



Solicitation Number: 061323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Division 9 Inc., 18311 Bothell Everett Hwy., Suite 110, Bothell, WA 98012 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Division 9 Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:13 PM CDT
Date: _____

DocuSigned by:
Melissa Rossi
E41406F1567D448...
By: _____
Melissa Rossi
Title: President
8/4/2023 | 1:58 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/4/2023 | 2:18 PM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Division 9 Flooring

Does your company conduct business under any other name? If yes, please state: no

Address: 18311 Bothell Everett Hwy, Ste 110
Bothell, WA 98012

Contact: Melissa Rossi

Email: mrossi@d9projects.com

Phone: 425-876-4381

HST#: 42-1562466

Submission Details

Created On: Monday May 15, 2023 13:40:36

Submitted On: Tuesday June 13, 2023 15:14:53

Submitted By: Melissa Rossi

Email: mrossi@d9projects.com

Transaction #: 8f67af38-000b-42da-b477-4696272f2cb4

Submitter's IP Address: 174.247.179.159

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Division 9 Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiaries of Division 9 Inc. exist.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Division 9 Flooring
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7G XK8 / LF8EVQ9QJWJ3
5	Proposer Physical Address:	18311 Bothell Everett Hwy Suite 110 Bothell, WA 98012
6	Proposer website address (or addresses):	www.d9projects.com www.division9flooring.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Melissa Rossi, President mrossi@d9projects.com 425-876-4381
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Rossi, President mrossi@d9projects.com 425-876-4381
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jaymee Niemann, Chief Estimator & Contract Administrator jniemann@division9flooring.com 425-205-4020 Jeff Shumway, Business Development jshumway@division9flooring.com 425-205-4020

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

Line Item	Question	Response
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10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>We offer flooring & related products in the following categories, sourced from reputable, industry-leading manufacturers who have dedicated production capacity to Division 9 for the purpose of this contract:</p> <ul style="list-style-type: none"> - Carpet, Rugs & Matting systems - both custom and running line, all formats, and with remarkable sustainability options. - Resilient sheet and tile - both Rubber and Vinyl, all formats, and with unique recycling programs. - Luxury Vinyl Tile/Plank (LVT/LVP) - both custom and running line, multiple thicknesses and with/without acoustical underlayment pad. We also offer exclusive sustainability options in this category. - Engineered Hardwoods - several styles in a traditional format and thickness, including all typical matching trims & accessories. - Ceramic, Porcelain & Natural Stone tiles - most options stocked domestically, various patterns, sizes, and accessories available. - Polished Concrete - densifiers, sealers, stains and various finish levels available. - High performance Floor Coatings (epoxy, urethane) - industrial-grade and decorative options available. - Hybrid Flooring - unique product line that combines the best characteristics of hard and soft-surface products, ideal for schools, healthcare and high-traffic areas.
11	What levels of service (material only, turnkey, other) are being proposed?	<p>All of our products are sold with optional installation and maintenance services. We both subcontract and self-perform these services, through the US and Canada. A Sourcewell buyer may choose to install products on their own and we will provide general instructions and guidance. Alternately, the buyer may request installation services from Division 9. We will determine the best installer based on geography and job requirements, and hire them to perform the project on our behalf. In some cases when specialized installation services are needed, we will perform the work with our own staff installers.</p>
12	Does the response include installation services?	<p>Yes. All of our products listed can be installed by Division 9 or our partner installation resources. We have over 20 years of direct experience installing a wide variety of products, and maintain technical certifications and ongoing education where available. We will not sell a product until we are confident installing it ourselves.</p> <p>Proper training starts at the top: The owner of Division 9, Melissa Rossi, serves on numerous industry boards and trade panels, constantly researching and observing industry trends and newer technologies for warrantable and long-lasting installations. We invite key manufacturers into our building approximately once a month for product demonstrations, technical training and awareness, and to build relationships with the mills. Our sales team is required to participate in mock-ups of unfamiliar and familiar products alike. We even play flooring installation trivia once a quarter as a company!</p> <p>Division 9 is also a member-owner of the North American flooring dealer co-operative Fuse Alliance, with over 245 member-owner locations across the US and Canada. This alliance brings together the best flooring dealers on a standardized platform, and includes access to industry experts including former ASTM board members, to train and advise us of proper installation methods. Fuse Alliance conducts weekly training sessions on topics at all levels of the installation business, from measuring to tooling to chemical compatibility and beyond. All training sessions are available to our staff and subcontractors alike, and cover a wide breadth of product categories - including all of those being offered on this contract.</p>
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See below.
14	How does the Participating Entity select an installer?	<p>The Participating Entity would be choosing Division 9 to handle installer selection. Division 9 subcontractors undergo a rigid qualification process, based upon the WA State Labor & Industries 7-point subcontracting test, which serves two purposes for us. First, this test formalizes the business information we need to ensure a subcontractor is equipped with insurance and structure to support the work they are committed to performing. Second, we ensure compliance in numerous localities by modeling our program after one of the most compliance-focused states in the US. Once compliance is attained, Division 9 chooses the installation firm based on skill, availability, and relationship. Sourcewell Participating Entities are always welcome to request a preferred installation firm as well.</p>
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Post-onboarding, we track subcontractor firms on multiple levels using a kanban virtual management board and tagging system. Firms are tagged and bucketed to their specialties, the current status of documentation including insurance renewals, licensing, and general responsiveness. We have a Project Coordinator monitoring this board for compliance and other issues on a daily basis, as well as a weekly Teams chat focused on compliance prior to payment.</p>

16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We require all buyers to sign a copy of our proposal, which includes our standard terms & conditions along with relevant pricing. For larger, multi-phased projects, we require a standard AIA form of agreement between owner and prime contractor. *
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Table 2B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both sheet and tile/plank formats of resilient flooring, with options for bio-based material, high-moisture adhesives/backings, and fully customizable patterning (laser cutting available).
18	Ceramic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our tiling options are vast; we have included domestically stocked porcelain, ceramic and glass lines that are most relevant to commercial settings, as well as various accent pieces and decorative options.
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our tiling options are vast; we have included domestically stock porcelain, ceramic and glass lines that are most relevant to commercial settings, as well as various accent pieces and decorative options.
20	Wood	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our wood options are engineered hardwood, with wire brush finishes and a commercial-grade 9/16" thickness. We also offer matching trims and accessories such as stair treads.
21	Hardwood	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our wood options are engineered hardwood, with wire brush finishes and a commercial-grade 9/16" thickness. We also offer matching trims and accessories such as stair treads.
22	Laminate	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our LVT/LVP options come in various thicknesses, with and without attached acoustical padding, We offer the only bio-degradable luxury vinyl plank option available in the North American market.
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer an industry-leading rubber flooring with both sheet and modular options, as well as an exclusive recycling option that is both cost- and carbon-efficient.
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vinyl sheet options have been the industry standard for over a century, and can include integral coving, specialized epoxy adhesives under rolling loads (such as hospital beds), and fully customizable patterning (laser cutting available).
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our broadloom options are best-in-class, coordinating with our carpet tile styles and ideal for applications such as staircases, ballrooms/event centers, and housing. We offer the only bio-degradable broadloom carpet option available in the North American market, which is fully design-customizable.
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a wide variety of carpet tile styles, backings, shapes and face weights. We offer the only bio-degradable carpet tile option available in the North American market, which is also fully design-customizable.

27	Epoxy	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer 8 different resinous hermetic systems. The capabilities of these systems include warehouse, industrial, commercial kitchens, laboratories, school hallways & cafeterias. All offered systems are readily available nationally and meet all known indoor air quality and environmental standards. Resinous systems used for this category would include; Urethane cements for heavy thermal shock areas, Exterior walkways & features, interior overlays, stamped & moldable systems, stained floors and reflective metallic flooring.</p>
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer a composite textile product in multiple styles, which combines the best features of resilient and soft-surface flooring. Long-term maintenance and operations costs are lower than traditional flooring, and indoor air quality is improved, without sacrificing aesthetic or function. Ideal for schools and other public spaces. Contains 45% post-consumer recycled material: each tile contains the equivalent of 27 plastic water bottles.</p>
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our offering includes for Area "C"-heavy scrub, Area "B" mid range particulate removal and finally Area "A" fine particle & dust removal. A number of patterns and colors are available to fit any design aspects needed. Heavy denure fiber and waterproof backings are typical to allow for aggressive cleaning & maintenance.</p>
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All of our broadloom and carpet tile options can be made into rugs using the proper adhesive and binding method. We also offer the only bio-degradable rug option available in the North American market, which is fully design-customizable.</p>
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our offering in this category cover moisture mitigation, floor primers and specialty adhesives that may be needed to install new flooring. This category also includes all supplies and solutions needed for soft and hard flooring surfaces, re-sealing polished concrete floors, re-finishing wood gym floors, grout sealers & enhancers for ceramic tile applications. Tooling can vary and is outcome based, not brand specific for this category.</p>

32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Reclamation capabilities are dependent on geographic regions. We are offering national recycling of carpet removed from a building for a fee that will vary based on location. Most of the carpet tile offered can be installed with an adhesive free system if that is a preference. Restoration of existing wood flooring, linoleum and ceramic tile are possible using a number of different offered systems. Restoration of sheet vinyl and Carpet tile is conducted through extensive multistep cleaning. We offer an entire group of carpet and LVT that is biodegradable in a landfill after it's useful life. Our rubber flooring products have a unique reclamation program that involves restoration of the original product versus destroying and reconstituting the raw material. As often as possible selecting products that will last longer is the best way to minimize environmental impact of product selection.
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Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering Sourcewell Participating Entities our very best pricing, discounts and payment terms.

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is based on line-item discounts to the Sourcewell Participating Entity, which average 30%. We do not have SKU pricing, as our categories have many sub-options that do not affect pricing but do affect the ordering SKU.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation services are included in our proposal and will be quoted per-project. The pricing in our proposal is the not-to-exceed price per unit for each listed service. Some services are too broad to price per unit, for example custom sheet vinyl laser-cut patterns. These services will be quoted per-project for the exact specification of the work. We will follow the mandate of the locality in which prevailing wages apply when sourcing installation labor. Our accounting team is well-versed in prevailing wages on both state-level and federal projects, and attends continuing education courses at least once a year. We have been audited numerous times on prevailing wage projects over the past 20 years, and have never been assessed a penalty or even a balance due on wages.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering an average 30% discount to Sourcewell Participating Entities, off our list price for products and services. In addition, our product pricing has been negotiated with our manufacturers at varying discounts from their everyday wholesale price, so Sourcewell Entities purchasing from Division 9 are receiving extended discounts beyond the 30% stated on our pricing worksheet.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, volume discounts are available up to 5% of the value of products. We negotiate discounts per-project, and the percentage is variable based upon project size, duration, and storage/handling requirements.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Because our listed products and services cover such a wide variety of floor covering scopes, Sourcewell and its Participating Entities will know what their project should cost by reviewing our price list with few exceptions. When an "open market" item is listed, we will provide the product at the manufacturer's quoted cost plus a 12% markup.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included nominal freight pricing on our discounted price list. Air or barge freight and local handling cannot be estimated and will be quoted per-project. We have excluded any/all applicable taxes, which will be assessed per project without markup.
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and handling costs will be disclosed on each quote, and will vary per project. We use a variety of shipping and handling resources and have close relationships with both mill trucking as well as third party/LTL shippers. We will source at least two freight quotes per order to ensure competitive pricing.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All of the manufacturers in our proposed product list have shipping and delivery lines to Alaska, Hawaii and Canada. Our third-party carriers also service these areas.
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are able to ship products by truck, rail, air freight and barge. We have experience with US and Canada customs requirements.

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
43	Describe your payment terms and accepted payment methods.	Our standard payments terms are 1% 20, Net 30 from date of invoice. Non-cancellable product orders require up to 100% down payment prior to order confirmation. We accept all major credit cards, checks and electronic transfers.
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any products or items to lease, as we are generally providing an installed product. However, financing terms are negotiable with the individual entities and would carry market-rate interest and a term acceptable to the buyer.
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will receive information from prospective buyers either via email, phone call, or website inquiry (intake form attached). In each case we will be receiving basic project information that will prompt a series of questions and answers to define the project scope. Once the scope of work is agreed to, we will issue a standard Division 9 proposal for products and services (attached), which contains our terms and conditions for most projects. When we are asked to do a larger project that may have multiple phases, we will utilize the AIA contract form between owner and prime contractor (attached).
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	There is no additional cost to Sourcewell participating entities to use a P-card to purchase our products or services.

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have tailored pricing worksheets for use by our sales force that accounts for controlled pricing agreements such as Sourcewell. In addition, our accounting system allows for all Sourcewell transactions to be tracked. We have fully-customizable on-demand reporting that will be designed to show account-level revenue as well as administrative fees. Our contract administrator will manage and report on all Sourcewell transactions as required.
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize both a CRM and an ERP system that have coding and tagging capabilities tailored to the revenue source and account name, along with specific reporting for prospective and completed transactions. If awarded, we will set annual sales goals / KPIs for individual salespeople for work sold to Sourcewell Participating Entities. We also conduct periodic incentive programs for salespeople and reward the winner with a special bonus, and will tailor a program to Sourcewell projects.
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Division 9 will pay a 2% administrative fee to Sourcewell, of all gross sales (excluding tax) earned from the contract.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Division 9 was founded in the 4th bedroom of our founder, Chuck Young, after becoming disenfranchised with the dealer he worked for at the time. Chuck immediately hired his friend Melissa Rossi to set up operations and finance, and a year later brought on his uncle Mike to help expand the business. Over the next 15 years Chuck and Mike dominated the local flooring market with their installation expertise, training and development of a bench of qualified successors. Division 9 grew by exponential factors for many years, successfully. In 2018, Chuck retired and Melissa Rossi took the helm as President and CEO. In 2021, Mike also retired.</p> <p>Melissa now operates the company as a majority shareholder and Board Chairwoman, and is also a Director of the Board of Fuse Alliance as well as the American Subcontractor's Association. Division 9 is a long-respected installation resource to many national general contractors as well as end users, and successfully serves clients in multiple states. Our philosophy is to treat each floor as if it were our own, literally walking in the shoes of our clients to ensure that our own standards are met by each installation.</p> <p>Upon taking control of the company, Melissa Rossi established a strategic plan that covers three key pillars of doing business at Division 9: First, innovation to provide value. We believe that new ideas are essential to adaptability and the speed of our modern global economy. Second, growth and development of people. Our employees and subcontractors, as well as our community, are affected by our conduct as a business. By investing in people first, we are providing our clients with an unparalleled service promise. Third, recession-proofing our business. We understand that construction is volatile by nature, and we must carefully balance the inevitable highs and lows of the market by diversifying our revenue sources. These three pillars have resulted in a culture of continual learning.</p>	*
51	What are your company's expectations in the event of an award?	We expect to be able to promote Sourcewell to our prospects as a convenient and safe procurement method to accomplish their construction goals. Post-award, we want to meet with a Sourcewell business development representative for initial salesperson and operational staff training, to include onboarding of new Sourcewell members. We would also like access to a Sourcewell representative for ongoing training of new employees.	*
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Fiscal responsibility is core to our business. Please see attached reports from KeyBank NA, and our surety. We are supported by a national bank and surety that have guaranteed our projects for over a decade without concern. When the time came for the original founders to retire, a remarkably risky event for an any sized business, both supported the initiative with capital and guarantees that allowed uninterrupted operations. This included a founder retirement during an unprecedented period in economic history. We conduct quarterly meetings with these stakeholders and gratefully adhere to all financial and reporting covenants set forth, as a benchmark of our success.	*
53	What is your US market share for the solutions that you are proposing?	The US floor covering installation market is estimated at \$29.8 billion, while the global market is valued in the several hundred of billions. Division 9 captures less than 1% of this market, which in terms of installation firms is dominated by small family-owned and operated entities. In our regional market we estimate a 17% share of the dealer market. As a member-owner of the Fuse Alliance, Division 9's market share grows exponentially and is estimated at 25% of the North American flooring industry.	*
54	What is your Canadian market share for the solutions that you are proposing?	We do not have a distinct Canadian market share, however we have fellow Fuse Alliance co-owners in several Canadian territories.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

56	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Division 9 is a distributor/dealer/reseller, as well as a service provider. We have obtained written authorization from the manufacturers of every product on our price list, all of whom also provide their products for our everyday business opportunities.</p> <p>Division 9 is independently-owned and a woman-owned business. We are certified by both NWBOC and WBENC, two national certifying agencies who use federal criteria for qualifying their applicants. We have successfully renewed both certifications over several terms.</p> <p>Division 9 is also a long-time member-owner of the Fuse Alliance, and our majority owner Melissa Rossi serves as an elected board member. Fuse is comprised of 160 commercial flooring contractors with 245 locations across North America that work together to improve their individual businesses, with support from suppliers that include all the major manufacturers in the industry as well as third-party experts. Fuse dealers are the best of the best and they work together to insure that nationwide accounts get consistent, high quality work anywhere in the Continental US and Canada.</p>
57	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Absolutely none! We play by the rules and believe that prevailing wage requirements are in the best interests of the individual installer, the locally-owned dealer/service provider company, and the industry at large.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>We have been awarded (and renewed) two nationally recognized certificates for woman-owned Businesses from WBENC and NWBOC. Our majority owner, Melissa Rossi, was also awarded a 40-under-40 recognition from the Business Journals in 2018. Over the years we have received numerous manufacturer recognitions for sales as well as installation expertise. We also hold several exclusive certifications from specialty manufacturers.</p>
59	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>2021- 5%; 2022- 14%, 2023- est. 19%</p>
60	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>2021- 8%; 2022- 13%; 2023- est. 21%</p>
61	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>KCDA (King County Directors Association) contract: Initial award 2020 - \$85,000/yr; 2021 - \$220,840/yr; 2022- \$474,000; 2023- est. \$790,000</p>
62	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>We do not currently have any GSA contracts or SOSA arrangements in place.</p>

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Hoffman Construction (representative for WA State Dept of Enterprise Services)	Government	Washington - WA	Replacement of stair treads and carpet tile in temporary facility for WA State Senate chambers staff. New Construction of Senate building including carpet and porcelain tile.	\$73k-\$500k	\$73,500
OAC Services (representative for Snohomish County)	Government	Washington - WA	Construction of County Courthouse addition & tie-in to existing building. Existing occupied County courthouse, furniture lift, removal of carpet and reinstall new carpet and rubber base at night (occupied building).	\$300k-\$1.5m	\$1,507,500
Dawson Construction	Government	Alaska - AK	Shipments to various projects in SW Alaska ranging from Linoleum, rubber base, transitions, carpeting and adhesives with air freight arrangements.	\$65,000	\$92,348
Northshore School District	Education	Washington - WA	Removal of existing flooring, floor patching, primer, new floor transitions, Entry mats at all exterior entry points, new lifetime warranted carpet tile, recycled carpet.	\$265,902	\$265,902
Joint Base Lewis McCord, Lakewood	Government	Washington - WA	Various projects on Army/ Air Force joint base for a number of MACC and MATOC entities over the last 4 years.	\$186,229	\$375,000+

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Wa State Dept of Natural Resources	Brian Eko- Facilities email: brian.eko@dnr.wa.gov	360-918-2598
Joint Base Lewis McCord; Army Museum	Tom Shea - Project manager email: tshea@bristol-companies.com	253-405-7113
Napavine School District: Elementary School, Portables, High school	Shane Schutz - Superintendent email: sschutz@napavineschools.org	360-262-3303 x 1006
S. Kitsap High School; exterior ramp coatings	Brent Palmason; Capital Projects email: palmason@skschools.org	360-874-6003
Federal Aviation Administration	Frank Bell email: frank.bell@faa.gov	253-351-3776

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
65	Sales force.	We have 8 salespeople on staff, over 70 qualified/compliant subcontracting installation firms, and 160 fellow member-owners of our North American co-op, Fuse Alliance. *
66	Service force.	We have a team of staff installers as well as a wide network of subcontractor installation and service companies. Our internal field services team includes logistics and project management professionals, and is led by a full-time Director of Operations who manages daily service as well as long-term contracts. At any time we have at least 40 staff members ready to solve a problem. *
67	Dealer network or other distribution methods.	Division 9 is a member-owner of the Fuse Alliance, a North American flooring co-operative of independent dealers. As part of the Fuse member agreement, all members may call upon one another to service projects in their locality. We have been a member-owner for over a decade, and have both utilized Fuse co-owners for projects in their locality and also performed work in ours on their behalf. We also have long-standing relationships with third-party/LTL shippers that serve North America. *
68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	Upon proposal acceptance: 1.) If desired by the end user, Division 9 will prepare a detailed submittal package to include physical samples, product data sheets, and layout drawings, to be approved in writing. The end user may choose to waive this process. 2.) Upon approval of materials and installation details, Division 9's Account Manager will contact all vendors, then update our order entry CRM queue to "vendor orders pending", with a goal that all materials and labor purchase orders are created and sent to appropriate parties within 3 working days. 3.) Once all orders are placed an ETA report will be generated and sent to the end user. Any issues that would affect the client's expectations will be clearly communicated and any adjustments to product or expected schedule will be made. 4.) Every 5 days, a project engineer will engage all vendors to make sure there have been no changes to delivery and production dates. This process will insure the client is not negatively affected by sudden or unexpected delays. 5.) Once materials arrive at the "servicing" point of origin, the project queue will be updated to "Product delivery completed". 6.) The materials are then inspected for quality and full order fulfillment and the project moves in the queue to "Ready for installation". 7.) The Division 9 Account Manager communicates final confirmation of expected installation and service dates and deliveries. 8.) If the order is Material only, the Division 9 Account Manager will confirm with the end user that all materials have been received and obtain receiving documentation. 9.) If the order is full service, once installation begins, daily logs will be generated through our "SiteFoto" custom app until completion. 10.) The project moves to approval and completion phase in our queue and Job Completion form is signed and dated as accepted by client. 11.) Project then moves to "ready to bill" queue status and an invoice is sent to the end user. 12.) Project moves to "O&M, Warranty" status, which triggers any optional initial maintenance to be scheduled, as well as a warranty check-in two months prior to expiration. 13.) Client Satisfaction survey is sent out; Project moves to "Completed" status. *
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Division 9 partners with top-tier manufacturers of flooring products, including several proposers and current Sourcewell contract holders. We have performed many projects as a subcontractor/dealer to current Sourcewell contract holders, and understand the role of the installation company in these transactions as well as client relationships. Our subcontractors and Fuse Alliance installation partners have offered a firm commitment to availability, expertise and quality in their respective specialties and locales, on behalf of Division 9's proposal.
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We have a dedicated Field Services department that conducts a daily scrum to address incoming and ongoing requests from both internal and external customers. Requests are answered well within 24 business hours. The Field Services department is incentivized on several internal KPIs such as response time, project-level documentation, and scrum participation. Our work is organized on a kanban project-management board that is accessible to all teammates in real-time on all devices. *
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Division 9 has installed projects in all western states as well as a few mid-west and southern states, and has successfully utilized the reciprocal relationship with other Fuse member-owners in the rest of the country to install their projects in our local region. We have established shipping lines to the lower 48 states as well as personnel with direct experience in Alaska and Hawaii. We mastered the art of remote work long before the rest of the world, having systems and protocol in place since 2005! We currently have direct employees in 4 states. *
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have several fellow Fuse member-owners in Canada, including a long-standing board advisor who has acted as the Canadian ambassador to the organization. We understand the relationship of Sourcewell and Canoe, and will utilize our Fuse partners to promote both the launch (where applicable) and ongoing success of Canoe sales in Canada. *

73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, of course! We are proud to support many local/regional non-profits both in their operations as well as construction projects, and look forward to expanding our reach to this sector. We have a best-in-class donation program in our local community, offering all of our overstock and remnant materials to both non-profits as well as the public - who purchase such materials from us in exchange for a donation to our local food bank.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are capable of servicing all of the United States and Canada.	*
75	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Division 9 does not have any limiting contracts in place with any other entities, and we are able to support clients in all of Sourcwell members' sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Standard ordering terms and conditions will apply to all sales in all territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In 2019 we dedicated a portion of our sales team to focus on public money segmentation strategy as part of our "recession-proofing" commitment. By utilizing the experience of these team members, we have enjoyed a successful positive trend line for municipal, state, and federal work throughout our geographic region. We implemented a well-thought CRM system to capture metrics on key clients and can then utilize this data to send out email campaigns specific to geography, type of end user, and size of customer purchases among other key indicators. We create marketing fliers on a quarterly basis and email these out to potential customers. We also attend and exhibit at numerous public agency trades shows each year. If awarded, we will utilize our existing system, as well as new sales incentives, to multiply our coverage and volume. To promote the Sourcwell contract, we will review our marketing campaigns, incentives, prospective and sold projects and make adjustments as needed, no less than once per month. We are attaching samples of marketing materials used in a similar fashion for past campaigns.	*
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize all current social media platforms to promote our projects. If awarded, we will implement a targeted campaign to promote Sourcwell with co-branded messaging and imagery. We will track metrics such as click-through and open rates to determine market acceptance of our messaging and adjust as needed. Our content manager is an expert in their field, and consistently achieves above-average click-through and open rates on their email campaigns (generally over 40%).	*
79	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	The most important feature of Sourcwell's role in our marketing plan will be salesperson interaction with your team. We expect to communicate on a regular basis with your business development staff to vet our leads, promote Sourcwell membership, and navigate complex transactions. We also request the use of the Sourcwell logo and contact information in our marketing materials, including but not limited to trade show displays, printed media, email blasts, and social media references.	*
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we have designed a client portal specifically for Sourcwell members that will launch upon award. Examples of user interfaces and basic procedure are attached.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
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81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Each product we sell is accompanied by a full documentation package including installation and long-term maintenance instructions. Where desired, we offer free initial maintenance technician training for the Sourcewell Participating Entity's own staff. We also offer ongoing maintenance services for annual fees depending upon flooring materials and regular-use traffic patterns.	*
82	Describe any technological advances that your proposed products or services offer.	<p>The most exciting technology offered in our product list is the option for bio-degradable carpet and LVT/LVP. Data shows that the actual percentage of flooring products that get physically recycled is in the single-digits, despite the ingenious mechanical abilities we have to repurpose its raw materials. Why? Recycling is cumbersome and expensive, and limited by geography.</p> <p>This is the only known biodegradable carpet/resilient option on the North American market, which turns the #2 U.S. landfill component into dirt via an innovative additive from Eco-One®. When introduced to the biologically active conditions found in landfills, Eco-One® forms a bio-film on the surface of the plastic raw materials, allowing microbes to penetrate the plastics and literally eat the polymer chains - within months, not hundreds of years.</p> <p>Our technology has proven to ensure that flooring materials will biodegrade only when introduced to a biologically active landfill, preserving form and function during the product's useful life, and is available at a significantly lower cost than traditional end-of-life recycling/reclamation options. These products are also made using excess factory capacity, further decreasing the carbon footprint of the offering. Finally, should the end-user wish to recycle versus biodegrade, this line of products can still be recycled by traditional means.</p>	*
83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Division 9 was one of the first dealerships in our industry to place a carpet recycling dumpster on our property, in 2008. We enthusiastically dedicated ourselves to making an impact on the presence of carpet in landfills, serving on related boards and commissions locally and participating in an annual recycling volume contest through the Fuse Alliance.</p> <p>Our products have a variety of environmental certifications, including but not limited to:</p> <ul style="list-style-type: none"> - Floor Score by SCS Global Services - Green Label Plus by Carpet & Rug Institute (CRI) - LEED points available for EQ 4.2 – Low Emitting Materials, MR 1.1 and/or 1.2 – Building Reuse, MR 2.1 – Construction Waste Management, MR 5.1 and/or 5.2 – Regional Materials - NSF/ANSI-140 Platinum certified - Red List Free DECLARE labels - Cradle-to-Cradle certification (MBDC) - 3rd Party Verified Environmental Production Declarations (EPD) - Health Product Declaration (HPD) labels - WELL Building Standard - complaint materials 	*
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>This question speaks to the heart of our philosophy - treating each floor as if it were our own. Indoor air quality is top of mind at Division 9. We have researched and chosen to promote products that contributed to IAQ LEED points, both for the benefit of our installation crews as well as end users of the products.</p> <p>The flooring industry has come a long way! All of the adhesion options associated with our products are low- to no-VOC. Acoustic pad can be added to almost all of the categories we offer. We have many vinyl-based options, which is the second-most allergen-repellant material available in our industry, next to ceramic/porcelain/stone tiling, of which we have offered over 65 different finish options.</p>	
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our products have a variety of environmental certifications, including but not limited to:</p> <ul style="list-style-type: none"> - Floor Score by SCS Global Services - Green Label Plus by Carpet & Rug Institute (CRI) - LEED points available for EQ 4.2 – Low Emitting Materials, MR 1.1 and/or 1.2 – Building Reuse, MR 2.1 – Construction Waste Management, MR 5.1 and/or 5.2 – Regional Materials - NSF/ANSI-140 Platinum certified - Red List Free DECLARE labels - Cradle-to-Cradle certification (MBDC) - 3rd Party Verified Environmental Production Declarations (EPD) - Health Product Declaration (HPD) labels - WELL Building Standard - complaint materials <p>In addition, we offer the only biodegradable flooring option on the market.</p>	*

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Yes, Division 9 is a nationally-certified Woman-Owned Business. We were proudly awarded the WBE designation from both NWBOC and WBENC in 2021, and have been successfully renewed ever since. In the performance of this contract we will be partnering with a variety of other certified diverse businesses across the U.S. via the Fuse Alliance membership.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The biggest value-add to working with Division 9 on your construction project is our brand promise: Your Project. Your Partner. We believe that our highest and best value is to ensure a successful project for all stakeholders.</p> <p>To accomplish this, Division 9 leverages our people to serve in the best of two worlds - we are an established, mid-sized company with national reach, and we are also family-owned and operated. Our people have hundreds of years of combined experience in the trade. We are also a member-owner of an exceptional trade organization whose mission is to educate and professionalize the installer.</p> <p>When purchasing an installed product or system, the Sourcewell Participating Entity needs to know three things:</p> <ol style="list-style-type: none"> 1. Product safety, applicability and aesthetic. Anyone can determine these characteristics with relative ease. 2. Compatibility of products and surrounding conditions. Flooring is largely composed of chemicals, and understanding how they will react in a given space is fairly scientific. Again though, an intelligent buyer can determine most of what they need to know if they choose to invest the time. 3. Proper installation technique, including sequencing and impacts to the physical space. This can be described by a chatbot, but not physically performed. For a complex flooring project to be successful, a human installation professional must be engaged and invested in the outcome. For at least the duration of this contract term, this piece of a successful flooring project still requires at least two hands, and the support of a professional organization of people. 	*

Table 14A: Warranty

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

Line Item	Question	Response *
88	Do your warranties cover all products, parts, and labor?	Yes, everything we sell is covered by a warranty. Warranty periods are optional. We start with a 1-year warranty for installation services, which can be negotiated. Our products are warranted by their respective manufacturers, to various extents and time periods.
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, we require that the products we sell be installed in accordance with the installation instructions provided by the manufacturer and within industry standard conditions. Utilizing the Fuse Alliance network for pre-qualified installers ensures we have experienced professionals on our projects as well as access to technical experts should a condition arise that is not addressed by standard instructions.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our installation warranty covers all expenses associated with repairing installation-related issues. Manufacturer warranties vary, but will typically account for necessary labor expenses to repair manufacturing-related issues.
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We are capable of performing warranty work in all regions of the United States and Canada.
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	When a manufacturing-related warranty issue arises, we will perform the needed repairs and request reimbursement from the manufacturer.
93	What are your proposed exchange and return programs and policies?	All products we sell have exchange and return policies controlled by their respective manufacturers. In general: custom orders are cancellable until raw materials are sourced, and may be partially cancellable until produced. Running line orders are cancellable prior to shipping; after shipping there will be a return freight and potential restocking fee that are passed through from the manufacturer. Exchanges are treated the same way as returns. Division 9 does not charge a separate fee for cancellations, returns, or exchanges of products.
94	Describe any service contract options for the items included in your proposal.	Ongoing maintenance contracts are available post-installation for all of the products we sell. We will also conduct free initial training of the Participating Entity's own staff to properly maintain their products.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	We offer a standard 1 year guarantee to our installation services. This can be extended by varying lengths with or without added cost, depending on the circumstances. The reason for a 1 year standard (which is industry standard) is because if an installation-related issue was to occur, it would be evident well within a year in most cases. As such, we have no concerns with extending that guarantee assuming we are dealing with standard conditions at the time of installation. We carefully consider all conditions and make sure our clients are aware of any risk factors prior to installation.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have a daily field reporting KPI that is essential to our service promise. At each of our job sites, every single day, our installation professionals record conditions, pre-task planning, constraints and other observations. These notes are combined into an easy-to-read daily report that is copied to all interested stakeholders of the project. Our personnel are incentivized for regular and relevant daily reporting. We also prioritize safe operations. All of our owned vehicles are equipped with tracking devices to measure safe driving, and employees are incentivized to win regular contests on related KPIs. We are proud of our accident-free record in the field, and require all our project management and installation personnel to be OSHA certified.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 97. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

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

- [Pricing](#) - Sourcewell Pricing-2023.pdf - Tuesday June 13, 2023 15:09:10
- [Financial Strength and Stability](#) - 07. Company & Financial.pdf - Tuesday June 13, 2023 12:36:33
- [Marketing Plan/Samples](#) - 12. Marketing Samples.pdf - Tuesday June 13, 2023 08:10:40
- [WMBE/MBE/SBE or Related Certificates](#) - 13. WBE certificates.pdf - Tuesday June 13, 2023 08:10:59
- [Warranty Information](#) - 14. Warranties.pdf - Tuesday June 13, 2023 12:35:32
- [Standard Transaction Document Samples](#) - 5. Standard Transaction Documents.pdf - Tuesday June 13, 2023 12:37:19
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 2A Subcontractors & Install Agreements.pdf - Tuesday June 13, 2023 08:11:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Rossi, President, Division 9 Inc.

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

Yes No

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

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

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