



Solicitation Number: RFP#080819

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. It is expressly understood that Purchase Orders are subject to Vendor's acceptance.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member’s purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member’s purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this

Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay a two percent (2%) administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members minus fees, credits, returns, taxes, shipping, and installation services. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. 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.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor

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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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.

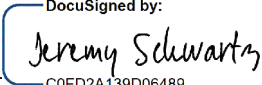
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

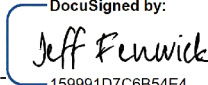
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
By:  _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/19/2019 | 6:30 PM CST

Vendor
By:  _____
159991D7C6B54E4...
Jeff Fenwick
Title: President
Date: 11/20/2019 | 8:50 AM CST

Approved:
By:  _____
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/19/2019 | 8:57 PM CST

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Tarkett USA Inc.
30000 Aurora Rd
Address: 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: Friday June 21, 2019 12:01:30
Submitted On: Thursday August 08, 2019 16:29:30
Submitted By: John Sumlin
Email: John.Sumlin@tarkett.com
Transaction #: 34743408-07dc-4bb6-a3a9-96d252f9a41f
Submitter's IP Address: 108.171.132.189

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Tarkett USA Inc.
2	Proposer Address:	30000 Aurora Rd, Solon, OH 44139
3	Proposer website address:	https://commercial.tarkett.com/en_US/
4	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):	Jeff Fenwick, President, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Sumlin, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, john.sumlin@tarkett.com, (404) 431-2131
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathan Stanley, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, jonathan.stanley@tarkett.com, (864) 434-3554 Noah Corbin, Contract Sales Support Specialist, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791

Company Information and Financial Strength

Line Item	Question	Response *
7	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.	For more than a century, Tarkett has grown into a clear leader in the flooring and surfaces industry, with more than 12,000 employees worldwide who support sales in over 100 countries. Tarkett helps create great spaces and delivers a smooth customer experience by understanding customers' needs, offering expertise, and being obsessed with execution. We have developed the world's most extensive system of product solutions and services, known as the Tarkett Solution SPECTrum™, which includes a variety of industry-leading resilient and soft surfaces. With award-winning products for all market segments, Tarkett has a distinct understanding of your surface needs at every stage of the project, from selection to installation to maintenance—for both home and commercial designs. Because health and wellness are at the heart of everything we do, you'll find healthier materials in every product category and the industry's most extensive inventory of Cradle to Cradle® certifications. It's another way we're Doing Good—Together.

<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Modular- Available in tiles and planks in varying sizes, our modular carpet is available in three different performance types: ethos® Modular with Omni-Coat Technology™, ER3® Modular, and Flex-Aire™ Cushion Modular.</p> <p>Powerbond- Powerbond® hybrid resilient sheet flooring is a heterogeneous construction of nylon and closed-cell cushion. Fused through heat and pressure, the layers are integral and inseparable. The innovative closed-cell cushion is the single most significant component to Powerbond's performance and design capabilities. Powerbond is an interiors icon, offering unique attributes perfect for any commercial interior environment</p> <p>Broadloom- After more than 100 years, Tarkett continues to produce award-winning broadloom with a flair for design and a reputation for superior quality. Our tufted broadloom products epitomize smart design and performance and work in tandem with all other Tarkett platforms.</p> <p>Woven- Tarkett's wovens represent the ultimate in luxury and performance, offering interesting studies in texture and relief. Drawing on the weaving techniques handed down through centuries, our design team takes a modern approach to woven broadloom, offering an elegant, high end look in numerous designs and colors.</p> <p>LVT & LVP- Luxury vinyl planks and tiles offer complete design freedom with endless layout possibilities across a broad range of patterns, colorways, quality levels and installation formats. LVT withstands heavy traffic and is easy to maintain with extra resistance to scuffs, scratches and stains. For any segment, for any space, luxury planks and tiles is an optimized, inspired solution.</p> <p>Rubber- Rubber flooring has it all. Universally embraced for its practical beauty and a rare balance of function with aesthetics, safety with efficiency, and short term costs with lifetime return. Rubber is naturally slip resistant and shock absorbent. Easy to maintain and durable enough to perform for decades, rubber is available in a rich array of colors, patterns and textures.</p> <p>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 x²surface protection for durability, easy cleaning and cost-effective maintenance. Tarkett linoleum is the world's first to be certified Cradle to Cradle.</p> <p>Vinyl Sheet- 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.</p> <p>Composition Tile- Composition tiles provide economic value and a multitude of patterns and quality options to optimize performance across a number of high traffic installation areas. From the original vinyl composition tile (VCT), to vinyl enhanced tile (VET) and solid vinyl tile (SVT), composite tiles are budget friendly and withstand heavy foot and rolling traffic. US-made and low-emitting, composite tile contribute to the safety and health of every space.</p> <p>Wall Base- That special area between the wall and the floor that brings the whole space together. That's what a wall base is about. Our portfolio of options is the market's greatest.</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, nosings and accessories that enhance the flow of a space, allowing people to move safely and comfortably. All are available in a broad array of profiles, textures, patterns and colors.</p> <p>Adhesives & Cleaners- All Tarkett installation solutions balance the unique needs of the flooring, the substrate and installation environment to ensure the most effect, efficient and safe space. Adhesives are rigorously developed and tested to meet all necessary technical requirements, accounting for the distinct materials and composition of each floor. Pairing the proper Tarkett adhesive with each Tarkett floor helps in maintaining exceptional performance and a long-installed life.</p> <p>Installation Services</p>
<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We expect to build a case for sole award of the Sourcewell flooring contract. This award would be based on our complete manufacturer offering of resilient and soft flooring with a service component teaming with local installation contractors to provide, handle, and install our products. This model will satisfy the needs of a majority of institutional customers in North America and supports local business.</p>

10	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 for 2016, 2017, and 2018.
11	What is your US market share for the solutions that you are proposing?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.
12	What is your Canadian market share, if any?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer? Provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer network.	<p>Tarkett USA Inc. has an exceptional independent contractor dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base. Tarkett NA teams with organizations such as INSTALL to ensure superior flooring installations via their training and certification programs for floor layers.</p> <p>Dealers assist in helping customers meet their schedule and performance requirements. Services they offer may include the following: Project Management, Estimating, Life Cycle Costing, LEED and Green Consultation, Delivery and Warehousing, Product Care and Maintenance, and Reclamation and Recycling.</p> <p>Additionally, Tarkett USA Inc. trains and certifies authorized dealers in the handling and installation of their flooring products and uses a select list of independent dealers for this RFP to ensure accuracy and compliance as much as possible. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the Tarkett USA Inc. dealer network and the Tarkett USA Inc. Account Executives outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of Tarkett USA Inc. "value" position in the market. Tarkett USA Inc. dealers can offer full turnkey services through our Source One® department, as well as, material only requirements that owners (agencies) may have. We are proposing both channels in this agreement.</p> <p>The Account Executives, Directors, and Managers are employees of Tarkett. Our dealer network consists of independent companies and is not employees of Tarkett NA.</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All dealers/floor covering workrooms that install Tarkett USA Inc. products must be certified by Tarkett USA Inc.'s Installation Technical Department. These dealers/floor covering workrooms should also hold required business licenses for doing business in their local area and state of residence. Tarkett USA Inc. has an exceptional dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Modular • Broadloom • Powerbond • Woven • Area Rugs • Rubber • Linoleum • LVT • Vinyl • Composition Tile • Wall Base • Stairwell Management • Finishing Accessories • Installation Accessories • Adhesives & Cleaners

Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Since 2011, we've worked with the scientific institute EPEA to apply Cradle to Cradle® (C2C) principles throughout our activities. We have assessed thousands of ingredients with 94 % of all Tarkett USA Inc. global ingredients third-party evaluated to understand their impact on our health and the planet and continually seek to improve our products with new formulations and alternative ingredients. We have over 30 Global Products collections Cradle to Cradle Certified – this encompasses over 800 SKUs. Please see our Tarkett USA Inc. overview for all Product Categories. We strive to eco-design with suitable materials.</p> <p>2017 Red Dot Award for The ID Mixonomi Luxury Vinyl Tiles collection The Red Dot Award is one of the most sought-after quality marks for good design, innovation, and sustainability. Submissions from over 54 countries were remitted for evaluation. The Red Dot Award: Product Design Award is one of the most renowned evaluation processes for product design development in the world.</p> <p>Additional Industry Recognition</p> <ul style="list-style-type: none"> -The first flooring manufacturer certified by the Asthma and Allergy Foundation of America. -The lowest Total VOCs in the flooring industry. 10 to 100 times lower than standards. -The first flooring manufacturer to remove ortho-phthalates from our products and by 2013, we had eliminated them from our products <p>Concerning Corporate Social Responsibility and Talent Development</p> <ul style="list-style-type: none"> -In 2019, Tarkett USA Inc. ranked in the top 125 companies of Employer-sponsored training and Development programs by Training Magazine, the leading business publication for Learning and Development professionals. 						
19	What percentage of your sales are to the governmental sector in the past three years	<p>~GOVERNMENT SALES</p> <table border="1"> <tr> <td>2016</td> <td>1.29%</td> </tr> <tr> <td>2017</td> <td>1.50%</td> </tr> <tr> <td>2018</td> <td>1.43%</td> </tr> </table>	2016	1.29%	2017	1.50%	2018	1.43%
2016	1.29%							
2017	1.50%							
2018	1.43%							
20	What percentage of your sales are to the education sector in the past three years	<p>EDUCATION SALES</p> <table border="1"> <tr> <td>2016</td> <td>31.37%</td> </tr> <tr> <td>2017</td> <td>32.33%</td> </tr> <tr> <td>2018</td> <td>40.04%</td> </tr> </table>	2016	31.37%	2017	32.33%	2018	40.04%
2016	31.37%							
2017	32.33%							
2018	40.04%							

21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ALLIED STATES COOPERATIVE 2017</p> <p>\$7,710.95 APN (ALLIANCE PURCHASING NETWORK) 2016</p> <p>\$13,043.59</p> <p>2017 \$86,651.58</p> <p>ASCENSION HEALTH RESOURCE AND SUPPLY MANAGEMENT GP 2018</p> <p>\$5,657.43 BUY BOARD (TEXAS ASSOCIATION OF SCHOOL BOARDS) 2016</p> <p>\$408,185.11</p> <p>2017 \$347,869.70</p> <p>2018 \$975,028.91</p> <p>CASBO CALIFORNIA SD AND COMMUNITY COLLEGES / NJPA</p> <p>2017 \$2,118,154.78</p> <p>2018 \$2,499,215.26</p> <p>E&I EDUCATIONAL & INSTITUTIONAL COOPERATIVE PURCHA</p> <p>2016 \$1,677,890.75</p> <p>2017 \$1,656,301.88</p> <p>2018 \$1,698,218.83</p> <p>GSA (GENERAL SERVICES ADMINISTRATION)</p> <p>2016 \$1,903,363.42</p> <p>2017 \$1,369,263.08</p> <p>2018 \$92,647.45</p> <p>HPG HEALTHTRUST PURCHASING GROUP - CONSORTA - HCA</p> <p>2016 \$1,932,587.43</p> <p>2017 \$944,315.66</p> <p>2018 \$442,975.44</p> <p>HPSI (NATIONAL PURCHASING GROUP DBA), COVENANT, EN</p> <p>2016 \$607,493.58</p> <p>2017 \$252,740.01</p> <p>2018 \$8,673.89</p> <p>INTALERE F/K/A AMERINET</p> <p>2016 \$89,561.62</p> <p>2017 \$66,789.04</p> <p>2018 \$8,548.53</p> <p>KAISER FOUNDATION HEALTH PLANS INC</p> <p>2016 \$1,600,051.47</p> <p>2017 \$1,413,756.94</p> <p>2018 \$1,733,767.02</p> <p>MHA-MANAGED HEALTH CARE ASSOCIATES INC -DIRECT MED</p> <p>2016 \$27,033.42</p> <p>2017 \$66,853.91</p> <p>2018 \$5,379.49</p> <p>NASPO VALUEPOINT</p> <p>2016 \$124,069.77</p> <p>2017 \$165,236.61</p> <p>NJPA EXPIRED (USE 11012 INSTEAD)</p> <p>2016 \$1,197,618.17</p> <p>2017 \$480,825.31</p> <p>2018 -\$30.76</p> <p>NOVATION, LLC 2016 \$48,660.08</p> <p>PREMIER PURCHASING & DESIGN, INC.(CORPORATE) 2018</p> <p>\$5,276.19</p> <p>PUBLIC AGENCY - GSA TERMS & CONDITIONS</p> <p>2016 \$6,159,550.19</p> <p>2017 \$5,053,735.28</p> <p>2018 \$5,268,329.11</p> <p>SOURCEWELL / NJPA</p> <p>2016 \$90,992.28</p> <p>2017 \$3,140,408.82</p> <p>2018 \$4,168,160.03</p> <p>SUTTER HEALTH</p> <p>2016 \$204,185.45</p> <p>2017 \$245,211.09</p> <p>2018 \$146,187.00</p> <p>TCPN - NATIONAL IPA</p> <p>2016 \$761,172.71</p> <p>2017 \$573,922.80</p> <p>2018 \$631,406.28</p> <p>TIPS (FORMERLY TIPS/TAPS)</p> <p>2016 \$477,278.87</p> <p>2017 \$58,718.57</p> <p>2018 \$106,684.56</p> <p>VIZIENT (NOVATION, MEDASSETS)</p> <p>2016 \$181,486.04</p> <p>2017 \$69,951.76</p> <p>2018 \$41,003.73</p>
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22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA (GENERAL SERVICES ADMINISTRATION) 2016 \$1,903,363.42 2017 \$1,369,263.08 2018 \$92,647.45
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References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
CASBO	Tatia Davenport	(916) 504-2249
State of New York	Joseph Popa	(518) 473-9746
State of Florida	Brenda Wells	(850) 488-6904
Fresno USD	Amy Esquivel	(559) 457-3468

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), 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 *
School District	Education	Texas - TX	Carpet and LVT	439,155 SY	\$10,149,262
School District	Education	Texas - TX	Carpet and LVT	272,171 SY	\$5,832,982
State Government	Government	Michigan - MI	Carpet and LVT	133,762 SY	\$3,780,081
School District	Education	Nevada - NV	Carpet and LVT	224,400 SY	\$3,642,927
School District	Education	Florida - FL	Carpet and LVT	130,623 SY	\$3,449,392

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if 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 *
25	Sales force.	<p>1 SVP of Customer Experience Commercial Sales</p> <p>3 Division VP's of Commercial Sales 21 Regional VP's of Commercial Sales</p> <p>3 Education VP of Strategic Accounts 3 Healthcare VP of Strategic Accounts 2 Workplace VP of Strategic Accounts 2 Retail VP of Strategic Accounts 2 Hospitality VP of Strategic Accounts</p> <p>~200 Sales Representatives</p> <p>1 Contract Sales Support Manager 4 Contract Sales Support Specialist</p>
26	Dealer network or other distribution methods.	<p>Tarkett USA Inc. has an exceptional dealer network that is 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 flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for your local dealers or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to https://contact.tarkett.com</p>

27	Service force.	<p>Tarkett USA Inc. has an exceptional dealer network that is 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 flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for your local dealers or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to</p>
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<p>28</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Web-based Solutions Sourcewell members may take advantage of sample ordering through the Tarkett website at https://commercial.tarkett.com/en_US/</p> <p>Also, Sourcewell members may call the Tarkett USA Inc. Customer Service toll free at 800-248-2878 or Tarkett USA Marketing Support Team at 800-899-8916 and request literature, samples, and/or specifications.</p> <p>Technical Support Technical support personnel is available for both installation-related items, as well as product-technical information. There is no additional cost for these services. Training and support are available on an as-needed basis. The Technical Support personnel are responsible for customer relations and education relative to the proper product application and installation of Tarkett USA solutions. This team responds to inquiries related to installation, environmental concerns, standards, maintenance, etc.</p> <p>Post-installation Services and Maintenance Information and technical support as needed for maintenance for these services to the Sourcewell member.</p> <p>Process for Quotes (Pricing Requests) Pricing is obtained from the local Tarkett NA associate following the pricing as outlined in this proposal. If the Sourcewell member utilizes the services of Source One, Tarkett USA Inc.'s in-house installation services group, then the Sourcewell member will work with Source One for turnkey installation quotations on an as-needed basis.</p> <p>Order Placement Please contact your local authorized dealer (or Source One) to order our products.</p> <p>Overages or Shortages on Delivery (Policies & Procedures) We recommend that Sourcewell members contact the Dealer for all claims. Shortages of material may result for different reasons. When a deficiency is discovered, an investigation will be implemented to ascertain the cause of the potential shortage. When the investigation is complete, and a determination has been made to the cause, Tarkett USA Inc. along with the dealer, will work with Sourcewell's member to provide enough material on-site to complete the project. Depending upon the ultimate cause for the shortage, Sourcewell's member may be required to pay for the additional material. The cost may be charged to the freight company or Tarkett USA Inc. may be responsible for supplying the supplemental material.</p> <p>Backorders, Fill Rates and Delayed Shipments Tarkett USA Inc.' on-time and order fill rate is 96%.</p> <p>Tarkett USA Inc. is a made-to-order manufacturer and orders are processed as they are entered into our system. Orders are processed according to the date they are needed. Should there be issues anywhere in the production of material, the Tarkett USA Inc. Customer Service Representative will contact the Account Executive for Sourcewell's member and let them know about the change in production date and expected shipment.</p> <p>Tarkett USA fill rates vary based on product types and average 85%. Inventory is maintained on Sourcewell member about the change in the production date and expected shipment timeframe.</p> <p>Delivery Lead Time Tarkett USA Inc. is a made-to-order manufacturer. Standard production lead time for products is 4-6 weeks and 2-10 days for Quickship / Quickship Express products.</p> <p>Tarkett USA Inc. uses independent freight carriers for delivery of its carpet products to its customers. Allow an additional 3-10 days for shipping. Tarkett USA delivery lead times vary based on products. Average lead time is 3-4 weeks.</p> <p>Toll Free Number Availability Tarkett USA Inc. Customer Service 1-800-248-2878 Dalton, GA</p> <p>Tarkett USA Customer Service 1-800-899-8916 Solon, OH</p>
<p>29</p>	<p>Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.</p>	<p>Any state where legislation has been passed that does not allow the use of cooperative agreements to purchase non-consumable products (i.e. flooring and related services).</p>

30	Identify any Sourcewell Member 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?	Any segment where cooperative agreements to purchase non-consumable products (i.e. flooring and related services) are not allowed by law.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The only restrictions that currently exist would be in states where legislation has passed which prohibit the use of cooperative agreements to purchase non-consumable products.

Marketing Plan

Line Item	Question	Response *
32	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>At Tarkett, we believe that people are happiest when they are offered choices that help them balance their needs and stay faithful to their values. Moreover, that's true whether you are creating a vision for your home or designing a significant Government or Education facility. That's why we've developed the world's most extensive system of flooring and services, so our customers – whether they are architects or facility managers – can more easily accomplish the many balancing acts in life. Our floors are beautiful yet durable, easy to maintain, and are comfortable so you and your clients can enjoy and be productive in everyday life.</p> <p>With the wide variety of integrated flooring options we offer, we are sure that you will find the best solution with Tarkett. Tarkett produces a wide range of sustainable and coordinated floors in different materials and types such as modular carpet, broadloom, and woven, vinyl, linoleum, rubber, and laminate. Tarkett produces many types of flooring; you've probably already lived, worked, played, studied, or even recuperated on our flooring in your home, school, hospital, retail store, or office.</p> <p>We also celebrate our rich history, one that goes hand-in-hand with that of the flooring industry, because many of the names that have helped form Tarkett as a company are those that have shaped the flooring world for more than 100 years: Azrock, Johnsonite, Tandus, Centiva, Domco, Harris Tarkett and Nafco. Today we have grown to employ more than 12,000 people worldwide in 34 production centers and sales within over 100 countries.</p> <p>For over a century, Tarkett has nurtured and grown into a clear industry leader with a passionate focus on simple, confident customer experiences. With size, resources and award-winning products for all market segments, Tarkett has a distinct understanding of your interior finish needs – for the home or commercial use – so you can feel confident you've made the right choice with Tarkett.</p> <p>Our resilient line has the broadest portfolio of high-performance, resilient flooring surfaces in the industry. With practical solutions and healthier materials that support every stage of the project—from specification to installation to maintenance—we're able to deliver a measurable return on investment and beautifully functional spaces that support the people who live, learn, work and heal in them every day.</p> <p>VIEW PRODUCTS</p> <p>Our soft surface flooring solutions meet the needs of the most demanding commercial environments. With unmatched innovations for installation and maintenance and a focus on Cradle to Cradle® principles, our cutting-edge designs work beautifully with the rest of the Tarkett portfolio to create beautiful, comfortable environments that invite and inspire.</p> <p>With over 120 Account Executives, 45 Distribution channel managers, 21 Regional Vice Presidents, 3 Division Vice Presidents and 3 Segment Vice Presidents Tarkett aligns with local Flooring contractors and our Turnkey installation services (Source One) to create a saturated sales and Service approach to North America. We have a dominant presence in the US and Canada. Our materials are bought for inventory and supply as well as "installed," which is a material and service number to get new flooring under your feet. We are the most capable mill in the industry to implement and manage a contract in North America</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To fully illustrate please visit our web presence: https://commercial.tarkett.com/en_US/</p> <p>For Social Media: Twitter @TarkettGroup Facebook Tarkett Official Instagram tarkettcontract LinkedIn Tarkett under company * building materials</p> <p>The vision for our digital presence in alignment with our overall market strategy is illustrated from our group level and is and will continue to be unmatched in the flooring market. The investment will continue to be market-leading: Tarkett, a global leader in innovative and sustainable flooring and sports surface solutions CEO Fabrice Barthélemy, is leading our “Change to Win” strategic plan.</p> <p>Tarkett’s ambition is to be the global leader in commercial flooring and sports surfaces, to grow selectively in residential flooring and to change the game in a circular economy. The plan relies on four strategic pillars:</p> <ol style="list-style-type: none"> 1. Sustainable growth, resulting from an increased focus on selected commercial end-user flooring segments (Workplace, Education/Government, Health Care, and Hospitality) and further expansion in Sports. The Group also plans to invest in digital channels to capture future growth; 2. A robust customer-centric mindset and an organization is driven by simplicity, agility, and speed; 3. An ambitious circular economy deployment with a strong focus on recycling solutions for our customers; 4. A disciplined cost savings program aiming at delivering €120 million of savings over 2019-2022 and selective capital allocation aligned with the focus on sustainable growth. <p>CEO Fabrice Barthélemy, said: “We are expecting no tailwind from the economic environment globally in the next years. Therefore we need to adapt and change to deliver above-market growth and improved profitability. We have built a solid plan that combines a stronger focus on selected end-user segments, an expanded presence in digital channels, and further developments in a circular economy. Our organization and teams will be more customer-centric while working on simplifying the way we operate. Being more agile is critical to our success, and all Tarkett teams are fully committed to this new strategic plan: Change to Win.”</p> <p>Examples: Designer on demand- Let our Designer on Demand team do the work. Submit your project online, and our designers will create beautiful renderings you can proudly share with your clients. Submitting is easy; you can provide: Custom room images along with palette and product specs Floorplans with a palette and product specs Please select a room type from our virtual view library and send us your palette and product specs 3D files and we'll create a virtual room scene To get started, log in or create an account on Designer on Demand. You can also live chat with our designers during regular business hours. This service is offered at no cost to the client and account executives.</p> <p>Online self serve renderings On line ordering (all platforms by 2020)</p> <ol style="list-style-type: none"> 2. Material imagery for CAD and BIM use for virtual walkthroughs
34	In your view, what is Sourcewell's role in providing Sourcewell- awarded contract into your sales process?	<ol style="list-style-type: none"> 3. If Sourcewell can continue to maintain its pristine image in the market place, manage membership with growth, and remain a robust digital presence, we can manage our market. We have demonstrated capabilities to integrate Sourcewell into our sales process with our efforts with the California Association of School Business Officers (CASBO), State of FL, and the State of NY. To Tarkett, this is not a plan, but an executed effort. We will continue to lead with Sourcewell as we have in the past with owners that can use cooperative purchasing.
35	Are your products or services available through an e-procurement system and how does it work?	<p>E-procurement (electronic procurement, sometimes also known as supplier exchange) is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the Internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.</p> <p>Tarkett is currently working in a number of our segments with e-procurement solutions. Examples are e-Informing, e-Tendering, e-Auctioning, vendor management, catalog management, Purchase Order Integration, Order Status, Ship Notice, e-invoicing, e-payment, and contract management.</p> <p>Elements of e-procurement include a request for information, request for proposal, request for quotation, RFx (the previous three together), and eRFx (software for managing RFx projects). We are responding to Sourcewell via an eProcurement system. This is another example of our leadership in eProcurement. Being responsive to electronic advancements falls under our digital commitment outlined above by our group/global CEO in section. Specifically, in Section 7.2.</p>

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Please refer to our digital Maintenance documentation is available on all of our products. These can serve as in-service tools for maintenance staffs. This documentation includes written instructions, specifications that outline maintenance requirements, videos, and other tools.</p> <p>We have set up and offered training for our approved local flooring contractors to better penetrate markets and foster compliance of contracts, and show and train on product installation and environmental issues that affect flooring (moisture, floor prep, etc.).</p>
37	Describe any technological advances that your proposed products or services offer.	<p>ethos At Tarkett USA Inc., it's nothing new for us to venture outside our market to find valuable alternative waste streams for feed-stock. 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>iQ Flooring Lots of companies claim they have no-wax floors. However, read the fine print, and you'll find they have no-initial-wax floors or no-wax-until-such-a-time-as-you-need-it floors. Only Tarkett USA Inc.'s Granit and Optima with iQ construction never need wax or finish. Forever. Period. That's because iQ isn't a topcoat or a wear layer. It's a proprietary technology. Also, because you never wax or finish, iQ floors are 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>Cradle to Cradle Closed Loop Recycling Current product offerings for Tarkett USA Inc.'s vinyl-backed products are closed-loop recycled back into vinyl- Current product offerings for Tarkett USA Inc.'s Broadloom products may be recycled through a third-party recycling company to recycle the broadloom materials after its useful life.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Restart We are dedicated to eliminating landfill waste from post-use floorcoverings. A great way to do this is to recycle old installed floors. Our ReStart Program reclaims samples, products, and installation waste. We continue to look at the economic, industrial, and social frameworks that surround our products. While we continuously examine the methodologies and tools that allow us to reclaim and produce flooring, we strive to find innovative ways to reuse those materials and provide the high performance and lasting products we are known for.</p> <p>We have the potential to recycle millions of pounds annually! With the help of our clients, large or small, we hope to significantly increase our recycling efforts. As an industry, we all share the responsibility — at every step of the way — to prevent landfill waste.</p> <p>For several years, Tarkett USA Inc. has been committed to making the transition to a circular economy powered by Cradle to Cradle® principles, thus positively contributing to people's health and well-being and the planet. Since 2011, Tarkett USA Inc. has been deploying a comprehensive sustainability strategy based on its 'closed-loop circular design' model. This is driven by an extensive eco-innovation strategy which is looking at each step of the product life (design, production, use, and recycling). Tarkett USA Inc. has been at the forefront of shaping transformation within the flooring industry. This has resulted in breakthrough eco-innovations and initiatives, such as flooring solutions that contribute to improved indoor air quality and well-being, connected living spaces for healthcare services, use of phthalate-free plasticizers, product design based on high levels of recycled content, development of recycling programs or implementation of renewable energy.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>C2C Tarkett USA Inc. utilizes Cradle to Cradle® principles to strategically design and manufacture its products. The Cradle to Cradle Certified Products Program™ is a multi-attribute certification standard for products in a variety of industries administered by the Cradle to Cradle Products Innovation Institute (C2CPII). It includes a chemical assessment as part of the Material Health Category. In addition to Material Health, products are evaluated and certified based on meeting criteria for Material Reutilization, Renewable Energy, and Carbon Management, Water Stewardship, and Social Fairness. The certification requires optimization and continuous improvement as a condition of renewal. Tarkett USA Inc. certifications can be found at http://www.c2ccertified.org/products/registry</p> <p>NSF/ANSI 140 Multi-Attribute Certification for Soft Surface Flooring NSF/ANSI 140 is a leading sustainability assessment that evaluates carpet based on life-cycle assessment principles. This standard was developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Six critical areas of sustainability are measured:</p> <ul style="list-style-type: none"> • Public health and environment • Energy and energy efficiency • Biobased, recycled content and environmentally preferable materials • Manufacturing • Reclamation and end-of-life management • Innovation <p>Tarkett USA Inc. USA Inc.'s certified soft surface products can be found on SCS Global Services website products-guide</p>

		<p>NSF/ANSI 332 Multi-Attribute Certification for Resilient Flooring</p> <p>NSF/ANSI-332 is the leading sustainability assessment for resilient floorcoverings developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Based on a life cycle assessment approach, NSF/ANSI 332 employs a point system to evaluate resilient flooring against established prerequisite requirements, performance criteria, and quantifiable metrics in six key areas:</p> <ul style="list-style-type: none"> ◆ Product design ◆ Product manufacturing ◆ Long-term value ◆ End-of-life management ◆ Corporate governance ◆ Innovation <p>Tarkett USA Inc.'s NSF 332 certifications are available under Tarkett USA Inc. in the Sustainable Product Database on UL Environment's web site.</p> <p>Recycled Content</p> <p>Recycled Content is a third-party certification which demonstrates Tarkett USA Inc. USA Inc.'s commitment to conserving natural resources, meeting customer specifications, qualify for LEED and environmentally preferable purchasing (EPP) programs and supports aggressive sustainability goals. The recycled content of Tarkett USA Inc. USA Inc.'s certified soft surface products can be found in product specifications on Tarkett USA Inc. USA Inc.'s web site https://www.tandus-centiva.com/products or the SCS Global Services website in the Certified Green Products Guide https://www.scsglobalservices.com/certified-green-products-guide</p> <p>Recycling Facility As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Indoor Air Quality (IAQ) – You can't see it, but you know it's there. The air we breathe provides life. The quality of air impacts our health and experiences either positively or negatively. At Tarkett USA Inc., we offer products that contribute positively to indoor air quality.</p> <p>Volatile Organic Compounds (VOCs) One measurement of IAQ is the quantity and quality of VOCs found in the air. There are VOC emissions of some chemicals that can be harmful and should be avoided. Products are tested and third-party certified to ensure that they meet the strictest indoor air quality standards. One of the Tarkett USA Inc. 2020 Objective's is to have all of our products and adhesives below 100 µg/m3 of TVOC's.</p> <p>FloorScore All Tarkett USA Inc.LVT products are FloorScore® certified. FloorScore® certification means that a resilient flooring product is independently verified by Scientific Certification Systems (SCS) to comply with the volatile organic compound emissions criteria of the California Section 01350 program. The FloorScore® certification means safer, healthier, cleaner air. http://www.scsglobalservices.com/floorscore</p> <p>Greenguard</p> <p>All Tarkett USA Inc.LVT adhesives are GREENGUARD certified. GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used.</p> <p>CRI GLP</p> <p>All Tarkett USA Inc.soft surface products are certified to the Carpet and Rug Institute's Green Label Plus program (CRI GLP). The CRI GLP program was developed to test and certify carpet, cushion and adhesive products for VOC emissions. Products with this certification meet California 01350 requirements. Tarkett USA Inc.RS products are among the lowest emitting in the market. Soft Surface Products http://www.carpet-rug.org/CRI-Testing-Programs/Green-Label-Plus/Carpet,-Adhesive-Cushion/GLP-Carpet-Products.aspx?&manufacturer=Tandus%20Centiva%20Inc.</p> <p>VOC Content of Tarkett USA Inc.Adhesives Tarkett USA Inc.conducts VOC content testing and obtains third-party MAS Certified Green certification of the results for its adhesive products through Materials Analytical Services, LLC. This allows Tarkett USA Inc.to provide quantifiable results demonstrating that VOC content is below the threshold limits specified by the South Coast Air Quality Management District (SCAQMD) Rule 1168.</p> <p>Please visit https://tarkett.ecomedes.com/ to search for certifications by specific styles.</p>
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40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Tarkett USA Inc. actively seeks to contract with small, women and minority-owned businesses where possible in the procurement of raw materials, commodities, and services, as well as through the Tarkett USA Inc.'s Source One Installation program.</p>
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41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	If you can imagine it, then we can translate it into the floor. 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.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We are a global company and can serve any Sourcewell member anywhere on the planet. Pricing and installation pricing is included in US dollars and products shown are made in North America (many of our products are produced in Europe). Exporting or cross-referencing products made in other international markets to serve the member best can be done on a case by case basis and can be negotiated based on the US model, but international customs and labor rates will have to be negotiated. We will be pleased to generate an offer anywhere on the globe that has a floor.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	Should a product be determined to be covered under the applicable express written warranty, Tarkett USA Inc. will be responsible for the return, repair, and replacement of the defective product per the applicable warranties.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Tarkett USA Inc. should not encounter any situations where service cannot be provided to Sourcewell members.	*
47	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?	Tarkett USA Inc. will cover all items included in this proposal that we manufacture. Anything not made by us will be covered by the manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Soft Surface Products: <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 the prior written approval of an authorized Tarkett USA Inc. representative and may be subject to restocking fees and any return freight incurred. LVT Products: <ul style="list-style-type: none"> Contour, Venue, and the 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 the prior written approval of an authorized Tarkett USA Inc. representative and will be subject to a 30% restocking fees and any return freight incurred. Resilient Products: <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 the prior written approval of an authorized Tarkett USA representative and may be subject to a minimum 20% restocking fees and any return freight incurred. 	*
49	Describe any service contract options for the items included in your proposal.	Additional services are not being offered in this proposal.	*

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	<p>When using an authorized flooring contractor, the Sourcewell member will agree to the payment terms outlined by that local contractor. The local flooring contractor will need to make payment for flooring materials within thirty (30) days following the date of the invoice and shipment.</p> <p>Should any Sourcewell member choose to use our Source One turn-key services, payment for materials will be made within thirty (30) days following the date of shipment/invoice for materials and payment for labor (installation) will be made within thirty (30) days from the date of the invoice after completion of the installation.</p> <p>For large projects to be completed in phases, invoices for labor will be issued at the end of each phase of the project which invoice shall be paid thirty (30) days from the date of invoice.</p>
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Tarkett USA Inc. does not offer financing.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>The Sourcewell member can contact us (the manufacturer), and we will partner with a local flooring contractor to bring forth the Sourcewell agreement (Primary path to market) The flooring contractor, with our guidance (many dealers are already trained in how to operate this contract), will execute the Sourcewell Tarkett flooring contract. The flooring contract will then perform some if not all of these duties:</p> <ul style="list-style-type: none"> • Flooring Selection- Interior Design expertise relative to wayfinding, color, product type, performance criteria (color & texture), etc • Estimating- measurement and calculation of quantities required, including waste generated (%), manufacturing overages, seaming diagrams, carton size, proposal creation using Sourcewell contract pricing supplied by us. • Floor Preparation- demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc • Installation-product storage, product staging, product acclimation, adhesives, etc • Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above, keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state, and federal procurement levels. The Turnkey process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use, which has been demonstrated over time by this Proposer.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	P-card procurement is widely accepted and would be the decision of the Flooring Contractor or the Sourcewell member depending on how the order is placed.

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 *
54	Describe your pricing model (e.g., line-item discounts or product-categories) materials (if applicable) in the document upload section of your response.	Tarkett USA Inc.'s pricing follows a line item discount pricing model. Our attachment "Tarkett USA Inc._Sourcewell RFP_Products and Pricing_8.8.2019" outlines the price per unit, list price, and the discount off of list being offered to Sourcewell.

55	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 USA Inc.'s pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. We are proposing a percent-off "range" on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic. The RFP uses levels of 14.28% to 50.46% with an average of 28.64% off list on modular carpet, 16.16% to 47.35% with an average of 27.65% on Powerbond, and 3.26% to 28.03% with an average of 20.64% on Broadloom and Woven. These discounts are relative to raw material cost and production efficiencies we can pass on. Our intent is to offer NJPA members our products at a greater discount than on our previous Agreement (Set discount off list). One percent off discount factor by brand or platform (Powerbond, modular, broadloom, woven, and LVT) causes deeper savings to be missed by the Agreement. It is our belief that our pricing structure will create the greatest value on our offer and will increase compliance, utilization, and more.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Tarkett USA Inc. is not offering any of the mentioned discounts.	*
57	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 USA Inc. is a manufacturer and will most likely not have the need to provide or offer "Sourced Equipment/Products and/or Related Services." We offer accessories that we will include in the RFP that are sourced. Should we have the need to add a sourced good, we will submit the sourced good as a "contract update" or an addendum, which is the same process we would follow when adding new styles/colors to our product lines. If there are items that are only particular to a client that are sourced, we will offer to provide them as open market items outside the contract. We will negotiate directly with the member and they will be listed as "ancillary items" or non-contract items. It will be up to the Sourcewell member and these items will not be greater than 50% of the "on contract" proposal.	*
58	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.	Cost of installation services is not included in the product pricing. Installation services are listed separately (by service item) and will be charged separately on an as used basis. These services are contracted directly with the installation company according to the scope of work required.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Tarkett USA Inc. products include a freight allowance to Sourcewell member's selected flooring contractor. It does not include staging and delivery within buildings at a member's site. Standard delivery expediting will not incur any additional cost; Expedited or rush deliveries will be billed as deemed appropriate. Tarkett USA Inc. Resilient products include delivery to a distribution hub, which are in most areas of the continental US, delivery to Sourcewell members jobsite or non-continental US sites may incur additional fees if quantities are small and owners location is remote.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping</p> <p>Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.</p> <p>Additional freight costs will apply to Hawaii, Alaska and Canadian shipments. Additional costs may be incurred for drop shipments, lift-gate, expedited delivery, and other similar types of delivery.</p> <p>Freight Terms Freight shall be prepaid and included in the quoted price to the point within the Continent United States. Alaska, Hawaii, and Canadian freight quoted separately.</p> <p>Title and Risk of Loss Title and risk of loss shall pass to the Sourcwell member transfer to the freight carrier. However, for damage or loss occurring in transit, Tarkett USA Inc. & Johnson promptly replace the damaged or lost material and file any claims with the carrier of the Sourcwell member (if requested to do so by the member) to resolve any issues.</p> <p>Change Order and Cancellation Policy If a Sourcwell member wishes to cancel a Purchase Order for any reason other than a manufacturing defect, Tarkett USA Inc. may accept cancellation based upon the payment by the member to Tarkett USA Inc. of a restocking fee as outlined below: The Parties herein understand that Company is a made-to-order manufacturer. With respect to purchases made directly through Company or an authorized dealer, Customer may cancel an order for any running line Product at any time within the first 24 hours after submitting the order to Company, without incurring a cancellation/ restocking fee. After the initial 24 hour period, Company may cancel an order for running line Product before shipment of the Product, subject to a restocking fee based upon the percentage of completion of the ordered Product, as set forth in the table below.</p> <p>Notwithstanding the foregoing, with respect to custom-ordered Products, Customer may not cancel or return an order for any Product after the initial 24 hour period.</p> <p>Stage of Manufacture Percent of Restocking Charge Yarn (Ordered) 15% Greige (Tufted) 25% Finished 35% Custom product orders may not be canceled.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.</p>

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	Tarkett USA Inc. local account representatives will randomly audit the installing contractors that buy flooring and provide service to the Sourcewell member to ensure contract compliance and understanding. This list of installing contractors is well over six years old, and these flooring contractors (dealers) know how this contract works. For the contract guidelines to be followed the Sourcewell member must make it clear that they have the "desire and ability" to use the agreement and we will provide the Sourcewell flooring contractor with contract material and labor pricing. We request that all Sourcewell members be advised that their PO should reflect the contract name and number to ensure full compliance. We are not able to control our local contractors entirely but we will make the best faith effort to ensure this takes place by contract guideline. We will also review each Sourcewell statement for fees to ensure the account reps involved have been fully trained and know the guidelines of the contract.
64	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. USA Inc. is willing to offer Sourcewell a 2% administrative fee payable to Sourcewell for agreement sales on manufactured product adjusted by credits as a result of claims. The labor portion of this agreement performed by our dealers or Source One does not qualify for the fee.

Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>Describe how your products contribute to or provide well-being of our members</p>	<p>Good Materials – Choosing the right materials from the outset. If our products today are going to be our raw materials of tomorrow, we must design them wisely. Tarkett USA Inc. selects good materials defined as recycled and/or rapidly renewable for the design of products that are safe and healthy for humans and the environment. These materials at the end of life can be either reused safely by nature (biodegradation) or by industry (recycling). To optimize products, you must first understand what you have. Tarkett USA Inc. has all raw materials assessed according to the Cradle to Cradle® Material Assessment methodology. By undergoing third-party assessment, we are learning about the chemistry of our raw materials, defining a list of real ingredients that can be used in our global supply chain and driving innovation where we see opportunities for improvement. For us, C2C is not just about certification or transparency; it is a strategic path to material health and optimization. One of our 2020 goals is to assess all the raw materials utilized by Tarkett USA Inc. using the Cradle to Cradle Certified chemical assessment methodology. This process allows us to determine the health impacts of our ingredients and work with suppliers to optimize our raw materials. To date, 80% of Tarkett USA Inc.'s raw materials have been assessed using the C2C methodology. Another 2020 goal is to obtain 75% of our raw materials from renewable, recycled, or abundant sources so that they do not contribute to resource scarcity. To date, 67% of our materials meet this criterion.</p> <p>The Cradle to Cradle Product Optimization process is based on the following four steps:</p> <ul style="list-style-type: none"> o Material Inventory: In collaboration with our suppliers, we inventory the raw materials used in our products to 100 ppm (parts per million) and identify them by the Chemical Abstracts Service Registry Number (CASRN). o Material Screening: Individual chemicals are screened for their hazard rating using the GreenScreen List Translator (GS-LT), along with more than 100 other chemical hazard lists and scientific sources of toxicological information in use at EPEA, the European Cradle to Cradle scientific research institute based in Germany. o Material Assessment: The Cradle to Cradle® material assessment is specific to Tarkett USA Inc.'s material ingredients and suppliers and is conducted by EPEA. Materials are assessed over their lifecycle, including sourcing, production, use, and post-use handling. Chemical ingredients are profiled for their safety using eco-toxicological information, scientific literature, supplier data, and analytical testing. The biochemical role in the finished product and its effect on occupant exposure is evaluated. o Optimization: Products are reformulated using Cradle to Cradle® principles, by selecting materials that are safe, healthy, and beneficial for humans and the environment, and that can be perpetually cycled. <p>Tarkett USA Inc. has developed its product transparency tool called the Material Health Statement (MHS) which uses the chemical ingredient evaluation results obtained through the Cradle to Cradle (C2C) material assessments performed on our products. It is a third-party, verified material ingredient disclosure and assessment declaration. Materials are evaluated and given a color-coded rating by a third party utilizing the Cradle to Cradle® material assessment methodology http://www.TarkettUSAInc.com/mhs.</p> <p>Material Health Statement Benefits</p> <ul style="list-style-type: none"> • Third-party assessment and verification of materials by the Environmental Protection and Encouragement Agency (EPEA), a Cradle to Cradle certification organization, using Cradle to Cradle methodology for material optimization • Full ingredient disclosure to 100 ppm (0.01%) • Relevant health information provided gives the “user” the ability to make informed decisions based on a color-coded assessment rating • Transparency format includes both hazard and risk assessment • Proprietary and confidential information is protected by disclosure to a third party <p>The MHS transparency document contributes to LEED v4 MRC4 – Material Ingredient Disclosure and Optimization</p> <ul style="list-style-type: none"> • For products that are not Cradle to Cradle certified, the MHS provides a Material Ingredient Inventory certified by Green Circle Certified that meets MRC4 Option 1 - Material Ingredient Disclosure. • Cradle to Cradle certified products (Silver and higher) meet Option 1 and Option 2 - Material Ingredient Disclosure and Optimization. For these products, the MHS is a complementary document that is part of our continued commitment to transparency.
<p>66</p>	<p>Describe your capability to track and report sales to Sourcewell members by your dealer network.</p>	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcewell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide metrics on items such as:</p> <ul style="list-style-type: none"> • Floorcovering Spend • Regional Product Allocation • Environmental Impact • Supplier Diversity • Productivity Savings

67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	<p>The company's sustainability goals and vision are applied to all facilities globally. Tarkett has been involved in developing a collaborative circular economy, respectful of natural resources and people's health. Since 2011, Tarkett has applied the Cradle to Cradle® principles to the full spectrum of its activities—from eco-design through to production and reuse. The Group has recycling centers worldwide and recently increased its recycling capacity in the US, France and Brazil. Additionally, the Group continues to pursue its ambitious eco-innovation strategy by focusing on transparency and optimizing products for improved material health based on Cradle to Cradle principals.</p> <p>Effective supply chain engagement enables us to achieve ambitious sustainability goals, partner for innovation and reach beyond our own facilities and products to incorporate Cradle to Cradle® principles. Trusted relationships with long-term partners have allowed for transparency and innovation in materials technology. Tarkett is a signatory of the United Nations Global Compact. We are committed to adopting and implementing robust policies and procedures in the areas of human rights, labor standards, the environment and business ethics to counter corruption.</p>
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcewell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide metrics on items such as:</p> <ul style="list-style-type: none"> • Floorcovering Spend • Regional Product Allocation • Environmental Impact • Supplier Diversity • Productivity Savings
69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Ethos with OmniCoat Technology™ products are made from recycled non-chlorinated polymer and are 100% recyclable.</p> <p>Cradle to Cradle Certified Silver</p> <p>Indoor Air Quality-CRI Green Label Plus and FloorScore®</p> <p>Greenhouse Gas Emissions-ClimateCHECK and Carbonfree®</p> <p>Sustainability Assessments-NSF140 and NSF332</p> <p>FLEX-AIRE Cushion Backing is a non-urethane, Closed Cell, 100% recyclable vinyl cushion offering.</p> <p>SCS Global Certified-NSF140 Gold* 100% recyclable through ReStart Green Label Plus</p> <p>ER3 is the industry's first 100% recycled content secondary backing for modular carpet tile.</p> <p>SCS Global Certified-NSF140 Platinum*</p> <p>100% recyclable through ReStart Green Label Plus</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, 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."

- [Financial Strength and Stability](#) - Tarkett USA Inc._FY 2016_2017_2018 ResultsL.pdf - Thursday August 08, 2019 15:45:37
- [Marketing Plan/Samples](#) - Sourcewell Marketing Piece.pdf - Thursday August 08, 2019 15:43:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Thursday August 08, 2019 16:16:24
- [Pricing](#) - Sourcewell RFP Pricing.pdf - Thursday August 08, 2019 16:29:18
- [Additional Document](#) - Environmental Information.pdf - Thursday August 08, 2019 16:16:39

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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.
- Noah Corbin, Contract Sales Support Specialist

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.