

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tarkett USA Inc., 30000 Aurora Road, Solon, OH 44139 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Products 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 a two (2) percent administrative fee multiplied by the total sales of all Products purchased by Participating Entities under this Contract during each calendar quarter. Labor performed in relation to this Contract shall not be included in the calculation of total sales for purposes of the Administrative Fee. 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.

If a Participating Entity requires an administrative fee from Supplier, Supplier may offset the Participating Entity administrative fee from the 2% Administrative Fee Supplier pays to Sourcewell under this Contract. Notwithstanding anything to the contrary, Supplier must pay Sourcewell a minimum Administrative Fee of 0.5% on Products provided to Participating Entities under this Contract regardless of the administrative fee percentage charged by a Participating Entity.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to 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

Tarkett USA Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/10/2023 | 3:24 PM CDT

DocuSigned by:
Rusty Joyce
430710BA27F44AD...
By: _____
Rusty Joyce
Title: President-Commercial
Date: 8/10/2023 | 12:40 PM PDT

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 8/11/2023 | 8:04 AM CDT

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Tarkett USA Inc.
Address: 30000 Aurora Rd
Solon, Georgia 44139
Contact: John Sumlin
Email: John.Sumlin@tarkett.com
Phone: 706-281-2791
Fax: 706-259-2657
HST#: 63-1185575

Submission Details

Created On: Tuesday April 25, 2023 08:06:51
Submitted On: Tuesday June 13, 2023 12:26:11
Submitted By: John Sumlin
Email: John.Sumlin@tarkett.com
Transaction #: 743e79e7-dff6-459e-805e-c0a59b52afef
Submitter's IP Address: 104.129.207.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tarkett USA Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnsonite by Tarkett
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Tarkett, Johnsonite, f.k.a Tandus Centiva
4	Provide your CAGE code or Unique Entity Identifier (SAM):	QJQCMQY6HRF5
5	Proposer Physical Address:	30000 Aurora Road Solon OH 44139
6	Proposer website address (or addresses):	www.tarkett.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):	Rusty Joyce, President-Commercial 30000 Aurora Road, Solon OH 44139 Rusty.Joyce@tarkett.com 706-281-2730
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Sumlin, VP Strategic Accounts, Education 30000 Aurora Road, Solon OH 44139 john.sumlin@tarkett.com 404-431-2131
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Collins, Sr. Contract Sales Support Specialist 1735 Cleveland Hwy, Dalton GA 30721 jamie.collins@tarkett.com 706-281-2730

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>The Tarkett family has grown strategically through the years to provide the industry's most comprehensive portfolio of sustainable flooring solutions, Service solutions including cutting-edge design and technologies from Johnsonite and formerly Tandus Centiva. All the same great flooring and accessories you've trusted for years, now offered within the Tarkett Solution SPECTrum™.</p> <p>Modular Carpet Tiles & Planks 24x24, 18x36, 9x36 sizes PVC Free + Cushion Backed Options Ethos® Modular Backing with Omni-Coat Technology™ PVC Free, Silver C 2C, eliminates pH, RH and MVER testing. Flex-Aire™ Cushion Modular the only 100% recyclable sustainable cushion in the industry. Acoustic enhancements; Comfort underfoot; Extended Performance; Ergonomic + Cost Saving benefits, e.g., Sit-to-Stand Desking Solution</p> <p>Powerbond® A 6'0" W rolled good carpet, standard with an attached, closed-cell cushion and is closed loop recyclable. This patented process fuses our proprietary cushion backing to a carpet face, creating unparalleled performance and design capabilities. Powerbond® has proven performance for over 50 years in extreme heavy traffic areas such as airports, stadiums, educational and healthcare facilities. Provided no free liquids are present, no moisture vapor emission rate (MVER) or</p>

relative humidity (RH) testing is needed, reducing install costs and time. Powerbond is impermeable to moisture; welded seams create wall-to-wall moisture barrier.

Broadloom Tarkett manufactures award-winning designed broadloom and a reputation for superior quality. Our tufted broadloom epitomizes sophisticated design and work in tandem with all Tarkett soft and hard surface platforms offering solutions for Workplace, Senior Living, Healthcare, Hospitality and Education. Multiple backings support performance, budget and acoustic requirements.

Woven Tarkett's wovens represent the ultimate in luxury and performance. Drawing on weaving techniques handed down through centuries, our design team's contemporary approach to woven broadloom offers an elegant, high end aesthetic in a vast range of designs and colorways for the fractional luxury component in any commercial environment.

Luxury Vinyl Tiles & Planks (LVT) Tarkett LVT offers a wide range of sizes, shapes, textures and patterns designed to withstand heavy traffic, with extra resistance to scuffs, scratches and stains. Our patented Techtonic™ advanced polyurethane technology is a massive shift forward in performance for hard surface floors. Techtonic offers 40% better scratch resistance, 18% better abrasion resistance and 50+ million square feet delivered without a claim for scratch, scuff, abrasion or performance, amazing!

Even Plane LVT, a non-woven fiberglass layer resists indentation and absorbs the sound of nearby foot traffic 30% better than building code requires, helping create quieter, more productive workspaces. Install Even Plane alongside carpet tile—without transition strips— for additional comfort and delineation of space. With a 32-mil wear layer and state-of-the-art Techtonic® protection, Even Plane raises the grade on performance, while keeping your feet on even ground.

Adapt LVT with SureSet™ technology is designed to drastically reduce the time and expense of your next floor installation. A unique sculpted wave backing system allows air and moisture in the subfloor to breathe. Pressure-sensitive adhesive is pre-applied in the factory, so no glue is required on site. Tiles and planks stay in place, yet can also be repositioned when necessary, making installation quick, easy and flexible.

Vinyl Sheet and Tile Tarkett Vinyl flooring combines a broad portfolio of patterns and colorways with high performance for schools, hospitals and other high traffic areas. From heterogeneous sheet composed of several layers, including a printed sheet for limitless design possibilities, to homogeneous sheet and tile with a through pattern, Tarkett's portfolio is high performing and low emitting, contributing to a safe and healthy indoor environment.

Linoleum One of the most natural and sustainable flooring solutions on the market, Tarkett linoleum has been appreciated for its natural beauty, comfort and durability for over 150 years. Our linoleum is made from 94% natural raw materials (linseed oil, wood and cork flour, and resins) and is treated with our unique x² surface protection for durability, easy cleaning and cost-effective maintenance. Tarkett linoleum is the world's first to be certified Cradle to Cradle.

Rubber Flooring Tarkett rubber flooring offers the largest collection of colors, patterns and textures in the industry. Naturally slip resistant, shock absorbing and underfoot comfort, Tarkett Rubber flooring is perfect for environments that require high performance, durability and acoustic enhancement. Tarkett Rubber has endless custom capabilities, perfect for branding and way finding.

Composition Tile Composition tiles provide economic value and a multitude of patterns, colorways and quality options to optimize performance across a number of high traffic installation areas. Composite tiles are budget friendly and withstand heavy foot and rolling traffic. Low-emitting, composite tile contribute to the safety and health of every space.

Static Dissipative Vinyl Sheet and Tile Tarkett is a global leader in static dissipative and static conductive flooring solutions engineered to keep sensitive environments such computer rooms, data centers, laboratories, clean rooms and ESD-sensitive areas in hospitals and the electronics and equipment they house safe. Our SDT solutions cover a range of product categories designed to coordinate with colorways and products with in the Tarkett Solution SPECTrum™

Sports | Multi Function Flooring From multi-use gym flooring to competitive basketball courts and yoga studios, sports surfaces need to be adapted to different activities and levels of competition. With every sports flooring solution, we provide the knowledge and expertise to make each project a success.

Specialty Applications There are often special spaces within a commercial

		<p>environment that need unique flooring solutions to optimize performance or contribute to safety. Tarkett offers solutions for Acoustics Enhanced slip resistance Resistance to oil and grease Electrical resistance and static dissipation Safe egress Tarkett's portfolio of specialty flooring coordinates with all Tarkett products.</p> <p>Wall Base That detail between the wall and the floor that brings the whole space together. Our portfolio of options is the strongest in the industry. Tarkett offers more profiles, colors and finishes to compliment your interior space than any other flooring manufacturer. Our wall base product lines are designed to perform, contribute to safety and reduce install schedules. If an architectural/wood detail is desired Tarkett Millwork® is a perfect solution, eliminating variable fabrication costs and assuring reduced maintenance costs. Millwork® Masquerade offers endless custom capabilities to match finishes or unique, branded design.</p> <p>Stairwell Management Proper stairwell management minimizes risk by balancing safety and performance, leading to a measurable long- term return. Our integrated stairwell management system includes rubber and vinyl treads, nosing and accessories that enhance the flow of a space, allowing people to move safely and comfortably. Available in a broad array of profiles, textures, patterns and colors to compliment interior finishes and architectural details.</p> <p>Finishing Accessories In high-performance environments, every element works together to create synergy. Interior designs must meet the recommendations of the Americans with Disabilities Act (ADA). To help, we offer an entire family of finishing accessories that will comply with regulations while complementing the existing finish elements.</p> <p>Installations Accessories From Tarkett TAPE™ for floating, configurable modular carpet installations to RollSmart™, an easy-to-apply LVT adhesive that facilitates faster installation, we measure the total cost of installation and ownership and to improve productivity and reduce cost.</p> <p>Turnkey Installation Services SourceOne® Services channels all the intricate details of flooring management and installation to professional partners for a complete turnkey solution. Source One handles the complexities of flooring transformations, from inception through completion, including estimating services, proposals and order entry, Single purchase and contact point, Product design and manufacturing, Flexible, preferred flooring procurement, furniture lift, delivery and installation, existing flooring recycling, maintenance training, long-term onsite support, Imaginations™ Custom Design Logo and inset Floor Program</p> <p>We have attached a product brochure as well, or you can access via: https://tarkett-my.sharepoint.com/:b:/p/john_sumlin/ESBUxO5STBFHsKw77sMlwrABwY4PvTgeBppcM8gXt3JMRw?e=bORzKc</p>
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Tarkett is proposing:</p> <ul style="list-style-type: none"> *Material only orders *Turnkey Installation Services through Tarkett Source One Department *Flooring Contractor supported sales *Floor Care Maintenance Services provide by Solide Care
12	Does the response include installation services?	Yes
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	<p>We support a diverse and highly qualified network of flooring contractors including MWBE designations to help with participating agency needs for MWBE set side dollars and local business investment. Tarkett also created the first manufacturer lead installation services group in the industry. Blockbuster Video came to us in late 1980s seeking a multi-site solution that allowed them to use our Powerbond 6' carpet product with installation services with one point of contact, combined material and labor warranties, and multi-site project management. Our Source One services was then created and has grown substantially. The industry has followed, and most major mills now offer a "Source One" like turnkey service solution.</p>
14	How does the Participating Entity select an installer?	<p>Tarkett supports the participating agencies willingness and desire to support any of our install options covered in our answer to question 13. If a preferred dealer is not currently "approved" Tarkett can evaluate and add dealers to our network to support participating agencies.</p>

15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Tarkett has an approved list of flooring contractors across the US which is an attachment. We do business with these installers and maintenance providers on a regular basis across all our segments (Workplace, Health Care, Hospitality, Retail, ED/GOV and more). This relationship over decades has built the best network of independent flooring contractors in our industry. We provide ongoing training and issue them credit to buy our materials, which is updated yearly. We also offer Tarkett's turnkey services under the Source One Department. Source One has worked with most of our Installation Partners for many years. When we do bring on a new partner, we vet their experience with all types of products; we also have one of our extensively trained Field Installation Coordinators on site for the new partner's first job with us. This allows us to personally confirm they are performing up to our expectations, provide on-site training, or answer any questions. When the Participating Entity is contracting directly with Tarkett for the materials and installation, we maintain up to date licensing for all U.S. States as required.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes. All of Source One's Installation Partners are required to sign a Sub-Contractors Agreement, a copy is provided in the upload section.	*

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 checked="" type="radio"/> Yes <input type="radio"/> No	Ceramic options will be made available on a case-by-case basis as a Furnish and Install (F&I) allowance allowing flooring contractors and Source One to provide these materials to satisfy a project that includes Tarkett manufactured materials. This service allows convenience and one stop shopping for Sourcwell participating agencies. This is available on our current Sourcwell offer and has proven to be an asset to the participating agencies. Flooring projects have many variables, our offer is best in class at creating a program that can be adapted to these variety of needs better than any supplier in the industry.
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Porcelain Tile options will be made available on a case-by-case basis as a Furnish and Install (F&I) allowance allowing flooring contractors and Source One to provide these materials to satisfy a project that includes Tarkett manufactured materials. This service allows convenience and one stop shopping for Sourcwell participating agencies. This is available on our current Sourcwell offer and has proven to be an asset to the participating agencies. Flooring projects have many variables, our offer is best in class at creating a program that can be adapted to these variety of needs better than any supplier in the industry.
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 checked="" type="radio"/> Yes <input type="radio"/> No	Epoxy options will be made available on a case-by-case basis as a Furnish and Install (F&I) allowance allowing flooring contractors and Source One to provide these materials to satisfy a project that includes Tarkett manufactured materials. This service allows convenience and one stop shopping for Sourcewell participating agencies. This is available on our current Sourcewell offer and has proven to be an asset to the participating agencies. Flooring projects have many variables, our offer is best in class at creating a program that can be adapted to these variety of needs better than any supplier in the industry.
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input 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 checked="" type="radio"/> Yes <input type="radio"/> No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Tarkett ReStart program offers recycling and landfill diversion. It is highly important to include floor care into a flooring project and a flooring contract. Appropriate floorcare ensures that the floor materials are properly maintained for long term appearance retention . This offer does not include custodial care, which is the daily responsibility to remove dirt and trash from a space. We have outlined specific maintenance requirements and procedures, including cleaning schedules, product recommendations, and any necessary repairs or replacements. This not only helps prolong the life of the flooring, but also helps protect the investment made in the flooring material and installation.

Table 3: Pricing Offered

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

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
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.	Tarkett's pricing model is a line item discount off the market list price. The discounts range varies by product line with the greatest discounts offered on product solutions in greatest demand. Our product catalog shows the product/style name, list price, discount off list and member price per unit. Pricing is structured to accommodate the smallest need (i.e. one carton) up to large renovation projects. Tarkett will treat each project independently and consider market conditions, volume, project scope to offer best value pricing on every job. We are a quality material manufacturer that specializes in suppling commercial grade materials. We are ideally suited for the participating agency members at Sourcewell. Our labor price list offer an extensive selection of services. To cover all areas with varying economic trends, we provide a Not-to-Exceed Price for each service in a format including 7 specific regions of the U.S. (identified by states included in each). This price list will allow an entity to budget a project, knowing it will not exceed the price in their region. The labor schedule allows for standard rates as well as prevailing wage.
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?	Our extensive list of services allows our approved flooring contractors and our in house installation group (Source One) to break any project down item by item for a comprehensive proposal showing products and installation. Our Labor Price List includes Prevailing Wage pricing for every service in every region Sourcewell Serves., Our approved flooring contractors and Source One installation Partners are highly trained managing this type of project.
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.	Tarkett is providing a discount off list pricing. Percentage discounts vary depending on product platform with the greatest discount offered for the most popular styles members use. Modular Tile: 28 to 52% Powerbond: 29 to 57% Luxury Vinyl Tile: 27 to 51% Resilient (including but not limited to sheet vinyl, rubber, wall base): 20% Broadloom/Woven: 23 to 49%
37	Describe any quantity or volume discounts or rebate programs that you offer.	Tarkett's pricing is a not to exceed per line item, further discounts can be offered to members based on order quantity, job location and other market factors that will offer further savings.
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.	Tarkett has the most comprehensive commercial flooring product line in the industry, for the few materials we do not make we use a furnish and install allowance. This permits a participating agency member to complete a flooring project with materials we may not manufacturer but are needed to complete the project. We do not include every flooring option, but a majority of what a participating agency member needs to complete a flooring project are included.
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.	We have made every effort to include all cost associated with a commercial flooring project. In some cases, orders may be subject to a roll cut charge or a lift gate charge. Pricing does not include the California AB2398 Carpet Stewardship Assessment Fee or taxes and will be add should it be applicable. For Source One Turnkey service proposals we will include all services necessary for a project based on a site visit performed by our installer. We work diligently to avoid any need for Change Orders, although they sometimes come up unexpectedly during a project (for example: upon Removal of existing floorcovering, a need for extensive Floor Prep may be identified due to a problem that was not originally visible). Each proposal will also include a list of exclusions for the customer's convenience. The customer will see a full cost of each project on their proposal, including freight, sales tax, and even the California Assessment Fee for jobs in that state.
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.	Tarkett USA Inc. uses independent, third-party, freight carriers to deliver its products. Product pricing does not include freight and will be prepaid and added as a separate line item on the invoice.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Tarkett USA Inc. uses independent, third-party, freight carriers to deliver its products. Product pricing does not include freight and will be prepaid and added as a separate line item on the invoice.

42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The approved dealer partners servicing Sourcewell members and their local markets have access to Tarkett and Johnsonite resilient inventory maintained by over 275 Tarkett distribution partners across the country, in addition to the stock at Tarkett warehouses. This supports faster delivery for many products and reduces lead times.</p> <p>Tarkett distributors receive shipments at least weekly to replenish stocked items as well as those needed on a project basis.</p> <p>This distribution network offers End Users some freight costs savings due to scheduled pool truck delivers that create economies by pooling shipments and maximizing freight discounts. Tarkett has perfected this delivery system.</p>	*
----	---	---	---

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	<p>Tarkett accepts the payment methods below:</p> <ul style="list-style-type: none"> - Wire - ACH - Mailed Checks - Online payments via Bill Trust - Customers can pay here with a credit card or directly from their bank account for no additional fee. This option does require members to register for a no cost Bill Trust account. <p>There are no service fees for any payments, however, there is a \$25,000.00 limit on payments by credit card.</p>	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Tarkett does not offer any leasing or financing options to educational or governmental entities	*
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.	<p>We have uploaded our standard terms in the document section. The document further defines area like:</p> <ul style="list-style-type: none"> *Minimum Order requirements *Overages *Custom Products *Asbestos Abatement *Floor Preparation *Labor Exclusions *Lead times *Returns/Cancellations 	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P Cards are accepted via online Bill Trust. This option does require members to register for a no cost Bill Trust account. There is no additional service fee to pay with this option.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Tarkett has a dedicated Alliance Number that is used in tracking all sales to Sourcewell members. We communicate this number to members and dealer partners and it ensures that not only proper pricing is given to members but also tracks all sales for reporting and payment of the CAF fee.</p> <p>Tarkett's local account representatives will also randomly audit the installing contractors that buy flooring and provide service to the Sourcewell member to ensure contract compliance and understanding.</p> <p>The Sourcewell member must make it clear that they have the "desire and ability" to use the agreement on their Purchase Order and other order communications.</p>
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tarkett will review quarterly sales figures to assess our success with the contract. We will review orders randomly to ensure that proposals are compliant with our contract. We continue to improve and refine our go to market strategy based on our successes and failures.
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tarkett USA Inc. will offer Sourcewell a 2% contract administrative fee (CAF) payable on net agreement sales of manufactured product adjusted by credits. The labor portion of this agreement performed by our dealers or Source One will not qualify for the fee. Participating Entities (i.e., States or other participating agencies) that sign a participating addendum to the Tarkett Sourcewell contract may demand their own administrative fee from Tarkett in addition to the Sourcewell CAF. In the event that a participating entity demands a CAF from Tarkett, Tarkett will pay a maximum of 2% in CAF total between Sourcewell and the participating entity.

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>Tarkett's leadership position in the flooring industry is the result of 140 years of experience, and builds on the talent, values and commitment of generations of entrepreneurs. Tarkett, originally known as Allibert & Sommer, our heritage of performance and innovation began in Paris in the late 1800s. Through our acquisitions of Johnsonite, Tandus Centiva and Lexmark, we've brought a complete portfolio under the Tarkett name that meets the needs of any market segment, including Hospitality, Workplace, Education, Government, Healthcare, Retail, Multi-Family and Residential. With Tarkett, you can easily select a flooring platform for the specific needs of every space—and design with materials that don't just look beautiful, but function well. Our full palette of colors, patterns and textures is coordinated to work together visually across platforms, letting you easily carry a design aesthetic throughout an entire floorplan.</p> <p>While our methods have evolved, our process still begins with careful consideration of the goals held by those who live, work, and play on our surfaces each day. Taken together, we call our mixture of craft, science, and purpose Tarkett Human-Conscious DesignSM. And it drives everything we do.</p> <p>Tarkett Human-Conscious Design is our commitment to stand with present and future generations. To create flooring and sports surfaces that are good for people and for the planet. And to do it every day by:</p> <ol style="list-style-type: none"> 1) Designing from a deep human understanding 2) Providing conscious choices for people and planet 3) Remaining with you, every step of the way

51	What are your company's expectations in the event of an award?	<p>Should Tarkett be re-awarded we expect to continue to maintain the high level of service and thought leadership we currently provide Sourcewell and Sourcewell participating agencies. We also expect to continue to collaborate with Sourcewell for marketing and trade shows as well as attend Sourcewell events like Sourcewell University and H2O Supplier Forum. Continuing these will further grow our partnership and will enhance the participating agencies experience using Sourcewell and Tarkett.</p> <p>Tarkett has continued to work with and collaborate with the Sourcewell commodity managers and administrative staff. We have a history of consistent timely communication and cooperation building a strong relationship with Sourcewell and your participating agencies.</p> <p>These are 3 examples of our thought leadership and collaboration:</p> <p>1) A recent endeavor was to create the Healthy Building Summit for Public Sector entities. "Bringing together stakeholders around planning, design, construction, student/work life, sustainability, and maintenance to discuss what they learned in COVID was just the tip of the iceberg. The real emphasis was how we use what we learned and move into a collaborative consistency of co-creation fostering new pathways to see an earlier future where all learning spaces are considered healthy spaces". The urgency to have the Education Healthy Building Summit was driven by the growing amount of data that was collected through smart building technology, mental health data, and federal funding. This data exposed the demand for healthy buildings for all students. Several of these demands drove the initial conversation.</p> <p>Although indoor air quality and infection control were major drivers, this was not the only issue facing educational facilities around the country. Other drivers included: Neurodiversity and the recognition of a diverse student population requiring unique social-emotional learning strategies. Cognitive Loads and a clearer understanding of how acoustics and indoor air quality impact not only learning and productivity, but also our relationships. Biophilic Design and Daylight can both positively impact our stress levels (measured as heart rate variability, or HRV) and circadian rhythm. This in turn can lead to stronger brain function, boost feelings of happiness, decrease anxiety, and lower blood pressure. Funding Maintenance and deferred maintenance annual deficit crisis but also the impact that poorly maintained buildings have on poor indoor air quality and other health implications.</p> <p>2) Tarkett's track record of commitment to Thought Leadership in the marketplace is well known. High performance buildings and schools use best-in-class materials like Tarkett's that can affect worker and student performance with better acoustics, better thermal values in space, better Indoor Air Quality (IAQ) and lower maintenance costs. Tarkett's long standing relationship with the Collaborative for High Performance Schools (CHPS) and with Tarkett's board seat has introduced the high-performance rating program to Sourcewell. This has led to discussions and an opportunity to create High Performance product offerings to K12 schools that can use best in class procurement sourcing (Sourcewell) and CHPS K12 building rating system for high performance facilities. The opportunity is an example of the thought leadership position Tarkett has in the market and the belief that strategic sourcing is a key to our success. Our hope is Tarkett's introduction will lead to a new chapter of great partnerships using great sourcing (CHPS, Sourcewell and Tarkett). The award of this RFP will continue to grow these relationships and others like it.</p> <p>3) Another example of the Tarkett Sourcewell partnership dates to 2017 when the California Association of Business officers (CASBO) signed a formal endorsement of NJPA. "The CASBO/NJPA partnership is a formal endorsement of the NJPA competitive solicitation and contract award process," Schwartz said. "It also provides an effective and fully supported pathway for CASBO members to access procurement solutions through NJPA's contract awarded vendors." Tarkett (Tandus Centiva at that time) introduced and drove this endorsement with CASBO. Tarkett's longstanding relationships at CASBO brought this idea forward and help execute this endorsement. Sourcewell is now the Department of General Services (DGS) CMAS (California Multiple Award Schedule) contract. Tarkett and Sourcewell has benefited due to this work. The NJPA press release is attached for reference. We hope to continue our long and strong partnerships into the future.</p> <p>Tarkett's vision is to continue to grow relationships that foster strategic sourcing and Sourcewell. We believe this makes us uniquely qualified to continue to grow Sourcewell and strategic sourcing.</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.	To demonstrate our financial strength and stability, we have attached our financial statements. Our Net sales for 2022 was 3,358.9 (million Euros) and for 2021 was 1,792.1 (million in Euros).	*
53	What is your US market share for the solutions that you are proposing?	Market share data is difficult to gather and validate for that reason we are submitting estimates based on market research. Some of the data is triangulated and is only an estimate. Carpet Roll 10+ % Carpet Tile 10+% Heterogeneous Sheet Vinyl 5% Homogeneous Sheet Vinyl 15% Linoleum 10% LVT (Luxury Vinyl Tile) 10+% Rubber 7% VCT (Vinyl Composition Tile) 12+% Wall Base 51+%	*
54	What is your Canadian market share for the solutions that you are proposing?	Market share data is difficult to gather and validate for that reason we are submitting estimates based on market research. Some of the data is triangulated and is only an estimate. Carpet Roll 1 % Carpet Tile 10+% Heterogeneous Sheet Vinyl 19% Homogeneous Sheet Vinyl 58% Linoleum 7% LVT (Luxury Vinyl Tile) 4% Rubber 10+% VCT (Vinyl Composition Tile) 29+% Wall Base 34+%	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tarkett has not ever petitioned for bankruptcy protection.	*
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tarkett is a manufacturer, a service provider through our Source One turnkey services and a maintenance leader with our alliances in floorcare. Tarkett has a direct sales force of over 180 + employee salespeople in North America (please refer to 65&66 for additional breakdown of our sales and service teams). We have in house field inspectors, trainers, and technical support teams that make our sales force the best in the flooring industry. We are segmented by vertical markets in our approach and strategy. We focus on Education and Government as a core competency because of our unique high quality commercially focused line of flooring. The industry has served residential customers first and commercial second for decades. Tarkett has served commercial sales first giving us a marketable advantage. Our Sales force serves Participating Agencies/End users and our approved independent Flooring Contractor network with expertise and recommendations for solutions in flooring. Our Source One group supports a manufacturer direct service model if it is required by the End User/Participating Agency creating a seamless turnkey model. Our network of independent flooring contracts gives us the local feel that ED/GOV often requires. Our sales force supports all these routes market giving us a consultative feel that a winning supplier needs.	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable - Tarkett has not had any suspension or debarment in the past ten years.	*

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>2023</p> <ul style="list-style-type: none"> • Green Good Design Award, LinoFloor/LinoWall and Inspired Nature • Interior Design NYCxDESIGN Award Finalist, Even Plane and iQ Granit/iQ Eminent • Fishman Flooring Solutions Vendor Partner of the Year • MetropolisLikes Award - Collabrative Collection <p>2022</p> <ul style="list-style-type: none"> • Metropolis LIKES (NYCxDESIGN), Renewal Series • Interior Design (NYCxDESIGN), Renewal Series • Metropolis LIKES @NeoCon, Inspired Nature • Spaces4Learning New Product Awards (K-12 and Higher Ed), iQ Granit/iQ Eminent • Architizer A+ Product Awards Finalist, Inspired Nature • Metropolis Planet Positive Award and Editor's Pick, LinoFloor/LinoWall • Interior Design Best of Year Finalist, Inspired Nature and iQ Granit/iQ Eminent • Good Design Award, Inspired Nature and LinoFloor/LinoWall • EFA Expo's Editor's Picks, Renewal Series • Starnet Design Awards—included in multiple winning projects <p>2021</p> <ul style="list-style-type: none"> • HiP Award Finalist, Workplace: Carpet category, Meta Firma Collection • Best of NeoCon Hard-Surface Flooring: Natural Materials, Color Splash • Good Design Award, FlightPath & AirSpace, Tatami System <p>2020</p> <ul style="list-style-type: none"> • EPA Encouraging Environmental Excellence Award – Middlefield facility • Azure Magazine AZ Award Winner, iD Mixonomi • Interior Design Best of Year Finalist, Light Shift Collection • NYCxDESIGN Award Finalist, Drop Cloth <p>2019</p> <ul style="list-style-type: none"> • ASID Design Impact Award, Garden Walk at EFA • Starnet Design Awards – Part of multiple winning projects • Designer Pages Spec Stars: http://media.designerpages.com/award-winners/ • IIDA/HD Expo Product Design: MergEmerge LVT in Flooring-Hard Surfaces <p>Category</p> <ul style="list-style-type: none"> • Metropolis Likes Award, iD Mixonomi • HiP Award for Hospitality Flooring: iD Mixonomi • HiP Awards Finalist in the Innovative Manufacturing Process category, Tatami System <p>System</p> <ul style="list-style-type: none"> • HiP Awards finalist in the Workplace: Carpet category, Interleave and Composition Series • HiP Awards finalist in the Workplace: Hard Flooring category, Drop Cloth • Best of NeoCon Gold in Carpet: Broadloom, Tatami System • Buildings Product Innovations Award Grand Prize, Tatami System • Arch Records Product of the Year, Tatami System • Interiors+Sources: 2019 Readers Choice Awards, iD Mixonomi • Good Design Award, Tatami System and FlightPath & AirSpace • Interior Design Best of Year Award, iD Mixonomi • Interior Design Best of Year Finalist, Tatami System and iD Mixonomi • AN Products of the Year: • Honorable Mention: Tatami System in Textiles category • Honorable Mention: iD Mixonomi in Finishes + Surfaces — Indoor category • Architizer A+ Awards Finalist, Pentagonals • Interiors + Sources Reader's Choice Best Products, iD Mixonomi
59	What percentage of your sales are to the governmental sector in the past three years?	<p>10 %</p> <p>Estimates provided. The recent pandemic has skewed these numbers for 2021 & 2022. We are seeing growth in these sectors for 2023 YTD.</p>
60	What percentage of your sales are to the education sector in the past three years?	<p>25+%</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>Tarkett holds several state and cooperative contracts including:</p> <ul style="list-style-type: none"> State of New York State of Florida State of Georgia State of Mississippi State of Louisiana State of California State of Pennsylvania State of Connecticut E and I Omnia Partners Buyboard Choice Partners Premier Vizient Allied States <p>Contract sales volume is confidential, and we do not share it with other entities, however we estimate these contracts to collectively account for 10-20% of the overall sales.</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>Tarkett holds a GSA Contract GS-27F-0032, contract sales volume is confidential, and we do not share with other entities. The recent pandemic has skewed these numbers for 2021 & 2022. We are seeing growth in these sectors for 2023 YTD. We estimate our GSA contract sales to be an average of \$500,000 annually. Our sales to the federal government and its agencies is much higher NOT using the GSA schedule</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 *	
Large School District	Education	Nevada - NV	Products utilized include Powerbond and modular tile carpet as well as LVT.	4 million per year	10 million	*
Large school District	Education	Texas - TX	Products utilized include Powerbond carpet, LVT, resilient and eSource One Turnkey installation services.	3.5 million per year	8.5 million	*
Large faith based organization	Non-Profit	Utah - UT	Products utilized include Powerbond and modular tile carpet products as well as Source One Turnkey installation services.	3.5 million per year	8.5 million	*
Large School District	Education	Texas - TX	Products utilized include Resilient, Powerbond and modular tile carpet products as well as Source One Turnkey services.	2.5 million per year	7 million	*
Large School District	Education	Florida - FL	Products utilized include Imaginations (Custom cut designs), Powerbond and modular tile carpet, LVT, resilient and Source One Turnkey services	2.5 million per year	7 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 Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sarasota County Schools, FL	Don Hampton Director of Facilities Don.hampton@sarasotacountyschools.net	(941) 927-9000 ext 68835	*
Pasco County Schools, FL	Carey Llazari Const. Services Project Coordinator cllazari@pasco.k12.fl.us	(727) 774-7952	*
Cypress-Fairbanks ISD	Roy J. Sprague, Jr., AIA, CSI, ALEP, LE Fellow Chief Operations Officer	(281) 897-4108	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
65	Sales force.	Tarkett maintains a sales force of just over 180 Account Executives and Regional Business Managers that are located across the US and Canada, Supporting our sales team are 15 Regional Vice Presidents, 3 divisional Vice Presidents, two Education/Government Strategic Accounts Vice President and many customer and technical support specialist. Tarkett maintains a strong segmented sales force that allows us to speak directly to our markets. SLED (State Local & Education) market is made up of facility administration, Maintenance and operations, Design and construction, flooring contractors, distribution partners, architects/designers and other influencers. Tarkett is able to speak to each of these groups and help create a solution based approach for any flooring project. Our focus on segmentation allows us to be acutely aware of the needs of each and provide our best-in-class flooring solutions in a consultative manner.	*
66	Service force.	Tarkett has an exceptional dealer network with over 400 approved dealers throughout the US and Canada. Our dealers are trained and certified in the handling and installation of our flooring products. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote Tarkett flooring solutions. Our dealers are authorized to service Sourcewell participating agencies can buy material only or fully delivered and installed goods.	*
67	Dealer network or other distribution methods.	Tarkett's approved dealer network as well as distribution network spans across the US and Canada. Our approved dealers can provide participating entities material only sales or full turnkey services. Our extensive network of providers allows for the participating entity to use local businesses and foster community relationships. Additionally, about 40% of our dealer partners are certified small, woman, minority, veteran owned etc. that further supports the local communities and can provide a tier 2 diversity spend in support of goals the participating agency may have.	*

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.	<p>Material Only Orders Direct via Tarkett Direct: Member can send a PO to their local Tarkett Account Executive or directly to our Customer Service Department at West CustomerCareWest@tarkett.com Central CustomerCareCentral@tarkett.com East CustomerCareEast@tarkett.com</p> <p>Each PO will require: Sourcewell Alliance Number: 168119 Product Name/Color/Amount needed Billing and Ship too Addresses</p> <p>The Customer Service team will confirm receipt of order request, advise of shipment date as well as provide answer to questions should any arise.</p> <p>Source One turnkey orders: Members will contact their dedicated regional account coordinator and provide detailed project information including Sourcewell Alliance number 168119, products desired, and scope of work needed. Source One will complete a proposal for the member to approve and schedule services upon approval. The account coordinator will be in constant communication for project status updates and manage all aspects of the request from start to project completion.</p> <p>Orders via Tarkett Approved Dealer Partners: Members will contact their local dealer and request products and service utilizing the Tarkett Sourcewell Contract Alliance 168119. The dealer partner will ensure they understand the scope of work needed and manage all aspects of the request from start to project completion. Flooring Contractors (Dealers) will order the materials needed for each project ensuring Sourcewell contract information appears on all proposals and orders that are submitted.</p> <p>Each PO will require: Sourcewell Alliance Number: 168119 Product Name/Color/Amount needed Billing and Ship too Addresses</p>
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Tarkett's relationship between our Dealer Partners and Distribution Network is a true partnership. Whether they have been our partner for 15+ years or 1 month the commitment and level of service is the same.</p> <p>Our Account Executives work hand and hand with our Dealer Partners to understand the needs of the local market and challenges end users may be facing because adverse flooring conditions. Together they drive solutions that provide optimal flooring solutions that look great and are healthy for the people occupying the space and the environment.</p> <p>In the same respect, our Regional Business Managers support our distribution partners and collaborate to understand the market needs and drive solutions, further supporting the end users providing a high level of customer satisfaction.</p> <p>Quarterly or yearly reviews are conducted to measure not only their performance and service of Tarkett products but also our level of service to them.</p>

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>Order Entry – Target: 1 Business Day or Less Orders are to be entered within 1 business day from the time the Customer Service Representative receives the purchase order. This metric is measured through analysis of daily reports for orders entered.</p> <p>Order Management – Target: Less than an Average of 1 Sales Order Line per Day Factored by the number of sales order lines that have missed a ship time due to a block or missing information on an order. This metric is measured through analysis of daily and weekly reports on various items regarding order details.</p> <p>Phone Accessibility Completed Rate – Target: 95% or Higher The completed rate is factored by the ratio between the number of calls answered vs. number of calls offered. This metric is measured through analysis of weekly reports showing the completed rate for all calls that have come in.</p> <p>Service Level – Target: 80% or Higher The service level is factored by the ratio between the number of calls answered within 20 seconds vs. the number of calls offered. This metric is measured through analysis of weekly reports showing the completed rate for all calls that have come in.</p> <p>Communication We conduct monthly quality coaching reviews with each Customer Service Representative to go over their phone and email communication. The supervisor monitors phone calls and emails, and then use a scorecard to grade one of each for the monthly review. We measure professionalism, ability and willingness to help the customer, quality of the help provided, etc. The scorecards for these reviews help to identify any areas that a Customer Service Representative may need additional coaching and/or training.</p> <p>Customer Satisfaction Customer satisfaction is measured through surveys that are sent out to our customers.</p>
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tarkett has the ability to provide products and installation to all members throughout the United States, with our extensive dealer partner network there is no area that can not be serviced
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tarkett is a global company and can serve any Sourcewell member located in Canada. Pricing for products is included in US dollars and can be converted to CAD as requested.
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Tarkett will serve all eligible Sourcewell participating agencies if awarded a contract.
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tarkett will service all geographic areas. The exception would be should any state have legislation that has passed that does not allow for the use of a cooperative services agreement to purchase non-consumable products (i.e., flooring and related services). Additionally, the contract labor pricing does not include Alaska, Hawaii, Canada, or US Territories. These areas would be negotiated labor if that is possible or we would provide material only sales.
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?	Products and Services will be provided to all sectors except those segments or regions where a cooperative agreement is not allowed by law to be used to purchase non-consumable products (i.e., flooring and related services)
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Although we can offer turnkey services in Alaska, Hawaii, and US Territories, the labor would not be on contract due to several factors, including: 1) unstable market trends in these areas, 2) distance and/or remoteness can offer distinct challenges, preventing us from offering a similar market rate as other 48 states (plus Washington DC). We do not offer turnkey services in Canada due to 1) challenges with managing projects across country lines, and 2) US to Canadian dollar conversion instability.

Table 12: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

<p>77</p>	<p>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>	<p>Tarkett has expanded their marketing team over the past 2 years to 40% more head count and hiring. We have moved most of our external creative to now be internal which creates deeper customer understanding married with capabilities. This includes a new Vice President of Marketing, Creative Director, led by Jonathan Stanley who is now the Director of SLED markets (Education & Government). His sole focus is embracing the customer needs and developing information that would best support customer experience and engagements. One unique event Tarkett hosts each year is a Healthy Building summit which supports our organizational compass but also includes our target audience to enhance their ability to lead this conversation. Our vision includes strategic sourcing as a part of these discussions allowing best value purchasing versus low price. Our 2023 summit will include a representative form strategic sourcing. To listen to some of the voice participants from our most recent Healthy Building Summit please visit our YouTube channel: https://www.youtube.com/watch?v=QDA5_M558NM</p> <p>a. Tarkett is launching an entirely new North American website to launch in June of 2023. We are investing in some key word search optimization driving people to the Tarkett Education landing page which will in turn drive them to the Sourcewell landing page. Our marketing automation metrics on visits and many other options will be available for us to best understand what messages resonate with key customers.</p> <p>b. We will collaborate with Sourcewell upon award to create a new 2 page digital and printable marketing piece. Marketing pieces like this have been very effective in the past and can live on the Sourcewell landing page.</p> <p>c. Salesforce Training with new award with an elite team of AEs that target Sourcewell members within the SLED market segment. This includes about 100 Account Executive who are now assigned to the national SLED network as well as connections into the Canadian market.</p> <p>d. Trade Shows including NSPMA, A4LE, APPA, ASBO, ACUHOi, and numerous state and local SLED shows. Tarkett has a dedicated team of creative and set up team for the national booth shows and always look for our Sourcewell partner to bring us the flag. We submit to present at all national trade shows and this year have been accepted to all of them so far.</p> <p>e. Trade Magazines are a PR pathway Tarkett has used for decades. We have a robust list of full page adds that support new product launches and editorials. Annually our SLED leadership gets interviewed by leading organizations such as Floor Focus, Learning by Design, and other interior trade writers.</p> <p>f. We will meet to review the Sourcewell landing page to insure it is updated. We would like to implement some videos and featured products and sustainability initiatives.</p> <p>g. Key event(s) initiatives should be a collaborative design where we target an event function together and co brand a customer event.</p>
<p>78</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>From Jan-April 2023 across all platforms (LinkedIn, Facebook, Instagram, Pinterest, and YouTube) we have had over 8,000 different engagements across platforms with more than 125,000 followers. Our main Tarkett sites have a valuable following as well as each Account Executives reach which has a dramatic and personalized relationship impact. We are using marketing automation to track our progress. Our likes per month vary with a minimum of 500 and a dramatically growing reach and engagement rate. Our likes are up 21% vs this time last year and up 15,000 followers from this time last year. Our follower audience includes participating agencies, dealer, architects, designers, as well as industry influencers within our industry like furniture manufacturers, engineers, and other industry partners.</p> <p>We will prepare a social post on the Sourcewell award that will be broadcasts nationally and also shared on local personal targeted accounts. This post will include information and a link on the value Sourcewell brings to their members.</p>
<p>79</p>	<p>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>	<p>Sourcewell has a goal of reaching the right individuals at participating agencies with their clear value proposition. Facilities departments in addition to procurement officials are key to this strategy. Partnering to target audiences together at trade shows, targeted member events in MSAs, and marketing to growth MSAs is an important role Sourcewell can continue to expand. I would like to see a quarterly planning meeting between Sourcewell and Tarkett to discuss where we can expend and target together. I would also like more purchasing data from participating agencies, so we have a good understanding on what your customers are buying. One example would be price point per category on the overall flooring category.</p> <p>Tarkett will integrate Sourcewell-awarded contract into our sales organization by first launching an internal announcement, external social announcement, and ongoing internal training. These 3 initiatives will be valuable reminders of our existing habits. Our sales organization is elite at understanding, promoting, and offering Sourcewell by brand these participating agencies. Tarkett sales executives are heavily encouraged to attend all events such as the Sales Accelerator forum. These events and others like the Get to Know for our organization to stay engaged which is heavily encouraged participation from Tarkett leadership.</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.	Tarkett does have an online ordering portal that can be send up for an individual members. This would allow them with 24/7 access to: <ul style="list-style-type: none"> • Place Orders • Check inventory in real time • Check status of your sales order • Review order details • Access to Order Confirmations & Invoices
----	---	---

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.	As a Tarkett partner, the Tarkett Technical Services Department is available for all of your installation and maintenance needs. By working together, we can develop a long-lasting relationship that results in successful installations. The only expense to you for this service is your time. We know time is a valuable resource, so we are happy to schedule a visit at your convenience. <ul style="list-style-type: none"> • Installation Summits – Tarkett Installers working with field installers at every experience level • Sheet Vinyl and Linoleum Certification – Qualifying the best of the best • Maintenance Training (Call for details) Maintenance service section still being formulated <ul style="list-style-type: none"> • Tarkett is pleased offer a floorcare solution through a best in class service provider. We are including a fee schedule to allow participating agencies access this great opportunity. Floor Care is a field of science that works around custodial care and preserves long term appearance retention with a professional provider. This is a new add and we want to make it a game changer for those interested in maintaining their floors versus replace them every 5-7 years.

82	Describe any technological advances that your proposed products or services offer.	<p>Tarkett is a leader in advancing technologies in the products we offer. A few examples of that are:</p> <p>Powerbond Cushion RS® hybrid resilient sheet flooring (hybrid between carpet and resilient sheet flooring) has heterogeneous construction of nylon and closed-cell cushion, the tuft blanket is fused to the closed cell cushion to create a carpet look but resilient performance. The RS is for the adhesive that is applied at the mill so all adhesive off gassing occurs in manufacturing not inside the building. Powerbond looks like carpet, offers high performance wear and easy installation. This patented, time-tested product is an ideal solution for high moisture substrates, it can be installed with no moisture testing of the substrate. No standing water, you can install. Unheard of in the flooring industry. Due to all these unique attributes Tarkett Powerbond® Cushion RS flooring is CERTIFIED asthma & allergy friendly®—the world's first soft surface flooring to receive this designation.</p> <p>We have provided the press release and an overview of Powerbond Cushion RS in the document upload section or you can visit the third party site directly at: https://www.allergystandards.com/news_events/tarkett-announces-that-powerbond-rs-flooring-is-certified-asthma-allergy-friendly/</p> <p>Ethos® Omnicoat® modular carpet tile backing. Tarkett was the first to harness Polyvinyl Butyral (PVB) Polymer found in postconsumer windshields and safety glass over 10 years ago, creating a time - tested alternative to traditional carpet backing polymers. It is nothing new for us to venture outside our market to find valuable alternative waste streams for feedstock. Glass recyclers create mountains of film found in disposed of windshields and safety glass during the glass recycling process. We use this film to make ethos®, reducing our dependence on raw materials and lowering our environmental footprint.</p> <p>Another excellent example of our innovations with respect to product quality performance is our patented Dynex SD nylon used in all our commercial carpet materials (Carpet Tile and Powerbond 6'): all Tarkett Dynex SD yarns are cationic which permanently repel stains. Standard nylon has positively charged nodes; therefore, nylon fiber can stain with negatively charged staining agents. The polarity of nylon can be reversed through sulfonation. The negatively charged cationic nylon (through sulfonation) repels negative-charged stains, creating a permanent stain resistant product resulting in stain resistant, easier to maintain and better-looking flooring for Sourcewell members. Unlike topical treatments on standard nylon that can be worn off by foot traffic and washed off by maintenance activities, the stain resistance of Dynex SD is permanent because the cationic properties are inherent to the structure of the fiber. We offer a separate lifetime stain warranty for that reason.</p> <p>In addition to having the permanent stain resistant properties, Dynex SD products are treated with, Eco-Ensure™, a fluorine-free, anti-soil chemistry, for enhanced soil protection/removal, as well as durability to foot traffic. The proprietary Eco-Ensure process/treatment is applied through a heat- actuated cohesion process that results in mechanical polymer entrapment and complete coverage of all individual fiber surfaces of carpet products. Eco-Ensure is designed for durability to foot traffic and cleaning cycles and is Cradle to Cradle Certified™ Gold in the Material Health Category.</p> <p>Tarkett iQ Flooring. Lots of companies claim they have no-wax floors. However, read the fine print, and you will find they have no-initial-wax floors or no-wax-until-such-a-time-as-you-need-it floors. Only Tarkett Granit and Optima with iQ construction never need wax or finish. Forever. Period. That is because iQ is not a topcoat or a wear layer. It is a proprietary technology. Also, because you never wax or finish, iQ floors it is great for your bottom line. Not just because they cost less to maintain but because they cause less disruption to the people who use the space.</p> <p>Tarkett Tectonic™ is a protective polyurethane floor coating used on our LVT and is unlike any other, developed and tested by an international team whose goal was to provide our customers with superior surface protection. Our competitors boast about what they add to their surfaces' coatings. But those additives can increase the likelihood of ugly whitening when their product gets scratched. Because Tectonic does not include unnecessary composite materials, this matte finish offers a dramatically strong defense against scratches and scratch whitening, as well as abrasions, scuffs, and stains—defending both your floors, and your peace of mind.</p> <p>Millwork Wall base was developed based on a customer's challenge of the cost of keeping their wood trim repaired/painted. Our millwork collection installs at roughly half the cost of wood trim and because it never requires touch-up or repainting it continues to deliver return on investment throughout its life. It is manufactured with no dye lot restrictions and can be color matched to any pantone. Very handy in space design and maintenance of space.</p> <p>Source One® turnkey installation management program for Tarkett USA Inc. The department was created in 1991 in response to a customer request to issue one purchase order and have single-source responsibility for ordering, delivery, and installation of material. Source One channels all the intricate details of flooring management and installation to professional certified installers nationwide, providing a complete turnkey solution and vertically integrated installation warranty.</p>
----	--	--

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>We are often asked to simplify our sustainability story. The truth is that making a positive impact on our world and its citizens is not so simple. Reducing the use of fossil fuels and incorporating recycled materials into our products can pose challenges, but Tarkett is working hard to make these improvements—because we value your health, and that of our environment. In our ongoing efforts to promote sustainability, achieving carbon neutrality is just one more step toward creating a better world.</p> <p>Cradle to Cradle Certified™ product standards guide our eco-design approach on the basis of five criteria: material health, product circularity, renewable energy and climate requirements, water stewardship, and social fairness.</p> <p>Tarkett North America provides the industry’s broadest selection of carbon-neutral floor coverings, including carpet tile, Powerbond, LVT, rubber tile, homogeneous and heterogeneous vinyl sheet, and linoleum—all certified Carbonfree® by the Carbonfund foundation.</p> <p>We’ve completely removed phthalates from our entire product portfolio, and drastically reduced VOC emissions to contribute to better indoor air quality.</p> <p>We were the first flooring company to create a take-back recycling program, and we continually look for new ways to increase the content of recycled materials in our flooring solutions.</p> <p>We design our products for the lowest possible use of water, detergents and energy while cleaning, thus reducing their environmental footprint throughout their lifecycle.</p> <p>Additionally, Tarkett has been a member of the United Nations Global Compact since 2010. Our membership shows our commit to upholding all the principles on human rights, labor, environment, and anti-corruption that of which the United Nation’s Global Compact stands on.</p>
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>Claiming to use ‘good materials’ is one thing. Proving you do is another. At Tarkett, we demand to know every detail about the materials we use, so we can be totally honest with you. It’s why we’re obsessed with the health and sustainability standards of Cradle to Cradle® - a methodology that guides our good material choices. And even then, we’re always on the hunt for something better. Complete transparency from us, peace of mind for you. Ninety-eight percent of our materials are independently assessed by third parties to ensure they measure up to our exceptionally high health and environmental standards (which are often far higher than the recognized industry standards). Our transparency philosophy also led us to create highly detailed Environmental Product Declarations (EPD) and Material Health Statements (MHS) to share detailed information with our customers, collaborators and non-governmental organization (NGO) challengers about the environmental impact of our products, based on life cycle analysis. When we say we’re committed to giving you healthier spaces to live and work, that’s not just talk, we mean it. In fact, by following Cradle to Cradle® principles, we have created products with healthy materials that keep VOC emissions low. In fact, our products exceed the strictest industry standards for air quality by so much, we’ve had to set our own standards. Standards that we can prove with science, not just words. It means you can breathe clearer air, knowing you made a conscious choice for your flooring.</p> <p>At Tarkett we’ve been pioneers of flooring solutions with low and ultra-low VOC emissions since 2011, offering products with VOC emission levels that are between 10 and 100 times lower than the most stringent world standards. In some cases, our VOC emissions are so low that they cannot even be quantified. We’ve also developed glue-free laying techniques for our click and loose-lay vinyl collections and modular carpet tile, further reducing the potential for VOCs in your indoor air. A Tarkett floor can help achieve higher standards of sustainability and reach green building certifications like LEED, WELL, ILFI and BREEAM. You can see more in depth information in question 85 that defines our certifications that further prove how we promote the health, quality of life and well-being to Sourcewell members and others.</p>
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>For over 140 years now, we commit every day to the design of great spaces. For Tarkett, this means putting people and planet first, caring about the environment and the health of present and future generations incorporated by our Tarkett Human-Conscious Design® approach.</p> <p>It is our holistic way of doing business, capable of marrying the specific expectations of each of our customers with the profound challenges of protecting our planet, reducing our carbon footprint and changing the game with circular economy. Working together with our partners, we deliver safer and healthier spaces in which people can reach their full potential. By joining forces, we build a stronger foundation - one we can all stand firmly on, for generations to come. Together we are building the Way to Better Floors.</p> <p>All third-party certifications and sustainability attributes can be found at Tarkett.Ecomedes.com</p> <p>Cradle to Cradle Cradle to Cradle Certified® validates the ecodesign approach based on five criteria: material health, product circularity, clean air and climate protection, water and soil stewardship, and social fairness. Each criterion is given a score from Basic to Platinum. Tarkett’s certified products include:</p> <ul style="list-style-type: none"> - ethos® Modular with Omniccoat Technology™ - Cradle to Cradle Silver V3.1 - LinoFloor xf2™ - Cradle to Cradle Silver v3.1 - Rubber Tile Collection – Cradle to Cradle Bronze v3.1 - Baseworks Thermoset Rubber Wallbase – Cradle to Cradle Silver v3.1 <p>In addition to the above, many of Tarkett’s adhesives + additives have earned Cradle to</p>

Cradle Material Health Certificates including: 100 Clear Thin Spread Adhesive 901 Spraysmart Resilient Flooring Spray Adhesive, 905 Releasable Adhesive, 925 Resilient Flooring Adhesive, 926 Rubber Sheet & Vinyl Flooring Adhesive, 959 Vinyl Tile and Plank Adhesive, 960 Wall Base Adhesive, 986 Terra Turf Adhesive, C-12E Pressure Sensitive Adhesive, C-56 Premium Floor Primer, C-EX Adhesive, Greenbond B-19 Broadloom Adhesive, Rollsmart

Carbon Footprint + Science Based Targets

Science Based Targets: Tarkett committed in 2021 to reducing its whole value chain emissions by 30% by 2030 compared to 2019, and submitted its short-term targets (Scope 1 & 2 and Scope 3) in February 2022 for review and approval by the Science-Based Target Initiative (SBTi). This represents a significant step change compared to Tarkett's previous objective, which was focused on its operational GHG emissions (Scope 1 & 2), as it now widens out to include its value chain emissions (Scope 3) related to the production of raw materials and to the end-of-life treatment of its products. These so-called Scope 3 value chain emissions represent 90% of Tarkett's overall GHG emissions.

Tarkett has published Product Specific EPDs for the below products:

- ethos® Modular with Omnicoat Technology™
- Powerbond
- Flex-Aire
- Baseworks
- Rubber Tile Collection
- HO Product Range
- Acczent Range
- Even Plane
- LinoFloor xf²™

Transparency

Material Health Statement: Tarkett developed, together with the EPEA, the Material Health Statement to help meet the building industry's need for more granular information, drive collaboration on sustainability and move ahead of regulation to go beyond compliance, providing clear, transparent information on the health and environmental profile of the materials in our products, including any potential risks. The MHS discloses ingredients down to 100 ppm

- ethos® Modular with Omnicoat Technology™
- Baseworks
- Rubber Tile Collection
- HO Product Range
- Acczent Range
- Even Plane
- LinoFloor xf²™

Declare Label:

- ethos® Modular with Omnicoat Technology™
- LinoFloor xf²™
- Rubber Tile Collection

Indoor Air Quality

Since 2011, Tarkett has been a pioneer in developing flooring with low or ultra-low levels of Volatile Organic Compounds (VOC) emissions in nearly all of its product ranges. Tarkett offers products with total VOC emissions that are 10 to 100 times lower than the most stringent world standards. This effort had been recognized by several certifications: 99% of Tarkett's products (globally) are tested and comply with the appropriate VOC test. The testing scopes used are:

- Floorscore Certification
- CRI Green Label Plus
- Greenguard

Asthma + Allergy Certification: Tarkett North America offers and commercial flooring solutions that

have been certified asthma & allergy friendly® by AAFA (all FiberFloor® vinyl ranges as well as other products such as iD Inspiration®, Acczent, several laminated ranges, and a soft surface flooring with Powerbond® RS). For flooring to be certified asthma & allergy friendly®, AAFA's independent third-party testing must show that the floor is easily cleaned and has a low capacity for retaining allergens. The certification process involves testing not only the product itself, but also the installation method and recommended cleaning process as a complete system to ensure no harmful materials are introduced while installing or cleaning the floor.

Asthma + Allergy Compliant Products Include:

- iD Latitude
- iQ collection
- Acczent collection
- Performa
- Powerbond RS

ReStart

		Tarkett is committed to building a circular economy, notably through the collection and recycling of used flooring and sports surfaces. ReStart® is Tarkett's flagship program for flooring waste collection. From 2010 – 2022 Tarkett (globally) has collected 115,000 tons.
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Tarkett is classified as a large business and does not qualify for any minority owned status. However, Tarkett does have a large network of dealer install partners who are certified small, woman, minority, veteran owned etc that can provide a tier 2 diversity spend in support of goals the participating agency may have.
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Please refer to Question 51 for that response as well: Tarkett brings knowledge of the built environment that allows us to speak with authority around flooring material selection, flooring materials acquisition/ownership and maintenance.</p> <p>In question 82 you can see the technological advances that Tarkett has made, these advances provide not only solutions to adverse flooring challenges for cost savings but also maximize return on investment through exceptional durability. Additionally, our solutions provide assurance that products members are sourcing are not only made sustainably made but are also recyclable at end of use/life.</p> <p>Powerbond - a hybrid resilient sheet flooring is a closed-cell cushion backing that is inseparable (cannot delaminate or separate) and offers an impermeable wall to wall moisture barrier. Six months after a school district's installation a flash flood generated a mud flow filling a number of classrooms with 6"-8" of mud. After the district shoveled the mud and cold water extracted the Powerbond flooring it returned to new condition. The impermeable nature of the product kept the mud on the top surface without penetrating to the sub-floor. Four years later, the only way you can tell the rooms were filled with mud is the brown mud stain above the rubber base on the walls. Additionally, Tarkett Powerbond RS is now certified Asthma and Allergy friendly, the world's first soft surface flooring to receive this designation.</p> <p>Tarkett's Solution SPECtrum provides coordinated colors, patterns and textures across product brands and platforms—for a seamless design throughout the building's floorplan. Designed to help members create unified experiences and more productive workspaces. The BrillianceSM Digital Color System from Tarkett is about so much more than color. It's about working more efficiently. Getting more done in the hours we have. Feel more confident in our material selections—all while working remotely. The system is designed to place everything you need at your fingertips—no matter where you happen to be working. Create palette boards, find sustainability information, and easily order samples—all in one virtual place. By getting the right color match every time, the tool reduces sample waste and shipping, helping us all design more responsibly and reduce our carbon footprint. We think that's pretty brilliant.</p> <p>Johnsonite rubber tile, stairwell management, wall base and accessories delivers a perfect ColorMatch® without dye lots. This designer palette of 32 leading colors are scientifically precise and coordinated across multiple product categories with no dye lots... ever! Our rigorous manufacturing and quality standards enable you to confidently mix and match a color across all Johnsonite products - rubber and vinyl flooring products, wall base, stairwell management and finishing accessories. When you don't see the exact color you need, create it. Tarkett's custom coloring capabilities allow you to use the floor as your canvas.</p> <p>Johnsonite Stairwell Management with the industry's broadest offering of rubber and vinyl treads, nosings and accessories, Johnsonite's stairwell management system helps people move between floors safely and comfortably</p> <p>Custom Floor Design programs are used for more intricate and detailed designs. Designs are fabricated and shipped to the job site and inset by the flooring contractor. IMAGINATIONS/FLOOR ART may include but are not limited to logos, mascots, or images that are unique or repeated designs (animals, stars, flowers, etc.). Tarkett USA Inc.'s Imaginations program is a first in the flooring industry, and we are the only company to offer this unique service in those products. With our unique line of product platforms, you can use shape, color, and texture to design a floor that will help create an experience and communicate a brand message. Custom cutting can also be used in practical ways such as showing direction or dividing a space without using physical barriers. From start to finish, our designers and technicians will work to make your design vision a reality.</p> <p>Tarkett's YouTube channel (https://www.youtube.com/@TarkettContract) provides members with helpful videos on areas like customer testimonials, installation training, maintenance training and tips, product inspiration, and in-depth product information.</p> <p>iQ Optima (no wax sheet vinyl) is designed around the needs of education and healthcare facilities, iQ offers outstanding performance and the industry's lowest life cycle costs. In addition to extreme resistance to wear, stains, and abrasions in high-traffic areas; Tarkett's</p>

proprietary iQ technology eliminates the need for refinishing over the life of the floor; a simple dry buffing restores floors to their original appearance. Explore the collection's soft, tonal visuals inspired by the beauty and resilience of natural stone. Special options for anti-static and anti-slip are also available. *

Techtonic™ Tarkett Techtonic™ is a protective polyurethane floor coating unlike any other, developed and tested by an international team whose goal was to provide our customers with superior surface protection. Our competitors boast about what they add to their surfaces' coatings. But those additives can increase the likelihood of ugly whitening when their product gets scratched. Because Techtonic doesn't include unnecessary composite materials, this matte finish offers a dramatically strong defense against scratches and scratch whitening, as well as abrasions, scuffs and stains—defending both your floors, and your peace of mind.

Tarkett's vision is to continue to grow relationships that foster strategic sourcing and Sourcewell. We believe this makes us uniquely qualified to continue to grow Sourcewell and strategic sourcing.

These are 3 examples of our thought leadership and collaboration:

1) A recent endeavor was to create the Healthy Building Summit for Public Sector entities. "Bringing together stakeholders around planning, design, construction, student/work life, sustainability, and maintenance to discuss what they learned in COVID was just the tip of the iceberg. The real emphasis was how we use what we learned and move into a collaborative consistency of co-creation fostering new pathways to see an earlier future where all learning spaces are considered healthy spaces". The urgency to have the Education Healthy Building Summit was driven by the growing amount of data that was collected through smart building technology, mental health data, and federal funding. This data exposed the demand for healthy buildings for all students. Several of these demands drove the initial conversation.

Although indoor air quality and infection control were major drivers, this was not the only issue facing educational facilities around the country. Other drivers included: Neurodiversity and the recognition of a diverse student population requiring unique social-emotional learning strategies. Cognitive Loads and a clearer understanding of how acoustics and indoor air quality impact not only learning and productivity, but also our relationships. Biophilic Design and Daylight can both positively impact our stress levels (measured as heart rate variability, or HRV) and circadian rhythm. This in turn can lead to stronger brain function, boost feelings of happiness, decrease anxiety, and lower blood pressure. Funding Maintenance and deferred maintenance annual deficit crisis but also the impact that poorly maintained buildings have on poor indoor air quality and other health implications.

2) Tarkett's track record of commitment to Thought Leadership in the marketplace is well known. High performance buildings and schools use best-in-class materials like Tarkett's that can affect worker and student performance with better acoustics, better thermal values in space, better Indoor Air Quality (IAQ) and lower maintenance costs. Tarkett's long standing relationship with the Collaborative for High Performance Schools (CHPS) and with Tarkett's board seat has introduced the high-performance rating program to Sourcewell. This has led to discussions and an opportunity to create High Performance product offerings to K12 schools that can use best in class procurement sourcing (Sourcewell) and CHPS K12 building rating system for high performance facilities. The opportunity is an example of the thought leadership position Tarkett has in the market and the belief that strategic sourcing is a key to our success. Our hope is Tarkett's introduction will lead to a new chapter of great partnerships using great sourcing (CHPS, Sourcewell and Tarkett). The award of this RFP will continue to grow these relationships and others like it.

3) Another example of the Tarkett Sourcewell partnership dates to 2017 when the California Association of Business officers (CASBO) signed a formal endorsement of NJPA. "The CASBO/NJPA partnership is a formal endorsement of the NJPA competitive solicitation and contract award process," Schwartz said. "It also provides an effective and fully supported pathway for CASBO members to access procurement solutions through NJPA's contract awarded vendors." Tarkett (Tandus Centiva at that time) introduced and drove this endorsement with CASBO. Tarkett's longstanding relationships at CASBO brought this idea forward and help execute this endorsement. Sourcewell is now the Department of General Services (DGS) CMAS (California Multiple Award Schedule) contract. Tarkett and Sourcewell has benefited due to this work. The NJPA press release is attached for reference. We hope to continue our long and strong partnerships into the future.

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?	<p>Yes, Tarkett products have varying commercial warranty time frames.</p> <p>*Powerbond and modular tile are covered by a non-prorated Lifetime Limited Warranty</p> <p>*Broadloom and Woven styles offer a warranty of 10 to 20 years depending on backing selected.</p> <p>*Luxury vinyl tile and planks – we offer a range of LVT lines that offer various warranties including a 25 year, a 20 year and a 10 year.</p> <p>*Sheet Vinyl – depending on sheet vinyl line selected there are various warranties including 20 year, 15 year or 10 year warranty</p> <p>*Linoleum – 10 year</p> <p>*Vinyl Composition Tile – VCT carries a 10 year warranty</p> <p>*Rubber Products- 5 years</p> <p>*Wall base and accessories – 2 years</p> <p>*Labor provided by Source One Turnkey – 3 years</p> <p>You can search the full warranty details at https://commercial.tarkett.com/resource-center/specifications-warranties</p>
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, products must have been properly installed in accordance with Tarkett's published guideline and Tarkett adhesives must be used.</p> <p>Additionally, Limited or no coverage will be provided when:</p> <ul style="list-style-type: none"> -Product has been improperly cleaned or damage caused by negligent or improper storage, handling or transportation. -Damage or deterioration caused by improper site conditions. -Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation. <p>You can search the full warranty details at https://commercial.tarkett.com/resource-center/specifications-warranties</p>
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, products must have been properly installed in accordance with Tarkett's published guideline and Tarkett adhesives must be used.</p> <p>Additionally, Limited or no coverage will be provided when:</p> <ul style="list-style-type: none"> -Product has been improperly cleaned or damage caused by negligent or improper storage, handling or transportation. -Damage or deterioration caused by improper site conditions. -Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation. <p>You can search the full warranty details at https://commercial.tarkett.com/resource-center/specifications-warranties</p>
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?	Tarkett should not encounter any situation where a provider is not available.
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?	Any products that Tarkett provides and does not manufacture will have the warranty provided by that manufacturer.

93	What are your proposed exchange and return programs and policies?	<p>Soft Surface Products:</p> <ul style="list-style-type: none"> ●Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. ●Material that has already been shipped may be returned only with prior written approval of an authorized Tarkett representative and may be subject to restocking fees and any return freight incurred. <p>LVT Products:</p> <ul style="list-style-type: none"> ●Contour, Even Plane, Adaptt and Victory Series products are custom made and may not be canceled or returned. ●Customer may cancel any portion of a purchase order for the Event Series products, or the whole thereof, that have not already been shipped, subject to a 30% restocking fee. ●Products that have already been shipped may be returned only with prior written approval of an authorized Tarkett representative, and will be subject to a 30% restocking fees and any return freight incurred. <p>Resilient Products:</p> <ul style="list-style-type: none"> ●Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. ●Material that has already been shipped may be returned only with prior written approval of an authorized Tarkett representative and may be subject to a minimum 25% restocking fees and any return freight incurred. <p>NOTE: The Parties herein agree that there shall be no cancellation or return for any Custom product orders.</p>	*
94	Describe any service contract options for the items included in your proposal.	<p>Tarkett is available to provide manufacturer lead maintenance and installation training to Sourcewell members at no cost to them. Additionally, Tarkett Source One Turnkey Services is able to provide some maintenance services (which are indicated on our labor price sheet). Should a member be in need of a more routine or comprehensive maintenance program, Tarkett is partnering with a third-party provider Solid Care. We have included the Solid Care fee schedule for participating agency to purchase these services directly from them.</p>	*

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	<p>All the Installation Partners working on Tarkett turnkey Source One projects are closely vetted, and we ensure they meet or exceed ASTM industry standards. We provide Powerbond training and certification to each of them, as well as having our certified Field Installation Managers onsite for any high-profile or challenging projects. And as the customer is contracting directly with Tarkett for materials and labor on turnkey projects, all work performed by Source One sub-contracted Installation Partners is guaranteed by Tarkett's 3-year labor warranty. A dedicated Source One Coordinator is constantly in contact with the installation team to ensure the project is managed in a timely fashion and addressing any issues that may come up throughout the process.</p> <p>For projects directly contracted with an approved dealer partner or floor care partner, that company warrants the installation or service provided. Tarkett prides itself in best-in-class relationships, these service providers are known for their professionalism. We would work with the end user to facilitate a solution with our partners. All our products have warranties that we will hold and administer.</p>
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>The Account Coordinators for Tarkett Source One Department receive extensive training for several months before handling all aspects of projects on their own. Each job follows a structured procedure to ensure all aspects of are covered and everything is processed according to our company policies, allowing us to meet the high standards we expect for excellent customer experience. At the close of every project, an NPS (Net Promoter Score) Survey is submitted to the customer contact we worked with AND to the installation team involved. NPS is a metric used to measure customer experience programs, such as ours, and helps to gauge overall satisfaction and loyalty to our business. The responses we receive allow us to address any concerns by creating KPI's and initiating projects for any issues that have been brought to our attention. In this way, we can find new and better ways to not only help the customer we've been in contact with; but ALL of our customers. We are extremely pleased with the results we've had for Source One in 2023 (Jan-May), with a response rate of 22% (national average is 12.4%) and an NPS score of 96 (national average ranges from 25 to 40).</p>

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](#) - Tarkett Sourcewell Catalog for RFP061323.pdf - Tuesday June 13, 2023 12:18:56
- [Financial Strength and Stability](#) - Table 7_52. Tarkett Financial statement.pdf - Friday June 09, 2023 10:39:54
- [Marketing Plan/Samples](#) - Marketing Samples.zip - Monday June 12, 2023 12:34:16
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 14a Warranty.zip - Friday June 09, 2023 15:16:45
- [Standard Transaction Document Samples](#) - Standard documents.zip - Friday June 09, 2023 15:45:56
- [Requested Exceptions](#) - Table 15_97 Terms redlines.docx - Friday June 09, 2023 10:41:13
- [Upload Additional Document](#) - Additional Documents.zip - Monday June 12, 2023 08:02:30

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. - John Sumlin , VP, Education Strategic Accounts, Tarkett USA Inc.

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

Yes No

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

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

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