



Solicitation Number: RFP#080819

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use as provided in Vendor's warranty information included in Attachment A. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

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

3. PRICING

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

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

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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

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

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

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

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$2,000,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or

subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years

after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

24. CANCELLATION

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

Signature Page Follows

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO
Date: 10/14/2019 | 11:36 AM CDT

Mohawk Carpet Distribution

DocuSigned by:
By: Earle Jenkins
EC843B5CFCC6476...
Earle Jenkins

Title: VP Government and Education
Date: 10/16/2019 | 8:50 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO
Date: 10/14/2019 | 11:54 AM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Mohawk Carpet Distribution, Inc.
Address: 160 S. Industrial Blvd.
P.O. Box 12069
Calhoun, Georgia 30701
Contact: Frank Mitchell
Email: frank_mitchell@mohawkind.com
Phone: 571-575-0397
Fax: 800-832-0080
HST#: 58-2173403

Submission Details

Created On: Tuesday June 18, 2019 15:11:52
Submitted On: Tuesday August 06, 2019 16:02:44
Submitted By: Lacreata Hackney
Email: lacreta_hackney@mohawkind.com
Transaction #: 73c0ce76-1aa0-4e74-9ead-497d74af72d6
Submitter's IP Address: 199.71.179.17

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mohawk Carpet Distribution, Inc.
2	Proposer Address:	160 South Industrial Blvd., Calhoun, Georgia 30701
3	Proposer website address:	www.mohawkgroup.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Earle Jenkins VP Government and Education 160 S. Industrial Blvd. Calhoun, GA 30701 earle_jenkins@mohawkind.com 305.205.6096
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lacreta Hackney Account Services Administrator 160 S. Industrial Blvd. Calhoun, GA 30701 lacreta_hackney@mohawkind.com 706.624.2187
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Lang RVP, Government and Education 160 S. Industrial Blvd. Calhoun, GA 30701 scott_d_lang@mohawkind.com 617.992.8164

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Mohawk is a dominant supplier in the commercial marketplace. Mohawk is founded on three of the oldest and most respected brands in the industry – Karastan, Lees and Bigelow - dating back to 1825. We have been producing carpeting continuously for over 180 years. Today, Mohawk (NYSE: MHK) is the largest flooring company in the world with annual revenues over \$7 billion.</p> <p>In the last three years, Mohawk has realized over 35% growth in its fiber extrusion capabilities. This has allowed us to bring innovative, higher-performing, better designed, and lower cost products to the market.</p> <p>Since 2001, Mohawk Industries has been granted 151 patents, including polymer blends for improved value and performance, enhancement of dyeing and performance for commercial carpet, fiber design for improved aesthetics and performance, 100% post-consumer carpet fiber, and new extrusion technology to make BCF from recycled PET bottles.</p> <p>Mohawk's fundamental corporate values:</p> <ul style="list-style-type: none"> • Act with uncompromising honesty and integrity in everything we do • Satisfy our customers with innovative technology and superior quality, value and service • Provide our investors an attractive return through sustainable, global growth • Respect our social and physical environment around the world • Value and develop our employees' diverse talents, initiative and leadership • Earn the admiration of all those associated with Mohawk Industries, worldwide <p>We do not wish to be a transactional company. We look to cultivate long-term relationships. When we secure end users, we want them to be customers for life. Additionally, we have a philosophy to provide true value. Be it in service, performance or aesthetics, we look to long term, lifecycle value. Part of our strategy to ensure customers for life is developed from our reputation for accountability; when problems occur, it is our reputation for prompt resolution that ultimately defines us.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	Mohawk Group will propose our complete commercial portfolio including broadloom carpet, carpet tiles inclusive of square and plank, walk off carpet tiles, luxury vinyl tile, wood, laminate, sheet vinyl, rubber tile, rubber sheet, adhesives, ancillary items including trims and base. Mohawk Group will also offer delivery, installation services for all the above listed products along with reclamation services, and ceramic installation.

9	What are your company's expectations in the event of an award?	Upon award, Mohawk expects to utilize our Sourcwell contract to expand our footprint in the government and education segments. We believe the strong partnership with Sourcwell puts our segmented salesforce in a position to align with local subcontractors to bring Sourcwell members a one source solution.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mohawk 2018 Annual Report is uploaded as supporting document.
11	What is your US market share for the solutions that you are proposing?	Mohawk's hard surface market share in the US is 15%. Mohawk's soft surface market share is 15%-25%.
12	What is your Canadian market share, if any?	Mohawk's hard surface market share is 5%. Mohawk's soft surface market share is 15%-25%
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, distributor/dealer, or a combination of your sales and service force and with your dealer?	Mohawk is best described as a flooring manufacturer who has the capacity to provide services through our turnkey division known as MohawkOne. Mohawk maintains a commercial sales force of 152 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 4 Regional Vice Presidents of Strategic Accounts, and 134 Account Executives situated strategically across the United States and Canada. Mohawk views our dealers as partners in our daily operations. Mohawk partners with 481 local subcontractor/dealers who will serve as the labor subcontractors if awarded this contract, so the relationship maintained with our dealers is vital in the success of our business. Dealers are not direct Mohawk employees and will be locally subcontracted for work to be performed in their respective areas.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mohawk holds a business license in all 50 states, as well as, Canada.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Mohawk does not have any suspension and disbarment information to disclose.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Carpet i. Carpet Tile ii. Carpet Broadloom • Hard Surface i. Luxury Vinyl Tile ii. Sheet Vinyl iii. Rubber iv. Wood v. Laminate • Labor • Adhesive • Accessories

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Mohawk has received numerous design awards including: Best of Neocon, Metropolis Magazine, HIP Awards IIDA, Healthcare Design- Best of Show. Mohawk Group is proud to have been awarded for our innovation, products, and people. Award List: https://www.mohawkgroup.com/about-us/awards
19	What percentage of your sales are to the governmental sector in the past three years	2016 – 14% 2017 – 19% 2018 – 21%
20	What percentage of your sales are to the education sector in the past three years	2016 – 7% 2017 – 8% 2018 – 7%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Contracts General Services Administration (GSA) National Joint Powers Alliance (NJPA)/Sourcewell NASPO ValuePoint (NVP) Department of the Air Force National IPA (TCPN)/Omnia Partners State Contracts Alaska California Connecticut Florida Illinois Iowa Kentucky Louisiana Massachusetts Mississippi Missouri Nevada New Jersey New York North Carolina Ohio Pennsylvania Tennessee Texas Utah Washington Volume sales are confidential.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS03F077AA 2017 - \$5,591,247 2018 - \$4,101,963 2019 YTD – \$2,376,071

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
State of Kentucky	Daniel Salvato Daniel.salvato@ky.gov	P:502-564-5862
State of North Carolina	Bahaa Jizi Bahaa.jizi@doc.nc.gov	P: 919-807-4520
State of Washington	Clayton Long Clayton.long@des.wa.gov	P: 360-407-8508

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), 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 *
Berryessa Union School District	Education	California - CA	Install Labor and Material in six schools	\$2.3 million	\$3.8 million
Cupertino Union School District	Education	California - CA	Labor and Material in seven schools within the district	\$1.3 million	\$1.5 million
Dept. of Management Services	Government	Florida - FL	Labor Only for DOH Bldg. 2585	\$216,391	\$1.3 million
Pasco County	Government	Florida - FL	Labor and materials for Tech School	\$127,035	\$1.4 million
Coller County	Government	Florida - FL	Labor and Materials for Offices	\$359,384	\$1 million

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	Commercial Sales Gov/Ed Division attached.
26	Dealer network or other distribution methods.	Mohawk has partnered with over 5,000 dealers nationwide, including Canada. We have Dealer Partners in every region of every state in the U.S., as well as partners around the world. Our network of independent dealers offers onsite competitive service for all your installation needs.
27	Service force.	<p>Our Sales and After-Market Service organizational structure is customer centric, literally revolving around the customer. We have local Account Executives to give detailed attention to servicing our customer's needs before, during, and after the sale. Backing them up are Regional Vice Presidents to give support to any necessary initiatives, and Strategic Account Managers to help manage the national/global footprint.</p> <p>Mohawk is the prime vendor of the top commercial installation networks in North America representing a \$3 billion infrastructure with central coordination to ensure consistent, on time and on budget installation, project management and materials management. This network offers onsite competitive service for all your installation needs. Through this network we have the capability to manage installation services either through a turnkey or a direct sales approach with consistent service and quality.</p> <p>It is our intent to provide our customers consistent competitive pricing, a full complement of services, accurate reporting of activity, and a competent network of installation partners to perform the installation and service requirements for successful projects and an ongoing flooring program. The components of our Strategic Account MVP program provide all of this supported by one of the leading manufacturers in the industry. It is the foundation for the ongoing relationships we have enjoyed and the primary reason for our position in the industry.</p> <p>All installers are vetted and Mohawk approved. Many are factory or field trained by our Field Managers. Mohawk vets our installation partners by only using proven installers with whom we have long term experience or who come highly recommended to us from only highly trusted sources. We hold our installers responsible for the quality of their installations by requiring references, by requiring that they hold all proper insurance documentation, by requiring that they have crews large enough for the scope of work required, and that their skills fit the job at hand. We also ask for each installation that our customer sign off on the job with comments related to each installation for ongoing vetting. Performance criteria of our installer partners is based on: On time delivery of services, accuracy and response time of customer service, customer satisfaction survey per job (sign off), accuracy of performance, and whether our partners stand behind their work.</p>
28	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.	MohawkOne Capabilities flyer attached.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Mohawk will service all areas.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mohawk will service all members.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Additional freight will be quoted to transport material outside of the contiguous United States.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every year Mohawk holds regional meetings with our segmented salesforce to update the team on any new contracts and changes in contracts. Upon award, Mohawk will host a webinar as well as regional meetings briefing the team on the new Sourcewell contract so they are aware of the advantages offered by utilizing Sourcewell. Mohawk plans to increase business opportunities with government, higher education, and K-12 school districts by building relationships with members key decision makers. Mohawk continues investing in our government/education sales team so that they are well versed in the product portfolio being offered under Sourcewell contract. With this knowledge and the key relationship with Sourcewell members, it is our focus to ensure the one source solution is the best option the member can obtain in the market.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We align digital content strategies with brand strategies to scale content delivery with business objectives. Taking a Center of Excellence approach, we optimize our tech stacks to integrate content creation, publishing and analytics for 360 degree insight into our marketing campaigns, as well as to track inbound social data/activity to effectively measure social ROI and business value. We set smart goals and measure them frequently, tracking through data-driven interpretation to gain insights and make optimizations to drive awareness and conversion. Using a multi-channel communications approach, we target audiences and drive lead generation via email, Facebook, Pinterest, LinkedIn, Instagram, Twitter, and native website/blogs.
34	In your view, what is Sourcewell's role in providing Sourcewell- awarded contract into your sales opportunities and increase sales to existing members.	It's one of a partnership. Partnering together and assist in selling the contract during bid opportunities and increase sales to existing members.
35	Are your products or services available through e-procurement system and how government	Mohawk currently offers project management direct with the Sourcewell members; therefore, we do not utilize an e-procurement system for material and labor contracts.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mohawk's internal after sales service and support team is based in Dalton, GA. This team of professional's offer 24/7 installation training and support, maintenance instruction, inspection and solutions.</p> <p>Our support programs are extensive. Within our Field & Technical Service office, we have available several maintenance specialists through our Technical Service Hotline. These individuals can answer questions relating to general spotting, acceptable chemicals to use on the carpet, interim and deep cleaning methods, proper equipment and its use, as well as any other maintenance related issue. If needed, we can also send one of our maintenance specialists to your facility to handle any problems or difficulties that may arise throughout the life of the carpet.</p> <p>We can provide on-site maintenance training through one of our maintenance specialists. We will come to your facility to train your personnel on the proper methods to maintain your carpet and can tailor these services to best fit your needs based on your schedule. We will also work with your staff to design and implement carpet maintenance programs to help you manage your flooring assets. We will design a maintenance program specific to servicing frequencies and cleaning systems appropriate for product, the traffic patterns and soiling levels to your facility.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Mohawk recognizes innovation as one of our pillars. Our Research & Development team focuses on three areas of innovation we feel are critical to long term value creation:</p> <ul style="list-style-type: none"> - Performance Improvement - Process Improvement - New Innovation <p>Examples of recent innovation that has directly benefited our end use customers include Duracolor Tricolor which adds enhanced soil hiding benefits to our inherently stain resistant Duracolor fiber system. The result is improved performance that simplifies maintenance.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mohawk Group is proud to be the first manufacturer to create a Living Site, a facility dedicated to the future and bettering the planet. Located in Virginia's Shenandoah Valley this "Living Site" platform ensures that more than 300 carpet tile products manufactured in Glasgow meet the stringent requirements of the Living Product Challenge, petal certified flooring solutions by the International Living Future Institute. This International Living Future Institute program provides a framework for manufacturers to reimagine the design and construction of products to function as elegantly and efficiently as anything found in the natural world.</p> <p>While working to shrink our environmental footprint, we're working to expand our social handprint – always striving to ultimately achieve a net positive impact. An important way Mohawk leaves a positive handprint is by touching communities through innovative partnerships and projects to give back to the places where we live and do business.</p> <p>Mohawk has engaged in a special partnership with Groundswell to reduce greenhouse gas emissions and offset the energy and resources used during manufacturing. This three-year partnership will oversee the donation of 10 SmartFlower solar energy units to underserved communities and educational institutions with STEM programs across the United States. The first SmartFlower was unveiled in June 2018 in Chicago at the Renaissance Collaborative, a community development corporation that exists to promote self-sufficiency for members of the Bronzeville community. Last fall, the second SmartFlower was located near three schools in Eden, North Carolina. Eden is home to Mohawk's historic Karastan woven rug and broadloom manufacturing facility. These projects will bring the benefits of clean solar power to the area, create educational opportunities for students and the community while contributing to Mohawk's sustainability efforts to leave more handprints over footprints.</p> <p>Over the past two years, Mohawk has engaged in innovative partnerships with educational institutions to offset the water resources used during manufacturing. We developed a handprinting strategy with Morehouse College in Atlanta and installed new, low flow showerheads in their dormitories saving them more than 1.2 million gallons annually. In expanding our water handprint, we have provided over 1,000 low flow showerheads to Hampton University (VA), Alabama State (AL), and Benedict College (SC). The subsequent reduction in water usage has resulted in lower operational costs for the universities allowing those funds to be redistributed in the form of scholarships.</p> <p>As Mohawk continues its journey to Believe in Better, we move one step closer in our quest to create a healthier, socially and culturally rich, and ecologically restorative future. Our products have a net positive impact for people and the environment through innovations in materials, manufacturing and community involvement. Mohawk is committed to helping customers build a better tomorrow.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability Certification Overview 2019 document attached.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mohawk operates as a large business.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	As the largest floorcovering manufacturer and most trusted brand in the industry, Mohawk strives to create value for our customers and earn the loyalty of our business partners and consumers. Mohawk offers products and services every possible customer through our 180 sales representatives who will promote the Sourcewell contract. We are a solution based manufacturer and focuses on the customer needs. Our sales team utilizes a solution based sales approach. Combined with the latest technology, innovation and design we can offer the best solutions to the Sourcewell members.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Mohawk is fully capable of providing material and delivery in Canada. MohawkOne can provide a full turnkey service in Canada. Members also have the option to purchase material and services through authorized dealers in Canada.

Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties for products are attached.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if the material issue is covered in our warranty. We have a two-year installation warranty.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Mohawk can reach all areas for repair, and we also have an outreach of certified technicians Mohawk will subcontract with in the event a repair is needed.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mohawk will maintain the warranties for all products sold under this contract.
48	What are your proposed exchange and return programs and policies?	<p>Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials.</p> <ul style="list-style-type: none"> • Cancellations, returns and/or pending shipments under 100 yards (cut made or en route) - 50% return/cancellation fee • Cancellations, returns and/or pending shipments over 100 yards (cut made or en route) - 25% of material value • Karastan brands over 100 yards or any Running Line order over 2000 yards incur 25% cancellation fee after 3rd business day from order placement • Customs, Drops, Promotional Goods - No return/cancellation • Returns - Outbound and return freight- Customer obligation • Invoices over 90 days old- No returns
49	Describe any service contract options for the items included in your proposal.	MohawkOne is a single, integrated solution for your entire flooring project. We execute and custom-manage every detail, from ordering to scheduling, installing to maintaining. In addition, MohawkOne doubles your standard labor warranty from one year to two.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Terms
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No, Mohawk does not offer leasing or financing options.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Mohawk prefers to sell direct through our turnkey MohawkOne team where Mohawk sells the material and labor along with coordinating the installs. This provides a one source solution. Sourcewell will be assigned a Project Manager who will quote all projects under the contract to the members. Members will issue a purchase order to Mohawk then the Project Manager will have the PO placed with a strategic account code. In the event a member would like to use a specific dealer, Mohawk will vet the dealer accordingly and execute a contract with the dealer to sell under Mohawk's awarded Sourcewell contract. The order will be sent to a designated customer service representative and be coded with the same strategic account code as orders processed through MohawkOne. At the end of each quarter, the Mohawk accounting team will pull together all sales under the Sourcewell strategic account code then process the quarterly administrative fees against the data pulled for the quarter product sales.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Mohawk accepts P-card procurement and payment process. Credit card payments are also accepted by Mastercard and American Express with a 2.75% fee.

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 *
54	Describe your pricing model (e.g., line-item discounts or product-cas materials (if applicable) in the document upload section of your res	Mohawk will provide a discount off list pricing and a Labor grid to include standard and prevailing wage rates.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10-30%
56	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk pricing is a not to exceed price; therefore, Mohawk will provide volume discounts based upon spend on a project to project basis.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Mohawk will provide open market items in a cost-plus structure.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Mohawk does not have standard additional charges on every day quotes to our customers. Specific requests such as expedited shipping or inside delivery would be at an additional cost to the member.

59	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.</p>	<p>In North America, we manage a distribution network of transportation, warehousing and logistics assets. This infrastructure enables us to realize considerable economies of scale and resources to distribute our products efficiently to more than 24,000 customers that includes independent specialty stores, home centers and contractors.</p> <p>Mohawk Industries' fleet operations philosophy is operated through a series of "Hub" and "Spoke" distribution centers for our domestic operations. We have 6 major distribution centers (hubs) and 32 satellite distribution centers (spokes) located across the United States. Our major hubs maintain inventory used to service our satellite operations who in turn service our customers. The stocked inventory levels at each of our major hubs are designed for minimal "touches" – all controlled through a state of the art network routing program. This program was purchased from UPS, and is designed to minimize our routes which results in an overall reduction of fuel costs and environmental efficiency.</p> <p>Additional key benefits from this system include real time visibility maximizing GPS tracking.</p> <p>Over the last five years, we have obtained operational efficiencies in other fleet operations including</p> <ul style="list-style-type: none"> • Installing routing programs such as Road Net, a street level geo-coding optimizer • Installing wireless data communications systems including GPS tracking systems in our entire fleet allows us to maintain communication throughout the delivery process. Our goal is to deliver to our customer within a two-hour window. <p>With one of the industry's largest distribution systems, transportation represents an area with meaningful energy and emissions reduction potential. In 2011 we installed a fuel filling station at our Calhoun, Georgia headquarters. Previously, fleet trucks had to go off site to fill their tank – often with only partial loads. The on-site diesel pump reduces the miles traveled between our facilities and the off-site pump by 39,000 miles annually. This mileage savings translates into fuel savings of 5,571 gallons, an emissions reduction of 124,689 metric tonnes.</p> <p>For years, Mohawk's national distribution network has been a key contributor to the Company's ability to exceed customer expectations. Now, the warehousing and distribution team is quickly becoming a driving force in Mohawk's overall sustainability strategy. Thanks to an environmental grant provided by the state of California, Mohawk operates liquefied natural gas (LNG) trucks to support the Company's day-to-day customer delivery operations in Southern California. "Natural gas as a fuel source produces 20 to 23 percent fewer carbon emissions than standard diesel fuel," explains Dave Mizerowski, Business Development Manager for Clean Energy, a provider of more than 240 nationwide natural gas filling stations. According to Mizerowski, Mohawk is joining other innovative, sustainable companies by introducing natural gas trucks into the Company's trucking fleet.</p> <p>Our Fuel Economy programs focus on equipment as well as people. Engines are governed – maximizing speed under pedal and mechanically controlled to reduce excess idle and speed. Reducing idle time, progressive shifting, and appropriate gear ratio, allows for maximizing torque, and horse power. These programs, along with driver coaching and dashboard recording, facilitate the best possible mileage for our equipment.</p> <p>Over 500 tractors participate in the MPG (miles per gallon) program, which captures live downloadable data on how the vehicle is running. The data is evaluated monthly to ensure our drivers are getting the maximum MPG. Our trucks drive over 35 million miles per year, so MPG has a major impact on our delivery cost. Additionally, we have been an EPA "SmartWay" carrier member since 2006. All new equipment we have purchased contains Night System Auxiliary Power Units. This eliminates diesel idle time during sleep hours.</p> <p>With 500 plus vehicles in our fleet, our operational staff continually look for solutions to improve the efficiency and economic impact of our operations.</p>
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60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> Alaska –we offer both a PPA and PPD solution delivering via SPAN Alaska to many AK locations. You may choose prepaid delivery to customer dock. Hawaii—we offer prepaid solutions through SCD (Fontana, CA) and HYS (Hayward, CA) warehouse, AFF carrier. Also, you may choose prepaid/prepaid add to mainland (HWD facility) for delivery (MHK has 1 truck). You may also choose “collect beyond HWD”, where customer is responsible for outer island delivery expense, and coordinating with carrier. Canada—we offer prepaid solutions out of CAD (Calhoun, GA) and KND (Kent,WA/ KND for British Columbia). Rates are already established and available through Canada customer service group. Our contracted rates are through Rosedale, and they do not allow us to offer a “collect beyond” option from their facilities. Shipping prepaid, Mohawk acts as IOR. Collect IOR responsibility is with customer. Any direct ship (DRP) from MFG (manufacturing) facility outside US is coordinated through International Logistics department and they will need to provide details to support.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mohawk has a full-service fleet to anywhere in the United States with the assistance of outside carriers in outlying areas. If a Sourcewell member were to require an expedited delivery then Mohawk has the resources to fulfill these requests whether by ground or air.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please note pricing is not to exceed and projects are quoted on a job by job basis, where volume discounts are available.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Mohawk’s Compliance Manager will review quarterly the sales to Sourcewell against the established contract price to ensure pricing is within the contractual parameters. A review will be performed 15 days following quarter close to verify the vendor report has been completed based on the contractual requirements and review the request to Accounts Payable is consistent with the proposed administrative fee against the sales volume for the quarter.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Mohawk proposes a 2% administrative fee on material sales.

Industry Specific Questions

Line Item	Question	Response *
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65	Describe how your products contribute to or provide well-being of our members.	<p>Design can be a tool to address the real challenges of our society and help us regain a balance between the natural and built environments. Mohawk Group is developing flooring collections that embrace a central methodology from nature – fractals- and bring it into contract interiors. Fractals are intricate patterns that occur naturally throughout our world. From clouds and trees in nature’s scenery to the blood vessels and neurons in our bodies, fractal patterns are found everywhere. They highlight the harmony and order that exist all around us.</p> <p>Human vision has become fluent in nature’s visual language of fractals. We are hard-wired to look for these patterns, and, when our subconscious recognizes them, we feel calmer and our stress levels reduce. Experiments show that people’s stress levels reduce by as much as 60% when looking at fractals. The Relaxing Floors Collection is the culmination of art, science and human centered design based on fractal patterns. Relaxing Floors utilizes fractals to tap into our innate affinity, for nature and activate our bodies’ stress-relieving response to similar patterns. Through third party verification, Mohawk holds current and relevant certifications and labels that illustrate our commitment to transparency and healthy interior environments. Within our transparency portfolio, we have Health Product Declarations (HPDs), Environmental Product Declarations (EPDs), Living Product Challenge labels, Declare labels, and a comprehensive selection of products that meet stringent requirements of these standards.</p> <p>We lead the industry in Red List Free Products through our participation in the International Living Future Institute’s Declare program. The Red List contains the worst in class materials prevalent in the building industry. By providing a clear, elegant and informative “nutrition label” for building products, Declare aligns with our commitment to transparency and healthy interior environments.</p>	*
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	<p>Mohawk dealers who are authorized to sell under Mohawk’s Sourcewell contract are required to execute a contract between Mohawk and the dealer. This document clearly defines customer service processes for order entry so that the dealer understands the process. Dealers are to send PO’s to a designated Customer Service agent so that a strategic account code can be assigned to the order at order entry. This strategic account code will allow Mohawk’s accounting team to pull sales quarterly for the purpose of building the quarterly report.</p>	*

<p>67</p>	<p>Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?</p>	<p>Mohawk Industries has been working toward meaningful and measurable reductions in our water, waste, energy and GHG footprints. Our goal is to reduce intensities by 25 percent by 2020 against a 2010 baseline. With continued growth of the company, we realized a cumulative 36.41 percent reduction for water intensity. Our waste intensity has decreased by 47.42 percent since our 2010 baseline. The pace of our progress in this area reflects the success of our Zero Landfill (ZLF) program introduced several years ago, as well as the laser focus on resource efficiency found throughout our operations. Since the program's inception we have seen 48 manufacturing facilities eliminate or up-cycle their entire manufacturing waste stream to earn ZLF certification.</p> <p>By focusing on improving energy efficiency, we reduced our greenhouse gas intensity 15.77 percent through energy-saving solutions. While our businesses operate in a decentralized manner, all are working to reduce their carbon footprint.</p> <p>Mohawk Industries is a SmartWay Carrier through the EPA. We have a robust diesel fuel economy program with small engine auxiliary power units to limit idling to 5 minutes in all assists. All vehicles have emission control devices built into the engines. Additionally, the fleet program uses retreads on all trailers along with trailer skirts and aerodynamic truck packages. In 2019, Mohawk Industries redesigned their delivery driver component pay program where drivers are now compensated for returning pallets to facilities for reuse.</p> <p>Mohawk works to procure sustainable packaging for its products. Many of our products are shipped in containers with recycled content. The dematerialization of the EcoFlex Matrix backed products save natural resources in manufacturing due to less mass while maintaining performance and service life. Additionally, the EcoFlex Matrix products conserve fuel and reduce the transportation footprint of the finished flooring material to our various end-users. We can pack out 33% more tiles into a carton, which produces a 12% lighter carton resulting in less fuel usage per square yard of floor covering when transporting the product to our consumers. Reduction of product packaging on our NXT and Matrix carpet tile platforms has saved 1.34 million pounds of cardboard and the energy to produce that material.</p> <p>Mohawk adheres to very stringent Indoor Air Quality (IAQ) standards, which include FloorScore and CRI Green Label Plus programs. These third party IAQ certifications meet California's indoor quality standards for low-emitting products used in schools and office buildings and CDPH California Specification 01350 testing protocol. All soft surface, hard surface, and adhesive products are certified under these standards ensuring low VOCs during installation and occupancy.</p> <p>Through Mohawk's ReCover carpet reclamation program, old flooring products that would otherwise be sent to landfills are donated to nonprofit organizations or recycled into new materials. Since its inception a decade ago, ReCover has given new life to 32.6 million square yards of carpet. In 2018, the program received the GreenStep Award in the Practice/Process category from Floor Covering Weekly in recognition of this achievement.</p> <p>Sustainability Report 2018 attached.</p>
<p>68</p>	<p>Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).</p>	<p>Mohawk has a broad array of sustainability certifications. Mohawk's sustainability team can identify the certifications per product in the event Sourcewell would like to see Mohawk's environmentally preferred attributes.</p> <p>Sustainability Certification Mohawk Group document attached</p>

69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Mohawk's Sustainability Certification Overview 2019 includes average recycled content values for product platforms. Recycled content varies by individual product. Mohawk Group offers three nylon fiber brands: Duracolor, Duracolor Tricolor, and ColorStrand SD. For over 15 years, ColorStrand fiber has continually exceeded the high expectations of our customers for their projects. With the design flexibility and color intensity of solution dyed fiber, ColorStrand delivers lasting beauty and value. Duracolor is the performance standard for every application, this fiber is forever stain free, forever sustainable and forever beautiful. Delivering unsurpassed stain resistance, colorfastness, durability, color clarity and enhanced soil performance, Duracolor Tricolor builds upon the trusted Duracolor promise with over 175 million yards installed since 1992. Commercial projects demand the durability and stain resistance properties that Mohawk Group nylon fiber brands provide. All nylon fiber brands contain a minimum of 30% pre-consumer recycled content by total weight.</p> <p>Mohawk Group has continually looked for simplified fillers to help extend the backing polymer, enhance performance, and offer cost savings to our end user. We have partnered with several organizations to utilize their industrial waste as a form of filler in our carpet manufacturing. All Calcium Carbonate filler utilized in our modular tile and broadloom operations is certified as containing a minimum of 100% pre-consumer recycled content.</p> <p>Through Mohawk's ReCover carpet reclamation program, old broadloom and carpet tile are diverted from the landfill through our network of carpet recyclers across North America. Material diversion methods and reporting are associated with the collection and shipping of used carpet and vary upon material types, quantities, and recycling facility destination. Since its inception a decade ago, ReCover has given new life to 32.6 million square yards of carpet.</p> <p>Depending on the project location, we will recycle the old carpet through our network of carpet recyclers across North America. The following steps are required to obtain a Reclamation Quote:</p> <p style="padding-left: 40px;">Step 1: Contact us at 1-877-373-2925 or email us at reclaim@mohawkind.com</p> <p style="padding-left: 40px;">Step 2: Get an all-inclusive quote within 24-48 hours and we handle all the logistics</p> <p style="padding-left: 40px;">Step 3: Our network of carpet recyclers will handle all aspects of your carpet recycling</p> <p>Recover Program documents attached.</p>
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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."

- [Financial Strength and Stability](#) - #10 2018 Mohawk Annual Report.pdf - Tuesday August 06, 2019 15:11:15
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Sustainability Certifications.zip - Tuesday August 06, 2019 15:13:55
- [Warranty Information](#) - #44 Mohawk Product Warranties.pdf - Tuesday August 06, 2019 15:11:59
- [Pricing](#) - Sourcewell Product - Labor Pricing - Submittal.pdf - Tuesday August 06, 2019 15:12:14
- [Additional Document](#) - Sourcewell RFP#080819_Additional Documents.zip - Tuesday August 06, 2019 15:12:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #080819-MCD**

THIS AMENDMENT is by and between **Sourcewell** and **Mohawk Carpet Distribution Inc.** (Vendor).

Vendor was awarded Sourcewell Contract #080819-MCD for Flooring Materials, with Related Supplies and Services effective October 16, 2020, until October 11, 2023 (Original Agreement), relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties wish to amend the Original Agreement to clarify its terms.

The parties agree that certain terms within the Original Agreement will be updated and amended, but only to the extent as described hereunder.

IN CONSIDERATION of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Article 2. A. Equipment, Products, or Services is amended to add the underlined language:
 - A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and this Contract, the terms of this Contract govern.

Remainder of this page intentionally left blank.

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Autho: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 8/31/2020 | 9:55 AM CDT

Mohawk Carpet Distribution Inc.

DocuSigned by:
By: Mike Gallman
Autho: A617F5264A47479...

Mike Gallman
Name – Printed

Title: President Mohawk Group

Date: 8/31/2020 | 9:32 AM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Autho: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 8/31/2020 | 9:58 AM CDT

**AMENDMENT #2
TO
CONTRACT #080819-MCD**

THIS AMENDMENT is by and between **Sourcewell** and **Mohawk Carpet Distribution Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Flooring Materials, with Related Supplies and Services, to Sourcewell and its Participating Entities, effective October 16, 2019, through October 11, 2023 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Contract, is deleted in its entirety.
3. Section 20. Insurance—Subsection F. Self-insured Retentions is deleted in its entirety and replaced with the following:

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.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Mohawk Carpet Distribution Inc.

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
 By: Mike Gammitt
 Mike Gammitt

Date: 7/21/2021 | 9:11 AM CDT

Title: President Commercial

Approved:

Date: 7/21/2021 | 8:53 AM CDT

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 7/21/2021 | 9:59 AM CDT

**AMENDMENT #3
TO
CONTRACT #080819-MCD**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Mohawk Carpet Distribution, Inc.** (Vendor).

Sourcewell awarded a contract to Mohawk Carpet Distribution, Inc. (MCDI) to provide Flooring with Related Equipment, Products, Supplies, Installation, and Services, to Sourcewell and its Participating Entities, effective October 16, 2019, through October 11, 2023 (Contract).

MCDI has changed its corporate status from a corporation to a limited liability company. Effective April 1, 2022, the Contract holder’s name changed from “Mohawk Carpet Distribution, Inc.” to “Mohawk Carpet Distribution, LLC.”

Now therefore, as of the effective date of this Amendment, the Vendor will be referred to as Mohawk Carpet Distribution, LLC.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/18/2022 | 8:51 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: _____
7E42B8F817A64CC...
Chad Coquette, Executive Director/CEO

Date: 5/18/2022 | 10:24 PM CDT

Mohawk Carpet Distribution, Inc.

DocuSigned by:
Mike Gallman
By: _____
D6FCF3C4F0CA44B...
Mike Gallman

Title: President Commercial

Date: 5/18/2022 | 1:22 PM CDT