

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Interface Americas, Inc., 1503 Orchard Hill Road, LaGrange, GA 30240 (together with its Affiliates, Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier acknowledges that a Participating Entity may procure the Products through an authorized flooring dealer/distributor/reseller/installer ("Dealer") pursuant to a separate agreement between the Participating Entity and such Dealer. Supplier agrees to sell the Products to any such Dealer at the prices set forth in the Proposal, subject to such Dealer's acceptance of Supplier's Standard Terms and Conditions of Sale, which will be provided to such Dealer. The Participating Entity is responsible for managing its relationships with any of its Dealers. The Participating Entity acknowledges that Dealers are not Supplier's personnel or Affiliates under the Agreement and, therefore, Supplier will not be held responsible for services provided by any Dealer. For the avoidance of doubt, references in this Agreement to liabilities and obligations of Supplier only relate to direct orders by the Purchasing Entity.

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, the Participating Entity shall have 10 business days after receipt to inspect Products and report damages or issues to Supplier. Failure to inspect and report within 10 business days after receipt may, at Supplier's sole discretion, result in forfeiture of Participating Entities' right to further action, and the Participating Entity will be held responsible for the entire invoice amount. Supplier must permit the Equipment and Products that contain defects, shortages, or nonconformities to be returned within sixty (60) days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier of such defects, shortages, or nonconformities in writing within sixty (60) days after delivery of Products and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by Supplier for any amount due to Supplier by a Participating Entity) may be brought more than one year after the cause of action was discovered.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
3. All custom orders are subject to applicable upcharges and a 10% production overrun. Custom orders may not be changed or returned. Participating Entity assumes full liability for payment on all custom orders, whether in the form of raw materials, work-in-process, or finished goods.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, and Products provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

Supplier shall have no obligation to pay an administrative fee hereunder unless and until payment is received from Participating Entities.

The amount of the administrative fee due for each Agreement quarter will be determined by the total net amount, excluding installation, adhesives, freight, taxes, allowances, claims and returns, of Products purchased by a Participating Entity during each quarter the administrative fee Program is in effect. NO ADMINISTRATIVE FEE SHALL APPLY TO INSTALLATION SERVICES.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Sourcewell or Participating Entity must provide at least thirty (30) days' written notice before any audit or inspection. An audits or inspections may not be carried out more frequently than once in any twelve-month period (unless required more frequently by Privacy Laws, an order of a supervisory authority, or otherwise agreed between the parties. Sourcewell or Participating Entity shall pay all reasonable costs and expenses (including without limitation any charges for the time engaged by Supplier, its personnel and professional advisers) incurred by Supplier in complying with this clause. Sourcewell or Participating Entity shall provide to Supplier a copy of any audit reports generated in connection with an audit carried out under this clause, unless prohibited by applicable law.

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

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

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

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

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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

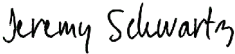
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


22. CANCELLATION

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


Sourcewell

Interface Americas, Inc.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 8/4/2023 | 2:16 PM CDT

DocuSigned by:

 By: 145C81ACBCB7403...
 Jim McKeon
 Title: Interface VP of Sales
 Date: 8/25/2023 | 9:30 AM CDT

Approved:

DocuSigned by:

 By: 48BAF71B0894454...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 8/25/2023 | 9:32 AM CDT

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Interface Americas, Inc.
Address: 1503 Orchard Hill Road
LaGrange, GA 30240
Contact: Sharon Johnson
Email: Contracts.Group@Interface.com
Phone: 706-812-6356
HST#: 582132517

Submission Details

Created On: Tuesday April 25, 2023 07:28:58
Submitted On: Friday June 09, 2023 11:55:32
Submitted By: Sharon Johnson
Email: Contracts.Group@Interface.com
Transaction #: ee09b138-83bd-4166-8cbc-d6555f5a9f33
Submitter's IP Address: 99.1.170.231

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Interface Americas, Inc. (and its subsidiaries: nora Systems, Inc.; InterfaceSERVICES, Inc.)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Interface Americas, Inc. nora Systems, Inc. InterfaceSERVICES, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID (SAM): LHM7L6MMJMA6
5	Proposer Physical Address:	1503 Orchard Hill Road LaGrange, GA 30240
6	Proposer website address (or addresses):	www.Interface.com www.nora.com www.InterfaceSERVICES.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim McKeon Interface VP of Sales 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shannon Griffiths Interface Key Accounts Director 1503 Orchard Hill Road, LaGrange, GA 30240 T: (720) 450-4614 E: shannon.griffiths@interface.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sharon Johnson Interface Contract Procurement Manager 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Interface is the worldwide leader in the design, production, and sale of Carbon Neutral environmentally-responsible modular flooring and an expert in providing installation and flooring recycling services.</p> <p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of Interface branded soft and hard surfaces. Interface modular carpet products are of premium quality from top to bottom. Our innovative backing systems set the industry standard for modular performance and recycled content while our carpet fibers are premium branded, 100% solution-dyed, post-consumer Type 6, and 6,6 Nylon. Interface Luxury Vinyl Tile (LVT) offers the durability and performance expected from our brand, is compatible with our carpet tile module sizes with no transition strips required, and is fully recycled along with our carpet tile at the end of life through our ReEntry® system. nora by Interface rubber floor covering is a powerhouse combination of sustainable quality and outstanding functionality. Pressed under high pressure, the tiles possess a thick, dense, non-porous surface. This makes them extremely resistant to wear and supports fast and easy cleaning.</p> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team that gets to know your business to truly understand how best to manage your projects from inception to completion. Through our ReEntry® program, Interface reclaims used carpet tile and LVT and ensure that nothing ends up in a landfill.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing products and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc.</p> <p>Other distribution methods include our local 3rd party dealer partners. All local dealers that support the Interface brand can access this agreement to support our contract members.</p> <p>For small jobs where the member may have an internal department capable of installing flooring material themselves, buying products only direct from the manufacturer is an option.</p>
12	Does the response include installation services?	Yes
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	N/A
14	How does the Participating Entity select an installer?	Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All local dealers that support the Interface brand can access this agreement to support our contract members. Our local account representative is your primary point of contact and can provide a list of dealers upon request.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business and our credit depart reviews their financials to ensure their accounts with us are in good standing. Our installers attend summits to share best practices and receive training to keep them up to date on the latest trends in the industry.</p> <p>They are licensed and are authorized to sell and install the Interface and nora by Interface product lines. When applicable, they also carry the necessary insurance needed for construction work.</p>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No

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

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

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

Table 3: Pricing Offered

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

Table 4: Pricing and Delivery

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

Line Item	Question	Response *

34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposal pricing is established as a ceiling price by product line item. At no time may the proposed products/services be offered according to this Contract at prices above this ceiling price without approval by Sourcewell. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcewell Member. Allowable particular needs may include specific purchase volume considerations or the creation of custom programs based on the individual needs of Sourcewell Members.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	The proposed labor rates are based on prevailing wage which is established by regulatory agencies for each trade and occupation employed in the performance of public work as well as by State Departments of Labor or their equivalents.	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing is a percentage discount of MSRP. - Interface Carpet Tile: 68% discount - Interface LVT: 64% discount - nora by Interface Sheet Vinyl: 64% discount - nora by Interface Rubber Flooring: 44% discount - Interface Adhesive and Flooring Accessories: 32% discount	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Proposed pricing is a ceiling price and additional discounts are available based on volume.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All new styles introduced will be made available to the Sourcewell Member under the same terms and conditions of this agreement. Upon request, a Sourcewell member may request a "sourced good" from our Sales Representatives, and a formalized quote will be prepared under the same price discount structure of the proposed contract products.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Contract pricing includes material costs and dealer service/project management fees. Federal, state, and local sales, use, excise, ad valorem, and other taxes, and all duties and fees imposed by any governmental authority, and installation are not included. Freight will be prepaid and added as a separate line on the invoice.	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Interface contracts with established freight carriers to procure the best freight rates available for our customers. Freight will be prepaid and added as a separate line on the invoice.	*
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be prepaid and added as a separate line charge on the invoice. Shipping to Alaska and Hawaii is available. Interface has elected not to provide products and services to the Canada Sourcewell members at this time.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While Interface does not own a transportation fleet, we contract with established freight carriers to procure the best freight rates available for our customers. Interface utilizes environmentally responsible packaging that is designed, produced, and distributed to our customers in a sustainable manner, and that minimizes adverse effects on the environment. All packaging is compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements outlined in the UC Sustainable Practices Policy. Interface packaging meets the following criteria listed below: <ul style="list-style-type: none"> • Uses bulk packaging. • Uses reusable packaging • Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product. • Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines. • Uses locally recyclable or certified compostable material. 	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
43	Describe your payment terms and accepted payment methods.	<p>Interface offers Net 30 payment terms. Payment for the Product is expected according to the terms of the agreement, Net 30 pending creditworthiness. If not approved for credit terms, cash before delivery will be required. A 3% fee will be added to all orders paid via credit card. Payment for labor is due upon receipt of the invoice after installation completion. When the installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring materials.</p> <p>The following terms shall apply to all such purchase orders:</p> <ul style="list-style-type: none"> • Subject to approval by the Vendor's credit department, based on its evaluation of Sourcewell Member's creditworthiness in its sole discretion. In the event such approval is not received, terms of payment for sales to Sourcewell or its applicable Member are cash before delivery. • Any credit terms extended to Sourcewell, or its applicable Member herein or otherwise agreed to by Vendor in writing are subject to the continued approval of Vendor's factor or credit department. Should Sourcewell or its applicable Member's creditworthiness deteriorate in the commercially reasonable opinion of Vendor during the Term, Vendor shall have the right to revise the credit terms as it reasonably deems appropriate upon written notice to Sourcewell or its applicable Member, including, without limitation, requiring cash before production or before shipment.
44	Describe any leasing or financing options available for use by educational or governmental entities.	Interface does not offer leasing or financing options.
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>At interface, we want to enter, process, and ship your order as quickly, efficiently, and accurately as possible. In order to do that, we require the information listed below is to be included in every purchase order we receive under all purchasing and installation models outlined in response 68 under Ability to Sell and Deliver Service.</p> <ul style="list-style-type: none"> • COMPLETE COMPANY / INVOICING ADDRESS: Many times the product "ship-to" address is different than the address to which the invoice should be sent. It is critical that both of these addresses are included in every P.O. • PRODUCT NAME, COLOR NUMBER, AND NAME: At Interface, we have over 400 various standard and standard option products available in over 5000 different color combinations. We even have "product families," in which 2 completely different products may share the same color name. That is why it is critical that all of the information that describes the product ordered is included in every order. • ITEMIZED PRODUCT QUANTITY AND PRICES: We quote all of our modular carpet prices by the square yard and our LVT and rubber flooring in square feet. • ENDUSER (MEMBER) AND PROJECT JOB NAME: Project "Side Marks" or "Job Names" are important for both our customers and for Interface. For our customers, it is very helpful when tracking multiple orders for the same project or tracking numerous orders of the same product for different projects • DELIVERY OR "SHIP-TO" ADDRESS WITH PHONE NUMBER • CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. A 3% fee will be added to all orders paid via a credit card.

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our large Customer Service department is divided into 5 regional teams allowing each team to build a personal relationship with their customers. All Customer Service members are trained by the Interface Contract Group on contract opportunities within their regions and are provided with a copy of the member's list and pricing.</p> <p>Upon receipt of a purchase order, 3 audits are required before releasing the order for shipment.</p> <ul style="list-style-type: none"> Audit 1 is performed by the customer service member that received the order before the order is entered. Any missing information or discrepancies are discussed with the customer placing the order. Audit 2 is performed after the order has been entered in the Interface JD Edwards System. Orders received report is sent daily to the AE and their sales support partner who is over those accounts. The report includes the sold-to information, the enduser, products ordered, pricing, and contract tags if applicable. Sales provide the 3rd audit by reviewing their orders received report focusing on enduser accuracy and contract compliance. It is imperative that the customer's purchase order includes the contract name "Sourcewell" and the contracting member (enduser) name be noted on the purchase order to be processed and tracked correctly. <p>ENDUSER (MEMBER) AND PROJECT JOB NAME: Sourcewell Member (Enduser) and Project "Side Marks" or "Job Names" are essential for both our customers and for Interface. For our customers, it is beneficial when tracking contract activity, multiple orders for the same project, or tracking numerous orders of the same product for different projects.</p> <p>CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</p>
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Interface internal metrics to track the success of our contract would include:</p> <ul style="list-style-type: none"> - Year over Year revenue delta - New account creation from the contract - Overall annual revenue
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Interface offers our flooring solutions to Sourcewell and will pay an administrative fee of 2% per the terms outlined below. This Rebate Program shall begin upon the Effective Date of the Agreement and end with the agreement's expiration date.</p> <p>Sourcewell members' purchases will count towards earning a 2% rebate of product sales hereunder. For purposes of this rebate program, a purchase will be deemed to occur upon the Supplier's (or one of its affiliates') receipt of payment from Sourcewell Members. NO REBATE SHALL APPLY TO SERVICES.</p> <p>Within thirty (45) days after the quarter end of each Agreement Year, Supplier will issue rebate payment to Sourcewell via a check, wire transfer, or otherwise.</p>

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Interface is a global flooring solutions enterprise with an integrated portfolio of carpet tile and resilient flooring products, where everything is third-party certified carbon neutral. With our design approach to flooring systems, we help our customers create high-performance interior spaces that have a positive impact on people's lives and the planet. Our range includes Interface® carpet tile and LVT, and nora® by Interface rubber flooring for commercial and residential spaces. It began in 1973 when our founder, Ray Anderson, saw a carpet tile in Europe and recognized its future potential in modern offices. He introduced the concept to America and started a commercial flooring revolution that would spread around the world. Our carpet tiles come in a wide variety of colors, patterns, textures, pile heights, and densities. These varieties are designed to meet both the practical and aesthetic needs of a broad spectrum of commercial interiors.</p> <p>In 2016, we began offering a category of products we call modular resilient flooring, and our first product introductions into this category were LVT products in the United States. Our LVT products are modular and come in sizes that match certain of our modular carpet tile squares and planks. Some of them are engineered to the same or similar height as our modular carpet, which means our customer has the ability to install our LVT and modular carpet products side by side without transition strips or layering.</p> <p>With the acquisition of nora in 2018, we began offering rubber flooring products under the established noraplan and norament brands which enhance the Company's fast-growing resilient flooring portfolio. Rubber flooring is ideal for applications that require hygienic, safe flooring with strong chemical resistance. Rubber flooring is extremely durable compared to other flooring alternatives.</p> <p>Our sustainability strategy began more than 25 years ago with initiatives aimed at reducing waste, environmental footprint, and costs. With our more recent Climate Take Back initiative, we seek to lead the industry in designing and making products in ways that will maintain a climate fit for life.</p> <p>Interface is third-party certified as a Carbon Neutral Enterprise. We neutralized our carbon impact across our entire business, including all operations and our full value chain, marking an important milestone toward our objective to become a restorative and carbon-negative enterprise by 2040.</p>
51	What are your company's expectations in the event of an award?	Interface expects to have the opportunity to offer and sell its flooring products and related services to Sourcewell members throughout the United States. We also understand that while a Sourcewell contract would provide the opportunity to do business with Sourcewell members, Interface must compete with other vendors to win its share of the market.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Interface is a large publicly traded corporation on the NASDAQ exchange under the symbol, "TILE." Interface has grown into a billion-dollar corporation. Interface is constantly trying to improve our innovation.</p> <ul style="list-style-type: none"> * 50 Years of Innovation. * Sales in 100+ Countries. * 3 Manufacturing sites on 4 Continents * 3,600 Global Employees * Global Revenue: 1.2 Billion. <p>A copy of our 2022 Annual Report has been provided as an attachment.</p>
53	What is your US market share for the solutions that you are proposing?	<p>Interface secured our status as a global, world-class flooring solutions company by flexing our strategic muscle to build and grow a diversified product portfolio. Just a few years ago, nearly 100% of our sales were from carpet tile. Today, we have reached more than \$120 million in LVT sales, and our acquisition of nora® has proven to be a resounding success as we continue to take share in the rubber category. Carpet tile accounts for approximately 60% of our 2022 sales.</p> <p>Our diversified product portfolio has helped us deliver on a segmentation strategy that has moved us outside of the office market and further into healthcare, education, multi-family, and public buildings – growth sectors that account for more than half of our global sales in 2022.</p>
54	What is your Canadian market share for the solutions that you are proposing?	Our sales in the Canadian market accounted for 10% of our 2022 Americas sales.
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Interface has never petitioned for bankruptcy protection.

56	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of Interface branded soft and hard surfaces. We currently have hundreds of Interface-employed sales representatives who interact with end-user customers as well as dealers/contractors located across the United States.</p> <p>Our business model incorporates the following methods to support products and services under the Sourcewell agreement:</p> <p>Our preferred "One Point of Contact" method, we promote InterfaceSERVICES to manage your projects. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team of Interface employed personnel highly trained in managing your projects from inception to completion.</p> <p>Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business. They attend regular installer summits to share best practices and training to keep them up to date on the latest trends in the industry.</p>
57	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Interface has never been barred or suspended from doing business in any geographical area or business segment.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Interface Awards & Recognition</p> <p>2022 AWARDS</p> <ul style="list-style-type: none"> • Healthcare Facilities Symposium Distinction Awards • Metropolis Planet Positive Awards • Spaces4Learning New Product Award 2022 • Interior Design HiP Award - Education/Government/Institutional Flooring Honoree • Interior Design HiP Award - Health & Wellness Flooring Winner • Interior Design HiP Award - Workplace Carpet Honoree • Interior Design HiP Award - Workplace Hard Flooring Honoree • Interior Design HiP Award - Hospitality Flooring Honoree • Interior Design HiP Award - HiP Manufacturer Rising Star Winner • Interior Design Best of Year Awards - Honoree • Metropolis Likes Winner • E+E Leader Awards - Carbon Negative Carpet Tiles and Backings • NYCxDesign - Finalist <p>2021 AWARDS</p> <ul style="list-style-type: none"> • Fortune Change the World - Winner • Interior Design HiP Award - Health and Wellness Winner • Interior Design HiP Award - Hospitality Honoree • Interior Design HiP Award - Education/Government/Institutional Honoree • Interior Design HiP Award - Workplace Hard Surface Honoree • Interior Design HiP Award - Workplace Carpet Honoree • Interior Design HiP Award - Lifetime of HiPness Winner • Interior Design HiP Award - Leader Honoree • Interior Design HiP Award - Marketer Honoree • Metropolis' #MetropolisLikes NeoCon Winner • Reddot's 2021 Rubber Flooring Winner • Interior Design's NYCxDesign Award Contract Flooring Honoree • 2021 Sustainability Leaders Survey by GlobeScan and SustainAbility • Metropolis' Planet Positive Award Honoree • Spaces4Learning's New Product Award Winner • Floor Covering Weekly's GreenStep Awards - Pinnacle Award Honoree • Interior Design's NYCxDESIGN Award - Contract Flooring Honoree • BuildingGreen's Top 10 Products for 2021 <p>2020 AWARDS</p> <ul style="list-style-type: none"> • Fast Company's Most Innovative Companies - Energy Category

- Corporate Knights' Green 50
- Architect Magazine's Spring Product Call
- Metropolis' #MetropolisLikes NeoCon Award
- Floor Covering Weekly's GreenStep Awards - Practice / Process Nominee
- ArchDaily's Building of the Year 2020 Finalist
- Interior Design NYCxDesign Awards - Contract Flooring Honoree
- Interior Design HiP Award - Workplace Hard Flooring Honoree
- Interior Design HiP Award - Workplace Flooring Honoree
- Interior Design HiP Award - Manufacturer: Leader Winner
- Interior Design HiP Award - Hospitality Flooring Winner
- Designer Pages' Spec Star Winners
- Spaces4Learning's New Product Awards - Flooring
- Facility Executive's Readers' Choice Awards - Flooring
- BUILDINGS Product Innovations Award - Grand Prize Winner
- FacilitiesNet Vision Awards - Interiors Winner
- Spaces4Learning New Product Award - Building Interiors - Flooring
- Atlanta Business Chronicle Georgia's Top 50 Public Companies
- 2020 Sustainability Leaders Survey by GlobeScan and SustainAbility
- Indesign Live's 2020 Sustainability Awards - Green Building Material Innovation Winner
- Metropolis' #MetropolisLikes NYXxDESIGN Award Winner
- UN Climate Change's 2020 Global Climate Action Award Winner
- FX's 2020 International Interior Design Awards - Floor Covering Category Winner
- FX's 2020 International Interior Design Awards - Product Designer of the Year Category Winner
- Interior Design's 2020 Best of Year Awards - Modular Carpet Category Winner
- Interior Design's 2020 Best of Year Awards - Environmental Impact Category Honoree

2019 AWARDS

- Modern Luxury Interiors' 2019 Design Excellence Awards - Silver Winner
- Metro Atlanta Chamber's 2019 E3 Awards - Built Environment Award Winner
- 2019 Sustainability Leaders Survey by GlobeScan and SustainAbility
- World Architecture News Awards - Adaptive Reuse Category Winner
- Georgia Trend's Top 100 Public Companies
- Atlanta Urban Design Commission Awards - Award of Excellence for Sustainable Design
- AIA's Georgia Design Awards
- Interior Design's NYCxDesign Awards Contract Flooring Honoree
- Building Design + Construction's 101 Top Products of 2019
- Interior Design's Best of Year Awards - Sustainable Design Winner
- Atlanta Business Chronicle's 40 Under Forty Awards
- Floor Covering Weekly's GreenStep Awards
- Metropolis' #MetropolisLikes NeoCon Award
- BUILDINGS Product Innovations Award
- Interior Design HiP Award - Workplace Hard Flooring Winner
- Interior Design HiP Award - Health & Wellness Flooring Honoree
- Interior Design HiP Award - Marketer Honoree
- Interior Design HiP Award - Manufacturer Rising Star Honoree
- Interior Design HiP Award - Education/Government/Institutional Flooring Honoree
- Interior Design HiP Award - Manufacturer Leader Winner
- ARCHITECT Magazine's Spring Product Call

2018 AWARDS

- Fast Company's Innovation by Design Awards
- School Planning & Management and College Planning & Management 2018 New Product Award Winner
- Building Design + Construction's 101 Top Products - Flooring
- Interior Design's Best of Year Awards - Hard Flooring Honoree
- Interior Design's Best of Year Awards - Modular Carpet Honoree
- 2018 Sustainability Leaders Survey by GlobeScan and SustainAbility
- Georgia Water Coalition's Clean 13
- Floor Covering Weekly's GreenStep Awards - Product Winner
- BUILDINGS' Product Innovations Award Runner-Up
- Interior Design HiP Award - Workplace Flooring: Hard Surface Winner

59	What percentage of your sales are to the governmental sector in the past three years?	5% of Interface sales are attributed to governmental sector.	*
60	What percentage of your sales are to the education sector in the past three years?	15% of Interface sales are attributed to the educational sector.	*

61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface's experience with state and education contracts is extensive. We continue to maintain cooperative agreements with Sourcewell, OMNIA, Equalis Group, and E&I. Our state and education contract sales continue to grow year over year. Interface holds forty-four state and education contracts of which seven of these state contracts utilize the Sourcewell agreement as their basis of award. Sales under our state, institutional, and cooperative purchasing contracts have exceeded fifty million dollars for the 2020-2022 term. During fiscal years 2020 and 2021, the COVID-19 pandemic impacted areas where we operate and sell our products and services. Government restrictions and shutdowns around the world resulted in lower contract sales, but we are seeing a strong recovery for the 2023 term exceeding, or pre-pandemic contract sales records.	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface has held a Federal GSA contract for over thirty-nine years. Our GSA Contract (GS03F056AA) generates over one million in annual sales each year. Interface is proud to be a new supplier for the United State Air Force with a recently awarded five-year contract.	*

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Penn State University	Education	Pennsylvania - PA	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 120K Square Yards	Over 3.1 million
Ft. Worth ISD	Education	Texas - TX	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 107K Square Yards	Over 2.3 million
Los Alamos National Laboratory	Government	New Mexico - NM	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 118K Square Yards	Over 2.6 million
University of Georgia	Education	Georgia - GA	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 103K Square Yards	Over 1.9 million
Eagle Mountain Saginaw ISD	Education	Texas - TX	Supply and install Interface branded carpet tile, LVT and rubber flooring.	Over 94K Square Yards	Over 1.8 million

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Pinellas County School Board	Chris Mano	727-547-7152; manoc@pcsb.org
School District of Manatee County	Rusty Moore	941-708-8800 x44112 Moore1r@manateeschools.net
Broward County Public Schools	Tony Grayson	754-321-4622 Tony.grayson@browardschools.com

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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65	Sales force.	<p>An important component of our competitive position is the quality of our management team and its commitment to developing and maintaining an engaged and accountable workforce.</p> <p>Our professional field sales staff will help you choose the flooring for your application and answer your product specification questions. We work with architects, designers, consultant engineers, flooring contractors, and owners every day. It's our job to provide comprehensive customer service, project planning, product specification, technical support, and dependable order processing.</p> <p>Our Key Accounts Directors are specialists in their field and their experience spans a wide spectrum of segments including healthcare, education, and public buildings. Their advice can be invaluable on complex projects. By sharing our specialized knowledge with you, we can help you specify flooring with the functional properties you need for different spaces. This gives you more time to focus on your overall design concept, which is particularly important on large-scale projects.</p>	*
66	Service force.	<p>We assure Sourcewell that your members will be serviced to the highest level of attention and responsiveness. We have 40+ in-house and field service team members with many talents and areas of expertise from design concepts, and turn-key installation through our subsidiary, InterfaceSERVICES to recycle your old carpet through our ReEntry program.</p> <p>Our Technical Department is the primary contact for installation companies and contractors concerning sub-floor preparation, installation techniques, questions of care, and cleaning. We are always ready to share our knowledge of rubber flooring installation and maintenance. Warranty and maintenance manuals can be provided, and on-site training is available.</p>	*
67	Dealer network or other distribution methods.	<p>Interface has an extensive dealer network that has completed sales and installation training. They are licensed and are authorized to sell and install the Interface and nora by Interface product lines. When applicable, they also carry the necessary insurance needed for construction work.</p> <p>These authorized dealers are independently owned throughout the US and will be the point of contact for quotes, take-offs, logistics, and invoicing. Interface will make contract pricing available to local dealers.</p> <p>All local dealers that support the Interface brands can access this agreement to support our contract members. A list of dealers is available upon request.</p>	*

68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>We successfully employ the following purchasing and installation models for our contract members.</p> <p>1) MANUFACTURER - ONE POINT OF CONTACT: Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Mr. Barry Ryskamp will be the primary point of contact for the Sourcewell members with a highly skilled staff operating under his direction. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.</p> <p>Interface Americas, Inc. dba InterfaceSERVICES, Inc. 106 Northpoint Parkway, Suite 300, Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127</p> <p>2) LOCAL DEALERS - DEALER-ASSISTED PURCHASING: This route to market is through a network of independent dealers who carry out local delivery procedures and installation. These dealer partners and distributors are responsible for handling the project take-offs, placing the carpet material order to Interface, coordinating shipment to the job site with the customer, scheduling installation with the customer and any costs associated with these items;, and the labor installation costs and labor warranty. Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members.</p> <p>3) MANUFACTURER - MATERIAL SOURCE: Members planning the installation of small projects in-house and Local Dealers will purchase material only direct from the mill as their material source point of contact.</p> <p>Interface Modular Carpet and LVT Material Source:</p> <p>Interface Americas, Inc. 1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com</p> <p>Interface Rubber Flooring Material Source:</p> <p>Nora Systems, Inc. (nora by Interface) 9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096</p>
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Interface firmly believes that our success as a leader in the commercial carpet industry and as a corporate role model in our global and local communities is closely tied to our relationships with our business partners.</p> <p>Interface has a nationwide network of independent dealers that can provide mill certified installation and service. Local dealers that offer the Interface brand will be able to support the needs of the contract members. To be included in the Interface dealer network program, each dealer has been trained in the installation of the Interface and nora by Interface branded flooring products and their financial standing has been reviewed by Interface.</p> <p>These professionals include established minority-owned service providers that will offer contract members an opportunity to expand their supplier bases with qualified and certified minority-owned suppliers.</p>
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Interface Customer Service is located in LaGrange, Georgia, and Salem, New Hampshire where there is phone coverage from 8:00 a.m. until 5:00 p.m. EST, Monday through Friday. We currently have hundreds of Interface employed Account Representatives who interact with end-user customers as well as dealers located across the United States. Our representatives in your area will be the after-hours point of contact and can support all our your needs 24 hours a day.</p> <p>Standard Product Production Lead Time:</p> <ul style="list-style-type: none"> • Modular carpet tile (6 – 10 weeks) • LVT (8 – 12 weeks) • Rubber Flooring (8 – 12 weeks)

71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through our corporately employed sales staff and extensive dealer networks, we would be more than willing and capable to service all Sourcewell members across the United States.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Interface has elected to not provide products and services to the Canada Sourcewell members at this time.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Interface will support all geographic areas of the United States.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Interface is not aware of any restrictions that would prohibit our ability to service all public sector market segments or US-based Sourcewell members.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Interface is not aware of any restrictions that would prohibit our ability to service these geographical areas.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Interface has a dedicated marketing department and incredible online tools which will provide easy access to flooring samples and specifications by the Sourcewell members. Our ninety-day marketing plan begins from the award date of the agreement describing the strategy to market the agreement to public agencies nationwide immediately upon award. This plan could include, but is not limited to:</p> <ul style="list-style-type: none"> • Creation and distribution of a co-branded press release to trade publications • Announce contract details, and contact information through a multiple-touch email campaign to all Sourcewell members. • Design, publication, and distribution of co-branded marketing materials as needed per Interface's discretion. • At Interface's discretion, plan to attend and participate in national, regional, and Interfacerspecific trade shows, conferences, and meetings throughout the term of the agreement. <p>Ongoing marketing and promotion of the agreement to the members will continue throughout its term (case studies, collateral pieces, presentations, promotions, etc.)</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our website can be found at www.Interface.com or www.nora.com. The website is a searchable online library of all products available on the Sourcewell contract. Here, customers can find out who we are as a company, high-level information about our products, market segment information, how to contact us, and the practices that have put us on the road to being a sustainable company.</p> <p>In addition, through our website, we have made it easy to view and request samples of our products. We also use technology that allows us to provide digital, simulated samples of our products, which helps reduce raw material and energy consumption associated with our samples.</p> <p>Connect with us: Facebook: https://www.facebook.com/Interface Twitter: https://twitter.com/InterfaceInc YouTube: https://www.youtube.com/c/interface Pinterest: https://www.pinterest.com/interface/ LinkedIn: https://www.linkedin.com/company/interface</p>
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's opportunity to market nationally with a unified contract message should continue to increase contracts arising from this RFP along with Sourcewell's continued guidance and encouragement of vendor relationships with an insight into the best way to support and serve their members.</p> <p>Interface will distribute the Sourcewell pricing and pricing strategy through email to our sales force individually providing the information to each representative. Further, Interface publishes an in-house newsletter called, "The Sales Playbook." This is published every month and will allow us to describe the product and pricing strategy for the Sourcewell contract. Finally, Interface also has an Internal Facebook called Workplace. All Interface sales associates have access to Workplace, and information, as well as the ability to ask and answer questions, is resident there.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Interface does not offer e-procurement ordering platforms for products or services. Due to the complex components a flooring project may require, a Sourcewell member-driven online selection and ordering process would not ensure the entire needs of the flooring project are taken care of.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Interface is a carpet manufacturer but can offer training and instruction manuals on proper installation and maintenance practices. Upon request, Interface can provide in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and chemicals, a walk-through of the facility pointing out areas of concern, and if needed, a live demonstration of the proper use of the maintenance equipment. We can accommodate any special request the client has including multiple training sessions for off-shift employees.</p> <p>Although we cannot offer a maintenance service program, our approved installers may have a solution. By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment.</p>

82	Describe any technological advances that your proposed products or services offer.	<p>Carbon Neutral Floors: The flooring products we sell are carbon neutral across the full product life cycle through our Carbon Neutral Floors program.</p> <p>Product Transparency: We enlist outside partners to evaluate the environmental and human impacts of our flooring.</p> <p>Recycling & Reuse: We have been actively collecting and recycling post-consumer vinyl-backed carpet tiles for more than 25 years.</p>	*
83	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In more than twenty-five years since starting our sustainability journey, we have transformed our company and achieved aggressive goals. We have deeply reduced the environmental impacts of our business and operations, transformed our supply chain and our products, and implemented new business models.</p> <p>We remain committed to achieving the aspirational goals we set when we started our sustainability journey, and we continue to challenge ourselves to embrace transformational new goals. In 2016, we committed to a new mission – to reverse global warming and create a climate fit for life. Utilizing guidance under the UN’s Sustainable Development Goals and other science-based methodologies, Climate Take Back™ calls us to find ways to not only operate a net-zero business but also to create a positive impact on the environment through our operations.</p> <p>Our Climate Take Back plan includes our goals to be carbon negative by 2040 and to operate our manufacturing sites with 100% renewable energy. Interface has significantly reduced its carbon emissions over the past few decades. The flooring products we sell — including carpet tile, LVT, and rubber — are carbon neutral across their full product life cycle through our third-party verified Carbon Neutral Floors™ program, as well as our business through our Carbon Neutral Enterprise program. Our programs are third-party verified to PAS 2060.</p> <p>Quantifying the Impact: We don’t merely talk the talk on sustainability—we walk the walk.</p> <ul style="list-style-type: none"> • 76% of energy used at our manufacturing sites is renewable. • 96% reduction of market-based GHG emissions at our manufacturing sites. • 85% of manufacturing material waste sent to landfills are down since 1996. • 50% of the materials in our flooring products are recycled or bio-based. 	*
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>At Interface, we create floors that combine visual appeal, functional performance, and design freedom. Interface commercial flooring products can improve your space, including odor resistance and high-performance fibers.</p> <ul style="list-style-type: none"> • Our premium, solution-dyed fibers with a low modification ratio ensures long-lasting performance. We choose fibers with the highest recycled content possible (post-consumer and post-industrial) to lower the environmental impact of our products. • All Interface flooring and adhesives are third-party certified for low VOC emissions in compliance with the California Department of Public Health (CDPH) 01350 Standard. • i2 makes long-term maintenance easy and maximizes your bottom line. Less waste means more savings. • Industry-leading protection against the growth of mold, mildew, and other odor-causing microorganisms <p>Interface offers a breadth of LVT styles in various sizes and finishes from popular stones and woodgrains to playful patterns and sophisticated textures. As part of our overall flooring system, our LVT is designed to integrate with our carpet tiles, vinyl sheet, and nora® rubber. So, you can create a cohesive look throughout your space with flooring types that are just right for each area. Our LVT has a high-quality finish, making it ideal for residential and commercial environments.</p> <ul style="list-style-type: none"> • Our superior Sound Choice™ backing means less noise, even on hard floors – so you can build spaces made for concentration. • Our luxury vinyl tiles use a Ceramor™ ceramic bead coating – so it’s resistant to scratching and scuffing. • LVT can be fit into place with ease, often without the need for transition strips. 	

85	<p>Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>At Interface, we are committed to product transparency. We voluntarily disclose product ingredients through Environmental Product Declarations (EPDs) and Health Product Declarations (HPDs). Over 90% of our products in carpet tile, resilient, and rubber are covered by EPDs. We also provide ingredient detail on our products through sustainable product certifications including Cradle to Cradle and Declare product labels.</p> <ul style="list-style-type: none"> Environmental Product Declaration (EPD): https://www.interface.com/US/en-US/sustainability/epds.html Health Product Declaration (HPD): https://www.interface.com/US/en-US/sustainability/hpds.html <p>We also provide ingredient detail on our products through sustainable product certifications including Cradle to Cradle and Declare product labels.</p> <ul style="list-style-type: none"> Carbon Neutral Floors: https://www.interface.com/US/en-US/sustainability/carbon-neutral-floors.html Cradle 2 Cradle Silver: https://c2ccertified.org/certified-products-and-materials/interface-modular-carpet-on-cquestbiobiox Green Label Plus: https://carpet-rug.org/testing/green-label-plus/?highlight=green%20label%20plus GREENGUARD Gold: https://spot.ul.com/main-app/products/detail/616489c83236aec8c1dc5062?page_type=Products%20Catalog FloorScore: https://www.scsglobal services.com/services/floorscore
86	<p>Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.</p>	<p>Interface Americas, Inc. is a large, diverse, publicly-traded company. Our desire at Interface is to build opportunity while maximizing social responsibility and that desire has given rise to increasingly effective diversity initiatives in our company. Interface will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts, and direct Sourcwell members to SBA-defined local dealers in their area.</p>
87	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Interface offers a unique and valuable resource with concept design services, turnkey project management, and flooring reclamation. Our team has many value-added services to help with all of your flooring needs.</p> <p>Services Offered:</p> <ul style="list-style-type: none"> Design Consultation – phone or field consultation with a concept designer Turnkey – finish plan and rendered plan, estimates, carpet and LVT, material and labor quotes, phasing schedules, and installation diagrams Design Service – 5 to 7-day turnaround Solution Providers – provide finish plan options Product/Color suggestions Multiple Locations – provide a consistent design and installation service Construction Documents – provide DXF file to the customer Technical Support – partner with installation teams to assure accurate installation <p>Turnkey project management: InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We dedicate a team that gets to know your business to truly understand how best to manage your projects from inception to completion.</p> <p>Carpet Recycling: ReEntry® is Interface's product end-of-life solution to keep as much flooring as possible out of landfills around the world. We will take our products as well as approved competitors' products back anywhere in the world. Interface's ReEntry program arranges for the reclamation, reuse, and recycling of our products, ensuring that no product that enters our system ends up in the landfill.</p>

Table 14A: Warranty

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

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	<p>If a product fails to perform as warranted, Interface will correct the problem at no charge. Interface warrants its modular carpet and LVT products for up to 15 years from the date of invoice. Rubber flooring and accessories will have a site-specific wear warranty that will cover 10 years.</p> <p>All Interface products are warranted against excessive surface wear, edge ravel, backing separation, shrinking, stretching, and static electricity. A 20-year warranty is offered for modular carpets when used in the classroom, corridor, and office applications in schools (K-12 and higher education). Claims Procedure - Interface's carpet must be installed using the company's Installation guidelines and specifications to validate the warranty. We have a certified and trained technical support department, Customer Quality Assurance, which can respond quickly to assist with any issue or problem.</p> <p>See Attachment: Product and Workmanship Warranties - Interface Americas in support of the products offered in this RFP.</p>	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>This warranty does not cover tears, burns, cuts, pulls, or other damage, deterioration, problems, or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, use on stairs, or use with athletic equipment. Moisture and pH testing are not the responsibility of Interface, and issues related to or arising from excessive moisture and/or pH are specifically excluded from this warranty except as expressly set forth herein and in Interface's installation instructions. This warranty does not cover any problems or damages arising from or related to the use of adhesives or non-recommended installation techniques or conditions.</p>	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>None, within the United States. All inquiries, complaints, or warranty claims should be directed to the local Interface sales primary point of contact any time of day, 24/7, 365 days/year. An immediate plan of action will be discussed with the Sourcewell members' point of contact and put in motion depending on the issue and action required. All resources available to Interface would be utilized to address the problem immediately. These resources include field service directors and technicians and local service providers, and partners. If immediate action is not necessary, a Customer Quality Response Form will be completed, forwarded, and assigned to one of the Field Service Directors who will review the claim. If resolution by phone is impractical, the claim will be assigned to one of the Field Service Directors, and the Sales Representatives will arrange for an on-site meeting with the customer and the installation floor covering contractor. At that point, a recommendation for the resolution of the claim will be made and expedited.</p> <p>Interface has elected not to provide products and services to the Canada Sourcewell members at this time.</p>	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer's product warranty will apply.	*

93	What are your proposed exchange and return programs and policies?	<p>Interface takes full responsibility for our errors and supports our customers when their choice or products change.</p> <p>ORDER CHANGES: All order change and cancellation requests are subject to Seller approval and Seller reserves the right to use its sole judgment and discretion when and under what circumstances it will approve a change to or cancellation of an order. In the event Buyer desires to cancel any order after Seller's Order Confirmation has been sent to Buyer, Buyer shall be charged a minimum fee of 25% of the purchase price, which fee shall be due and payable to Seller within 30 days of cancellation. Buyer and Seller agree that the damages which Seller would incur in the event of cancellation are difficult to estimate and that the cancellation fee is a reasonable estimate of the likely damages in such event.</p> <p>INSPECTION: Buyer must inspect Products immediately upon delivery and report shortages or issues to Seller no later than 10 days after receipt. Failure to inspect and report within 10 days after receipt may, at Seller's sole discretion, result in forfeiture of Buyer's right to further action, and Buyer will be held responsible for the entire invoice amount. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or nonconformities in Products are discoverable by inspection upon delivery of Products to Buyer, all obligations of Seller to Buyer with respect to such defects, shortages, or nonconformities (other than Seller's obligations under the Limited Warranty set forth below) shall be deemed to be waived by Buyer unless Buyer notifies Seller of such defects, shortages, or nonconformities in writing within sixty (60) days after delivery of Products. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by Seller for any amount due to Seller by Buyer) may be brought more than one year after the cause of action has arisen.</p> <p>RETURNS: All returns are subject to Seller approval and must comply with Seller's return policies as communicated by Seller at the time of return. No partial returns will be accepted. No adhesives will be accepted for return. At Seller's discretion, a restocking charge of 45% or more of the purchase price of Products may be charged on returns; credit will only be issued on receipt of material that is NEW and in SALEABLE condition.</p>	*
94	Describe any service contract options for the items included in your proposal.	<p>Interface is a flooring manufacturer. Although we cannot offer service contracts such as a flooring maintenance service program, our approved installers may have a solution outside of this agreement.</p> <p>Interface offers instructions on proper installation practices and in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and cleaning agents, a walk-through of facilities, and demonstrations for the proper use of the maintenance equipment. A contract is not required for these services and is free of charge to our customers.</p>	*

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
95	Describe any performance standards or guarantees that apply to your services	<p>Interface will monitor satisfaction through customer surveys, key performance indicators, and depending on Sourcewell preference, weekly, monthly, or quarterly business review meetings. Customer surveys monitor satisfaction rates for response time, quality of the information received, professionalism, and convenience. KPIs measure order accuracy, off quality, on-time delivery, purchase history, stock and hold inventory levels, diversity spending, and recycling. We have found the most effective way to measure customer satisfaction is through face-to-face business review meetings covering all the aforementioned topics.</p>	*
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Sense of Urgency-Shipping first quality carpet on time is our number one priority. Our on-time delivery rate is greater than 95%. In 2022 our off-quality claim rate was 1.34% compared with industry average rates of 3% to 5%. It is our goal to address claims immediately and offer solutions in a timely and effective manner.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell - Interface Americas, Inc. Price List 6.13.2023.xlsx - Friday June 09, 2023 11:00:16
 - [Financial Strength and Stability](#) - Annual Report 2022_Interface Americas.pdf - Monday June 05, 2023 13:29:17
 - [Marketing Plan/Samples](#) - Marketing Plan - Interface Americas, Inc.pdf - Tuesday June 06, 2023 11:12:27
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE Certification Statement_Interface Americas.docx - Friday June 09, 2023 11:42:22
 - [Warranty Information](#) - Product and Workmanship Warranties - Interface Americas.pdf - Thursday May 18, 2023 14:33:48
 - [Standard Transaction Document Samples](#) - Invoice Sample_Interface Americas.pdf - Friday June 09, 2023 07:49:10
 - [Requested Exceptions](#) - RFP_061323_Flooring_Contract_Template_IFS Redlines 05.17.2023.docx - Monday June 05, 2023 13:27:09
 - [Upload Additional Document](#) - Additional Documents_Interface Americas.pdf - Friday June 09, 2023 11:14:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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