections of Sales, allowing for subject-matter-experts to respond in all cases, quickly and completely.

Matter Surfaces is conveniently organized by product category and/or by Brand and Collection:

- BRAND: Bolon: Resilient/Contract Flooring: Woven Vinyl Flooring
- BRAND: PURline: Bio-based Flooring – formulated from renewable, organic materials.
- BRAND: Parador, Modular One: Rigid Core Clic Flooring (wood-resilient)
- COLLECTION: Arrival: Entrance Systems
 - o Aluminum + Vinyl Footgrilles.
 - o Roll Goods – entrance matting.
 - o Walk-off Matting.
 - o Logo Matting.
 - o Carpet Tile.
- COLLECTION: Formative: Contract Flooring
 - o Formative Clic – Rigid Core SPC
 - o Formative 2.5 – LVT
 - o Formative Sheet – Sheet Vinyl
 - o Formative Rubber – SBR
- COLLECTION: Play: Rubber + Multipurpose Flooring
 - o Rubber flooring
 - o Multi-purpose flooring
 - o Locker Rooms + Pools – wet area flooring
 - o Floor protection

Service is organized around these product categories, with trusted advisors ready to assist with formal Quotes, order processing, samples, contracts, drawings, and technical documentation for each of these Brands and Collections. We guide our internal and external customers to focused email addresses based on which product is of interest:

Bolon@mattersurfaces.com
 PURline@mattersurfaces.com
 Parador@mattersurfaces.com
 Arrival@mattersurfaces.com
 Formative@mattersurfaces.com
 Play@mattersurfaces.com

The email is received by the Team of experts in this product area and is responded to within 4 business hours. This Team will track opportunities within our ERP and CRM system to help with managing programs and contracts like Sourcewell. These Project Managers are the very definition of white glove service who possess not only the responsibility, but also the authority, on all business matters on behalf of their Brand or Collection.

Matter Surfaces also has a general Customer Service inbox that is described as the reactive arm of service, catching all the customer's needs, questions, and concerns along their journey with us. Sending an email to CustomerCare@mattersurfaces.com will get a member or Dealer in touch with a Customer Service representative, tapped into all systems with a general understanding of all products to assist.

Lastly, Matter Surfaces has an Order Processing Team (Orders@mattersurfaces.com), who takes winning quote bids and works to generate orders, orchestrate shipping and prioritizing urgent jobs on behalf of our customers. For customers such as Sourcewell members, with large or contract-specific orders, we designate individuals

to work specifically with those orders to generate familiarity, efficiency, and consistency.

Our organization is measured through a series of data-driven operating mechanisms to ensure both quality and speed. For Quality Assurance, our business goals and incentives track the possible channels of remuneration for customer issues in the form of potential credits or product replacements. Additionally, taking quick action when a customer is in need is central to the DNA of our service. As a result, our Customer Response metrics track abandoned calls and how quickly the Team responds to email requests. Our targets are set aggressively, to ensure customer satisfaction, ensuring 98.5% of all calls received are answered and emails are confirmed or responded to within 4 business hours or less.

To summarize, Matter Surfaces' Customer Service is designed to ensure expectations are elevated and exceeded, every step of the way. We do this not only by acting quickly, but by doing what is right, all the time. The feeling of doing business with Matter Surfaces and the experience of our service is our brand, which we take very seriously. Maya Angelou said it best, as the adopted spirit with which we hold our standard to:

"People will forget what you did,
People will forget what you said,
But People will never forget,
how you made them feel."

71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Matter Surfaces has three offices, which include warehouse spaces for inventory and distribution. At any given time, Matter Surfaces has on-hand more than 20 million square feet of material from each of our Brands and Collections. Below is an indication of our inventory space throughout the US:</p> <p>Stoughton, Massachusetts – 123,000 square feet</p> <p>Calhoun, Georgia – 37,000 square feet</p> <p>Minneapolis, Minnesota – 5,000 square feet</p> <p>In the case of any special order or custom product, Matter Services works diligently to keep strong relationships with its partners to keep lead times short and within industry standards. In the event of any fast-tracked project, Matter Surfaces will work with the Sourcewell member and/or Dealer/Distributor to meet those deadlines for installation and project closeout. Below are our standard lead times by Brand and Collection:</p> <ul style="list-style-type: none"> • BRAND: Bolon: Resilient/Contract Flooring: Woven Vinyl Flooring – IN STOCK • BRAND: PURline: Bio-based Flooring – formulated from renewable, organic materials. – IN STOCK • BRAND: Parador, Modular One: Rigid Core Clic Flooring (wood-resilient) – IN STOCK • COLLECTION: Arrival: Entrance Systems <ul style="list-style-type: none"> o Aluminum + Vinyl Footgrilles: LEAD TIME = 3-8 WEEKS o Roll Goods – entrance matting – IN STOCK o Walk-off Matting – IN STOCK o Logo Matting – LEAD TIME = 3-4 WEEKS o Carpet Tile – IN STOCK • COLLECTION: Formative: Contract Flooring <ul style="list-style-type: none"> o Formative Clic – Rigid Core SPC – IN STOCK o Formative 2.5 – LVT – IN STOCK o Formative Sheet – Sheet Vinyl – IN STOCK o Formative Rubber – SBR – LEAD TIME = 2-3 WEEKS • COLLECTION: Play: Rubber + Multi-purpose Flooring <ul style="list-style-type: none"> o Rubber flooring – LEAD TIME = 3-4 WEEKS o Multi-purpose flooring – IN STOCK o Locker Rooms + Pools – wet area flooring – IN STOCK o Floor protection – IN STOCK <p>With products readily available or available with a reasonable lead time, Matter Services is prepared to distribute products to Sourcewell members. With increases in opportunities and interest – as we anticipate with a focused push regarding any Contract award – Matter Surfaces is always willing to hold more speculative inventory or project-based materials on-hand when it deems appropriate for a client.</p> <p>Once material is ordered and prepared, Matter Surfaces leverages its small parcel and LTL Carrier relationships to ensure material is safe as it travels anywhere in the continental United States, delivering to the End User, generally, within one week's time.</p>
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Matter Surfaces currently distributes products throughout Canada. Therefore, we are willing and able to work to drive purchase and adoption of our products by Sourcewell members in Canada, using the same warehouses and delivery processes used in the United States.</p> <p>Matter Surfaces also offers quoting and invoicing in Canadian dollars.</p>
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Matter Surfaces has no restrictions with respect to serving nonprofit agencies if awarded a contract.
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Matter Surfaces is fully capable of servicing and supporting all Sourcewell members throughout the United States, Canada, and the rest of the world, as opportunities present themselves.
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - There are no participating sections that Matter Surfaces cannot fully serve through the contract.

79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Matter Surfaces has been part of a Sourcewell contract in the past – Athletic Surfacing with Related Materials, Supplies, Installation, and Services - ending more recently as we awaited the opening of this contract. We have found that Sourcewell Category Development Administrators along with the Annual Conference and Business Expo play a very key role in the promotion of the contract, assuming the Supplier is willing and prepared to take advantage, which Matter Surfaces is. As the administrator of this contract, Sourcewell's role in promoting contracts, based on our experience, includes the following:</p> <ul style="list-style-type: none"> • Internal promotion of the contract among all the members of Sourcewell to build awareness as to who is part of the program and how to contact the Suppliers. • Education of the members as to how it benefits the members to utilize products/service offered by vendor partners as part of the contract – Bids are not required. • Facilitate connecting the Sourcewell members with the contract holders through electronic communication, vendor shows, marketing and/or advertising to help build relationships between the members and contract holders. • Update members and contract holders on successful projects facilitated through the contract. <p>Contracts are integrated into our sales and services processes in the following way:</p> <ul style="list-style-type: none"> • Formal announcement to field and inside Customer Care, Project Management, and Order Entry personnel that we have been awarded a new contract • Provide all details on the contract using a cohesive, easy-to-use resource. • Assign members to specific sales territories, regionally • Tag all Sourcewell members in our CRM system (NetSuite) as part of a new Sourcewell End User List, so all departments are aware of who the members are • Work in conjunction with marketing to connect sales with all members to introduce them to Matter Surfaces, our people, our products, and services. • Measure activity and opportunities with members through CRM dashboard specific to Sourcewell and update leadership through quarterly business reviews. <p>We perceive Sourcewell's role to be proactive and supportive, directly promoting awarded companies. We believe that Sourcewell should strongly encourage participating agencies to engage in our productive dialogue, presentations and solicitations with and from awarded companies. Matter Surfaces plans to issue a press release to promote any/all Sourcewell-awarded contract(s) and to use that information as a leading bullet point in our end-user/flooring contractor sales process.</p>	*
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Matter Surfaces works to develop relationships and a large piece of that is close, account management with key programs, like Sourcewell. All ordering would be done via email, using our Quote and Purchase Order process. We do not offer online ordering of our products. This is in an effort to protect the sales process and the different entities involved, i.e. Dealer/Distributor and the Sourcewell member. Working with those in the office most familiar with the details of the program will ensure that correct pricing is provided and the buying process is protected.</p>	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Matter Surfaces works with our resellers and installers to ensure that that basic level of customer communication and training occurs at the time of installation for all products that we are including with this proposal. There are always best practices in terms of cleaning and maintenance and we actively push (and document) to make sure that end users are fully educated in these best practices.</p> <p>In the case of PURline and Parador Modular One, we provide more formal installation training - free of charge - to the reseller and installers. This installation training is either 60 or 90 minutes (depending on scope) and is done with our Technical Specialist - virtually or onsite. In these two cases, the training is standard, but not optional to receive a full warranty on materials. The training is fully supplied and funded by Matter Surfaces and is available to ensure the simple, yet specific installation instructions are followed and the project goes well - with a satisfied Sourcewell member.</p> <p>Our extensive sales staff is also trained in our product lines and can provide their expertise on an as needed basis.</p>	*

<p>82</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Each of Matter Surfaces' Brands and Collections has advantages to other options in the same product category. Below are specific examples of these characteristics by Brand/Collection:</p> <p>Bolon: Resilient/Contract Flooring: Woven Vinyl Flooring</p> <ul style="list-style-type: none"> • All BOLON products are produced using renewable energy and recycled material. • Free from plasticizers and stabilizers. <p>PURLine: Bio-based Flooring – formulated from renewable, organic materials.</p> <ul style="list-style-type: none"> • PURLINE is composed of three organic ingredients and is Cradle 2 Cradle Silver and GreenGuard Gold certified. • Third Party Verified Declare LBC Compliant. • PURLINE will not stain - even with the most demanding disinfecting agents like Betadine, Iodine and Bleach. <p>Parador, Modular One: Rigid Core Clic Flooring (wood-resilient)</p> <ul style="list-style-type: none"> • Modular ONE offers an adhesive-free, click installation. • No VOCs or added chemicals needed for installation. • The cork backing is inherently mold and mildew resistant. <p>Arrival: Entrance Systems</p> <ul style="list-style-type: none"> • Aluminum Entrance Grilles are available for exterior applications. • Carpet Tiles are impervious to moisture. <ul style="list-style-type: none"> o No adverse effects from sweat, water, or any liquids that might touch the carpet or the backing. • Some Carpet Tiles + matting roll goods with a Class 1 Fire Rating for Class A buildings. • Wet area matting is UV stable, anti-microbial, anti-fungus, and meets ASTM guidelines for slip-coefficient. <p>Formative: Contract Flooring</p> <ul style="list-style-type: none"> • Formative Clic – Rigid Core SPC offers an IIC value of 61 (ASTM E492), creating one of quietest environments. • Formative Sheet – Sheet Vinyl – Phthalate and plasticizer-free resilient vinyl goods formulated from sugar beets and citric acid esters. <p>Play: Rubber and Multi-purpose Flooring</p> <ul style="list-style-type: none"> • All Rubber tile products are made from a mold that allows them to stay flat when installed. • A molded product helps prevent penetration of moisture and increases the durability of the product.
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<p>83</p>	<p>Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>With an increasing number of building professionals prioritizing the environmental impact of their projects, the demand for environmentally responsible products is greater than ever. Now is the right time to give structure to our commitment to social environmental values, while supporting our business initiatives. Sustainable buildings have countless benefits, among them:</p> <ul style="list-style-type: none"> • Reduced operating costs • Improved indoor air quality and a healthier space for the building’s occupants • Minimized environmental impact <p>Matter Surfaces is proud to provide sustainable flooring solutions that support green building and certification programs including LEED, Mindful Materials, WELL Building Standard, and more. We are a signatory of the Manufacturer Materials Pledge with Mindful Materials. As such, we “commit to ongoing dialogue with the industry, and to working towards manufacturing holistically sustainable products, in order to drastically reduce the negative impacts of the build environment.”</p> <p>Matter Surfaces’ extensive entrance matting, foot grilles, and floorcovering lines include products that are FloorScore® certified and Green Label Plus certified and other products that can contribute to sustainable design strategies, such as:</p> <ul style="list-style-type: none"> • Entrance systems designed to protect indoor air quality • Fiber products that are Green Label Plus • Environmental Product Declarations and Health Product Declarations for resilient flooring and installed matting • Bio-polyurethane rolls and planks produced from nearly 90% renewable and natural raw materials • Rubber products made from recycled tires • No-wax, low maintenance, long-lasting distinctive flooring <p>We are constantly looking for ways to reduce waste and reuse materials, while improving efficiency, performance, and quality. Our initiative extends throughout Matter Surfaces. and to our clients.</p> <p>Some programs include:</p> <ul style="list-style-type: none"> • Product re-engineering projects to increase post-consumer recycled content and sustainable materials • Recycling, repurposing and donating products and materials • Installing motion sensors throughout our facilities to lower energy consumption • Implementing Energy Star office equipment, including copiers and printers, and using recycled paper products <p>Matter Surfaces aspires to achieve the highest standards for sustainable commercial flooring and business practices.</p>
<p>84</p>	<p>Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).</p>	<p>True health and wellness is holistic – encompassing person and planet. Material decisions for interior spaces often dictate caring for both. Entrance systems are the Sourcewell members’ first line of defense when creating spaces that enhance wellness. Clean air solutions are the very purpose of Matter Surfaces’ entrance systems – foot grilles and matting solutions. Once inside, design flooring choices throughout spaces have a substantial impact on both human and planet health. These topics are complex, and solutions often offer contradictions, but Matter Surfaces is committed to helping the member make the right decision.</p> <p>We see our Sales Team as the differentiator in the field – a trusted advisor for the Sourcewell member to discuss all aspects of sustainability, health, and wellness. We want the member to feel confident about the investments being made, so we focus on the following:</p> <ul style="list-style-type: none"> - Clean zone entrance solutions – multiple products - The purpose of the length of the installation needed to effectively manage dirt + debris. - Establishing the right maintenance protocols. <p>Our glue-down products are secured using Green Label Plus certified adhesives, which also include a Health Declaration. In addition, we offer LEED certification for our installed materials that include:</p> <ul style="list-style-type: none"> - Indoor Environmental Quality Credit 4.1: Low-Emitting Materials: Adhesives + Sealants - Indoor Environmental Quality Credit 4.3: Low-Emitting Materials: Flooring Systems - Indoor Environmental Quality Credit 5.0: Indoor Chemical + Pollutant Source Control

85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Specifically, in this proposal, Matter Surfaces includes a well-rounded portfolio of products. Within each category, these products offer any number of certifications related to energy efficiency/conservation.</p> <ul style="list-style-type: none"> • Bolon: Resilient/Contract Flooring: Woven Vinyl Flooring All BOLON products are produced using renewable energy and recycled material. Certifications: EPD, FloorScore, Declare, LEED, WELL Building Standard. • PURline: Bio-based Flooring – formulated from renewable, organic materials. PURLINE is composed of three organic ingredients. Certifications: EPD, HPD, FloorScore, Declare (Red List Approved), Cradle-to-Cradle, LEED, WELL Building Standard. • Parador, Modular One: Rigid Core Clic Flooring (wood-resilient) Ecological wood construction. Certifications: EPD, HPD, FloorScore, Declare (Red List Approved), PEFC, LEED, WELL Building Standard. • Arrival: Entrance Systems Fibered products are GreenLabel Plus certified. 	*
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>N/A – Matter Surfaces does not qualify to participate in these programs, however, we make every effort to be supportive of WMBE and SBEs in our business operations. We believe that many of our distributor/reseller partners fall into these categories and we are proud of our long-standing partnerships in supporting them.</p> <p>It is our understanding that many Sourcewell members would benefit from potential business entity “credits” which are attainable by leveraging WMBE and SBE vendors. Upon award, Matter Surfaces will begin a process of identifying and calling out our dealer partners that may qualify under these classifications. This information will become a component of our Sourcewell re-launch and communication plan and strategy.</p>	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Very few companies have the variety of products offered by Matter Surfaces. These products address all of the needs for most all facilities and the variety of applications within each.</p> <p>It would take several companies to provide all the product we provide. So, while no single solution is in and of itself necessarily unique, the combination of products that Matter Surfaces can offer to the Sourcewell member is unprecedented and unmatched.</p> <p>Matter Surfaces also believes in supporting its products. It is rare that a Supplier of materials will offer virtual or onsite installation training of materials at no cost to ensure each project is successful for the End User/Sourcewell member. We know that each installation is an opportunity for an ongoing, growing relationship.</p>	*

Table 14A: Warranty

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

Line Item	Question	Response *
88	Do your warranties cover all products, parts, and labor?	No, Matter Surfaces offers a limited warranty for the products that we sell. However, our network partners and those contracted to manage the installation of our materials will offer a warranty beyond products - to include labor also.
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, Matter Surfaces does not provide warranty coverage in the case of improper maintenance of the product or damage caused to the product.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All claims are handled on a case-by-case basis. It should be noted that given the caliber of products offered by Matter Surfaces, material warranty issues and claims are rare. In the event that the site needs to be visited to help support the resolution of the claim, Matter Surfaces would offer financial support/technical staff on behalf of the warranty.
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, if the product is installed somewhere in the United States or Canada, Matter Surfaces should be able to properly service and support the installation and warranty coverage, when applicable.
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, if the product is sold by Matter Surfaces, we stand behind it and cover it under our warranty plan.
93	What are your proposed exchange and return programs and policies?	Matter Surfaces defines its exchange and returns programs and policies in the Credit Application under the Returned goods Policy. It reads as follows: Requests for all returns of merchandise must be made to our Credit & Return Department. All returned goods will be assessed a 30% restocking charge and freight must be pre-paid. Returns can be made up to 30 days after the original ship date. Please contact our Credit & Return Department at 800-628-7462 for a Return Materials Authorization (RMA). Items returned without authorization or by collect freight will be refused. Items produced to customer specification, custom cuts, specialty items, logos, discontinued items, seconds, obsolete and used products cannot be returned.
94	Describe any service contract options for the items included in your proposal.	N/A - Services to be performed/offered through Dealers/Distributors installing the materials included in this proposal.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	N/A - Services to be performed/offered through Dealers/Distributors installing the materials included in this proposal.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	N/A - Services to be performed/offered through Dealers/Distributors installing the materials included in this proposal.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 97. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Pricing Matrix (Final) - .xlsx - Monday June 12, 2023 14:46:41
 - [Financial Strength and Stability](#) - FinancialConfirmation.pdf - Wednesday June 07, 2023 12:09:22
 - [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 06, 2023 15:05:53
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranties.zip - Tuesday June 06, 2023 14:23:16
 - [Standard Transaction Document Samples](#) - OrderExample.pdf - Tuesday June 06, 2023 14:32:07
 - [Requested Exceptions](#) - OrderAdjustments.pdf - Tuesday June 06, 2023 14:37:30
 - [Upload Additional Document](#) - credit application form Matter Surfaces.pdf - Tuesday June 06, 2023 14:38:31

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. - Sarah Pelissier, VP, Sales Operations, Mats, Inc.

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

Yes No

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

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

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