



Solicitation Number: 061323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Carpet Distribution LLC, 160 S. Industrial Blvd., Calhoun, GA 30701 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with as provided in Supplier's warranty information included in Attachment A. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

approved form is available from the assigned 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 between a Participating Entity and Supplier must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

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

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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell 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 Sourcwell if this certification changes at any time.

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

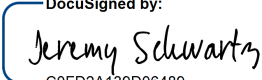
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

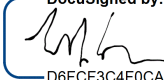
22. CANCELLATION

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

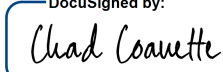
Sourcewell

Mohawk Carpet Distribution LLC

DocuSigned by:

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

DocuSigned by:

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

Approved:

DocuSigned by:

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

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mohawk Carpet Distribution LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	VUPMQXUJKJP3
5	Proposer Physical Address:	160 S. Industrial Blvd. Calhoun, Georgia 30701
6	Proposer website address (or addresses):	www.mohawkgroup.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Gallman President, Mohawk Group 160 S. Industrial Blvd., Calhoun, GA 30701 Mike_gallman@mohawkind.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sergio Blanco Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 sergio_blanco@mohawkind.com (706) 624-2076
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brandi Purkey Manager, Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 Brandi_purkey@mohawkind.com (706)-483-0874

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

Line Item	Question	Response
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10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Mohawk is proud to offer a complete portfolio of commercial products including the following:</p> <ul style="list-style-type: none"> *Carpet Tile & Carpet Planks-Manufactured in Mohawk's Glasgow, VA facility *Carpet Broadloom & Custom Carpet- Manufactured in Mohawk's Dalton, GA facility *Woven- Manufactured in Mohawk's Sugar Valley, GA facility *Luxury Vinyl Tile and Heterogeneous Sheet Vinyl- Manufactured in Mohawk's Dalton, GA facility (Limited LVT sourced) *Homogeneous Sheet Vinyl- Sourced *Homogeneous Vinyl Tile, Stair Treads, & Wall Base- Manufactured in Mohawk's Sheboygan, WI facility Laminate- Manufactured in Mohawk's North Carolina facility Supporting ancillary products- Manufactured in the United States <p>Mohawk is offering a complete installation package covering new build and renovation work. In addition to install, Mohawk offers a reclamation program where Mohawk will reclaim the existing flooring to ensure that the product does not wind up in a landfill.</p> <p>Additional design services offered by Mohawk include Personal Studio where member's can transform existing running line material to a custom product by changing yarn colors thus fulfilling agency colors and desired aesthetics.</p> <p>Mohawk also offers maintenance training for projects to help facilities and maintenance understand how to best maintain flooring throughout the life of the product.</p> <p>In a world where we have experienced supply chain disruption, Mohawk utilizes our in house fleet of 750 trucks to move material inside of the contiguous United States for delivery within 7 days. Mohawk maintains control of the product from production through delivery to Sourcewell members.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Mohawk is proposing our complete commercial portfolio including broadloom carpet, carpet tiles inclusive of square and plank, walk off carpet tiles, luxury vinyl tile, adhesives, ancillary items including trims and base. Mohawk Group will also offer delivery, installation services for all the above listed products along with reclamation services.</p>
12	Does the response include installation services?	Does the response include installation services?
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See our response for Line 14-16 below.
14	How does the Participating Entity select an installer?	<p>Mohawk maintains a national database of installation partners who are trained and familiar with Mohawk product installation guidelines. Dependent upon the scope of the project, Mohawk will make a recommendation for an installation partner to the participating entity.</p> <p>If a participating entity has an installer that they are familiar with and prefer to use then Mohawk will review their past experience and confirm they are eligible to install Mohawk products as a subcontractor to Mohawk. Once confirmed, Mohawk will work with the installer to provide a proposal to the participating entity.</p> <p>Mohawk also identifies installation partners who hold socioeconomic status. If the participating entity is looking to obtain tier 2 spend towards their small business goals then Mohawk can facilitate an install that will support the entity's initiatives.</p> <p>If a participating entity has a dealer they prefer to purchase direct from then Mohawk will review past experience and eligibility then provide an authorization letter for the dealer to quote utilizing Mohawk's Sourcewell contract. This path will allow a participating entity to gain tier 1 small business spend if the entity elects a dealer with socioeconomic status.</p>

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

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

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

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

Table 3: Pricing Offered

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

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mohawk will provide a discount off list pricing for our complete portfolio including SKU numbers and a labor grid to include standard and prevailing wages - see attached 'Sourcewell Price Grid - 2023' and 'Sourcewell Price Grid - 2023 - CANADA' PDF document.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	We execute full accountability throughout the project management process. We establish site visits for determination of accurate measurements and to elaborate the true scope of work, so the proposal is a true and accurate reflection of the actual work to be performed (i.e. location, facility type, occupied space vs. vacant, project size, product type(s), installation deadlines, etc.) with competitive pricing. We work with our installation partner to review site visit pictures and confirm the floor plans and take offs are accurate. We will also provide a phasing schedule, onsite communication and direction for preparing the space for furniture lift or movement as needed. Our proposals are itemized by line item per unit of measure for both material and labor. An example proposal available if requested. See attached '2023 - Sourcewell Pricing' for labor grid.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Mohawk can provide a 10-30% discount from the list price.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk's pricing is not to exceed which means there is flexibility to provide a reduction to the published contract pricing dependent upon size and scope of the project.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Mohawk provides our complete commercial portfolio to Sourcewell. If a product is launched and desired prior to amending the existing price grid then Mohawk will provide the same structure of pricing to the member as with existing products in the same platform. Regarding installation or sourced material to finish a project that is defined in the open market line items, this would be calculated as a cost plus dependent upon the risk Mohawk is taking to provide the particular line item. As a standard, Mohawk looks to have the most encompassing priced line items to fulfill procurement guidelines where participating entity's have limitations on "open market" items.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Mohawk will not have any standard additional charges on every day quotes to the customer. Specific cases where a customer request expedited shipping, there would be an additional cost to the customer.
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> • Alaska—we offer both a Prepaid and add and preapid solution delivering via SPAN Alaska to many AK locations. • Hawaii—we offer solutions through SCD (Fontana, CA) and HYS (Hayward, CA) warehouse, AFF carrier. You may choose shipment to mainland Hawaii for delivery. Mohawk has one truck operating in Hawaii. • Canada—we offer solutions out of CAD (Calhoun, GA) and KND (Kent, WA/ KND for British Columbia). • Any direct ship (DRP) from manufacturing facility outside US is coordinated through International Logistics department and they will need to provide details to support. <p>All delivery terms are prepaid and add.</p>

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

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Mohawk's payment term is Net 30. Mohawk can accept payment via ACH, Wire, P-Card, and credit cards(Mastercard, Visa, American Express).	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk does not offer leasing or financing options.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Mohawk utilizes a standard proposal document for quoting projects. Mohawk accepts participating agencies purchase orders based on the Sourcwell terms and conditions. Mohawk does not require any additional transaction documents. Mohawk will review any terms and conditions, service level agreements, etc. from participating agencies on a case by case basis.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Mohawk does accept P-Card as part of the payment process and there is no convenience fees for government and education members.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Mohawk's Contract compliance team will review the sales quarterly against the established contract price to ensure pricing is within the contractual parameters. A strategic account code is created to ensure our team is able to locate and manually pull all order sales (including material and labor) that are tied to the specific code. The strategic account code will be tied to all orders related to the Sourcwell contract and will be input by customer service at order entry. The Account Executive will also verify after order placement that the strategic account code is added. The Account Executive is also able to add the code if missed at the time of order entry. A review will be performed 15 days following quarter close to verify the vendor report has been completed based on the contractual requirements and review the request to Accounts Payable is consistent with the proposed administrative fee against the sales volume for the quarter.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	With having a long standing history between Mohawk and Sourcwell, we understand what success looks like. Mohawk continues to review year over year trends with our Sourcwell spend at the state level, the piggyback state contract level as well as the growth between entity type including government, k-12, and higher ed. These trends and historical data will provide direction to Mohawk on next steps for engagement with our field Account Executives. Where we see growth in certain markets, we share best practices to leverage in other markets. Where we identify the market flattening or declining, we reevaluate our approach to penetrate from a different angle to leverage our Sourcwell agreement.	*
49	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mohawk proposes a 2% administrative fee which will be calculated on material and installation services less freight.	*

Table 7: Company Information and Financial Strength

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

57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mohawk has never been suspended or debarred.	*
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Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Mohawk has been recognized with over 15 awards for our sustainability products, practices, and efforts.</p> <ul style="list-style-type: none"> · Floor Covering Weekly GreenStep 2021 Awards, Product Winner for EverStrand · Floor Covering Weekly GreenStep 2021 Awards, Practice/Process Honoree, ReCover Recycling Program · Floor Covering Weekly GreenStep 2022 Awards, Practice/Process Winner, ReCover Recycling Program · Floor Covering Weekly GreenStep 2022 Awards, Promotion Winner, UltraWood Naturally Sustainable Infographic · The International Surface Event Best of Services 2021 Award, Sustainability: ReCover Carpet Recycling Program · GOOD DESIGN Award for Smart City 2021 · Green GOOD DESIGN Award for Data Tide 2022 · Green GOOD DESIGN Award for UltraWood 2022 · Metropolis Planet Positive Awards, Flooring Product honoree for Data Tide · Best of NeoCon Awards, Sustainability category for Data Tide 2021 · Best of NeoCon Awards, Sustainability category for Social Canvas and Painted Perspectives 2022 · HiP Awards, Green Materials category, honoree for Color Pulse · HiP Awards, Health + Wellness Flooring category, honoree for Crossing Current · Green Builder Media, 2021 Eco-Leader for Mohawk Flooring · Green Builder Media, 2021 Hot 50 Products for UltraWood · Green Builder Media, 2022 Sustainable Product of the Year, UltraWood · Forbes' Best Large Employers · Forbes' Best Employers for Veterans since 2020 	*
59	What percentage of your sales are to the governmental sector in the past three years?	<p>2021 - 8%</p> <p>2022 - 8%</p> <p>2023 YTD - 7%</p>	*
60	What percentage of your sales are to the education sector in the past three years?	<p>2021 - 12%</p> <p>2022 - 13%</p> <p>2023 YTD - 10%</p>	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>BuyBoard - \$1,504,000</p> <p>E&I - \$322,000</p> <p>State of CA - \$7,146,000</p> <p>State of Florida - \$10,045,000</p> <p>State of Georgia - \$462,000</p> <p>State of KY - \$4,240,000</p> <p>State of MO - \$364,000</p> <p>State of NJ - \$313,000</p> <p>State of NY - \$1,960,000</p> <p>State of NC - \$1,044,000</p> <p>State of TX - \$257,400</p> <p>State of UT - \$3,007,000</p> <p>University of CA - \$408,700</p>	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract GS03F077AA</p> <p>2021 - \$637,419</p> <p>2022 - \$847,012</p> <p>2023 - \$97,726 YTD</p>	*

Table 9: Top Five Government or Education Customers

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

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

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
State of Kentucky - Commonwealth of Kentucky	Daniel Salvato	502.564.5862
State of New York - OGS	Stacey Savage	518.473.6949
State of Florida - DMS	Joseph Thomas	850.488.8367

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
65	Sales force.	Mohawk maintains a commercial sales force of 129 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 2 Senior Directors of Segmented sales with each a focus on Education and Government, 3 Business Development Managers, and 110 Account Executives situated strategically across the United States and Canada.

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

72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Mohawk has the capability and willingness to provide our products to all US participating entities. Mohawk has positioned itself to be a partner to government and education members in several areas defined below:</p> <p>*Mohawk has ensured our Account Executives are properly trained on cooperative purchasing</p> <p>*Mohawk communicates product trends and market shifts related to gov/ed to Account Executives.</p> <p>*Mohawk understands key government markets in Canada.</p> <p>*Mohawk has key installation partners to cover all provinces so that Sourcewell members can receive a complete installation package.</p> <p>*Mohawk has the logistics to support delivery on time</p>	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Mohawk will service non profit agencies.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Mohawk does not have any limitations related to servicing Sourcewell participating agencies.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mohawk takes no exceptions and is fully capable of servicing all geographies and all sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mohawk does not have any requirements or restrictions for servicing Hawaii and Alaska.	*

Table 12: Marketing Plan

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

Table 13: Value-Added Attributes

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

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

85	<p>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>	<p>All Mohawk carpet is Green Label Plus certified and hard surface products are FloorScore certified, exceeding the most stringent requirements for VOC emissions contributing to clean and healthy indoor air quality. FYI: Indoor Air Quality goes by many different names. You may see IAQ, low-VOC, CDPH v1.2-2017, or CARB compliant. All these acronyms can be satisfied by our Green Label Plus or FloorScore certificates.</p> <p>-Material Transparency: Many Mohawk Group soft surface products and select hard surface products have material disclosure documents. These documents list all the materials that make up our products and disclose whether they have any health effects on the people around them. We have two types of material transparency documents: Health Product Declarations (HPDs) and Declare labels. HPD and Declare labels are both material transparency documents.</p> <p>-Multi Attribute Certifications: There are a number of certifications that look at multiple attributes of a product, such as its energy use, recycled content, durability, and waste minimization. NSF 140 Gold certification is the industry standard, and Mohawk Group has reached this level for all nylon fiber commercial products. We went above and beyond with EcoFlex ONE and reached NSF 140 Platinum certification, becoming the first running line carpet tile to do so. C96The Living Product Challenge is a third-party product certification program administered by the International Living Future Institute. Living Products at their base are:</p> <ul style="list-style-type: none"> • free of toxins • respect the rights of workers • have a net-positive carbon and water impact, and • aim to positively impact their environment. <p>All our Mohawk Group nylon fiber on EcoFlex backing carpet tile is Living Product Challenge (LPC) Petal Certified. LPC requires that all environmental “handprint” (or give back) projects are associated with social co-benefit, meaning that the handprint activities must be performed for an organization or community that otherwise would not have been able to undertake them under normal circumstances.</p>	*
86	<p>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>	<p>Mohawk is a large business. Mohawk has the capability to subcontract with businesses that hold a socioeconomic status for installation services in order for participating agencies to receive tier 2 spend.</p>	*
87	<p>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>	<p>Through mergers and acquisitions, Mohawk is the largest flooring manufacturer globally. 2020 was a challenging year for flooring manufacturers and a testament of our strength in the flooring market. A unique attribute about Mohawk is that we are vertically integrated. The combination of the size of Mohawk which allows us to leverage our buying power of raw materials and our vertical integration enabled the business to maintain standard lead times. Mohawk did not have to delay our US made carpet tile, broadloom, and LVT. We were able and are still providing on time deliveries 98% of the time.</p> <p>Mohawk owns one of the largest private fleets in the United States. This includes 750 trucks and 35 distribution and satellite warehouses. Our distribution network is unique due to Mohawk's delivery capabilities. We can be anywhere inside the contiguous United States within seven days. Due to this being in house, Sourcewell members can call Mohawk for status of shipment from the time the order enters are system through product delivery and installation. We are the one source solution for Sourcewell members.</p>	*

Table 14A: Warranty

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

Line Item	Question	Response *
88	Do your warranties cover all products, parts, and labor?	Yes.
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached product warranties pdfs.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if the material issue is covered in our warranty. We have a two-year installation warranty.
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mohawk can reach all areas for repair, and we also have an outreach of certified technicians Mohawk will subcontract with in the event a repair is needed.
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mohawk will maintain the warranties for all products sold under this contract.
93	What are your proposed exchange and return programs and policies?	Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials. <ul style="list-style-type: none"> • Cancellations, returns and/or pending shipments under 100 yards, single dyelot, (cut made or en route) - No return / cancellation fee • Cancellations, returns and/or pending shipments over 100 yards (cut made or en route) - 25% of material value • Karastan brands over 100 yards or any Running Line order over 2000 yards incur 25% cancellation fee after 3rd business day from order placement • Customs, Drops, Promotional Goods - No return/cancellation • Returns - Outbound and return freight- Customer obligation • Invoices over 90 days old- No returns
94	Describe any service contract options for the items included in your proposal.	MohawkOne is your single, one-stop, integrated solution for your entire flooring project from start to finish. We execute and custom-manage every detail including ordering, scheduling, invoicing, installing and maintenance. In addition, MohawkOne doubles your standard labor warranty from one year to two years.

Table 148: Performance Standards or Guarantees

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - Pricing.zip - Monday June 12, 2023 14:17:57
- [Financial Strength and Stability](#) - Mohawk Annual report 2022.pdf - Monday June 12, 2023 14:14:00
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Monday June 12, 2023 14:18:42
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell RFP_061323_Flooring_Contract_Template LLP 05152023.docx - Monday June 12, 2023 14:14:30
- [Upload Additional Document](#) - Additional Documents.zip - Monday June 12, 2023 14:19:01

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
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