

COMPOSITE EXHIBIT "A"



Alternate Contract Source (ACS)

No. 30161700-20-ACS

For

Flooring Materials, with Related Supplies and Services

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Mohawk Carpet Distribution Inc., 160 Industrial Blvd., Calhoun, GA 30701 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

Sourcewell, a State of Minnesota local government agency and service cooperative competitively procured Flooring Materials, with Related Supplies and Services, and signed contract number 080819-MCD with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement became effective October 16, 2019, and is scheduled to expire on October 11, 2023. Thereafter, the Master Agreement may be extended for up to one additional one-year period upon request by Sourcewell and written agreement by Contractor.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin February 17, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire October 11, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit A, Special Contract Conditions.

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2. Renewal.

Upon agreement of the Parties, this Contract may be renewed, in whole or in part, for up to one additional one-year period, subject to prior extension of the underlying Master Agreement between Sourcewell and Contractor. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Contract. This Contract may only be renewed in accordance with section 287.057(13), Florida Statutes. Any renewal will be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all prior agreements. . This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of, this Contract. Exhibit A modifies or supplements the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract and amendments, with the latest issued having priority.
- b) Exhibit D: Additional Special Contract Conditions (Florida)
- c) Exhibit A: Special Contract Conditions (Florida)
- d) Exhibit B: State of Florida Price Sheet
- e) Exhibit C: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS number 30161700-20-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

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5. Primary Contacts

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.myflorida.com

Contractor's Contract Manager:

Stacey Ridley
Mohawk Carpet Distribution Inc.
160 S. Industrial Blvd.
Calhoun, GA 30701
Telephone: (706) 879-6582
Email: Stacey_Ridley@mohawkind.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

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IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR
MOHAWK CARPET DISTRIBUTION INC.**

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

Tami Fillyaw
Chief of Staff

Date:

Date:

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**CONTRACTOR
MOHAWK CARPET DISTRIBUTION INC.**



Mike Gallman, President
Mohawk Group

February 7, 2020

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**



Tami Fillyaw
Chief of Staff

2/11/2020

Date:

Exhibit A

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Exhibit B



US Pricing

FREIGHT TERMS [FOB Destination Prepaid and Add]

Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	5% Discount
Broadloom	A Different Angle	KC234	Velvet	12'	SY	\$ 64.53	\$ 60.43	\$ 57.41
Broadloom	Adirondack II	ADKII	Velvet	12'	SY	\$ 83.48	\$ 78.17	\$ 74.26
Broadloom	Ancient Refuge	KC248	Unibond Plus	12'	SY	\$ 48.58	\$ 45.49	\$ 43.22
Broadloom	Applied Art	KC217	Velvet	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01
Broadloom	Applied Science	KC218	Velvet	12'	SY	\$ 53.95	\$ 50.51	\$ 47.99
Broadloom	Artist II / QS	BC380	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Autobiography	BC372	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Base Camp / QS	BC332	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Belonging	KC230	Unibond Plus	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01
Broadloom	Braided Texture	KC231	Unibond Plus	12'	SY	\$ 53.98	\$ 50.54	\$ 48.02
Broadloom	Brain Power	GL136	Unibond Plus	12'	SY	\$ 34.18	\$ 32.00	\$ 30.40
Broadloom	Brera	GL018	Weldlok	12'	SY	\$ 46.78	\$ 43.81	\$ 41.62
Broadloom	Broken Checks / QS	BC403	Unibond Plus	12'	SY	\$ 27.88	\$ 26.10	\$ 24.79
Broadloom	Broken Earth	KC249	Unibond Plus	12'	SY	\$ 48.58	\$ 45.49	\$ 43.22
Broadloom	Cedar Lane	SLC40	Weldlok	12'	SY	\$ 13.48	\$ 12.63	\$ 12.00
Broadloom	CEO II / QS	BC382	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Chilled Check / QS	GL320	Unibond Plus	12'	SY	\$ 30.58	\$ 28.63	\$ 27.20
Broadloom	Clearly Classic	KC221	Velvet	12'	SY	\$ 57.15	\$ 53.51	\$ 50.83
Broadloom	Common Chord	KC247	Karaloc	12'	SY	\$ 85.30	\$ 79.88	\$ 75.88
Broadloom	Connecting Neurons / QS 4 week	BC501	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Connetic / QS	BC426	Unibond Plus	12'	SY	\$ 17.08	\$ 15.99	\$ 15.19
Broadloom	Crestmont Ave	SLC39	Weldlok	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Cross Knit / QS	BC375	Unibond Plus	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Cuneiform - 250SY min	M8351	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Delancey Street	SLC36	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Diffused Selvedge / QS	BC374	Unibond Plus	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Doctor II / QS	BC381	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Driven / QS	BC427	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Durkan Now	BC288	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Durkan Now / QS	BC439	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Elegant Cloth	GL181	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Elegant Fracture	KC189	Unibond Plus	12'	SY	\$ 50.38	\$ 47.17	\$ 44.82
Broadloom	Emerging Lights II	GL157	Unibond Plus	12'	SY	\$ 34.18	\$ 32.00	\$ 30.40
Broadloom	End Result / QS	BC441	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Energy Burst / QS	BC404	Unibond Plus	12'	SY	\$ 27.88	\$ 26.10	\$ 24.79
Broadloom	Essential Elements / QS	BC257	Weldlok	12'	SY	\$ 28.78	\$ 26.95	\$ 25.61
Broadloom	Existence	KC229	Unibond Plus	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01
Broadloom	Exotic Fauna	GL182	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Faculty Remix	GL154	Unibond Plus	12'	SY	\$ 30.58	\$ 28.63	\$ 27.20
Broadloom	Fells Point	SLC36	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Flameslitch III	GL168	Unibond Plus	12'	SY	\$ 34.18	\$ 32.00	\$ 30.40
Broadloom	Fluidity	KC132	Velvet	12'	SY	\$ 76.64	\$ 71.77	\$ 68.18
Broadloom	Foreign Flora	GL183	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Fortitude III	KC219	Velvet	12'	SY	\$ 69.25	\$ 64.84	\$ 61.60
Broadloom	Forward Vision	GL135	Unibond Plus	12'	SY	\$ 34.18	\$ 32.00	\$ 30.40
Broadloom	Gathered Style / QS	BC406	Weldlok	12'	SY	\$ 10.78	\$ 10.09	\$ 9.59
Broadloom	Global Attraction	KC222	Velvet	12'	SY	\$ 61.13	\$ 57.24	\$ 54.38
Broadloom	Goonj Revival / QS 4 week	MH361	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Graphic Touch / QS	BC452	Weldlok	12'	SY	\$ 11.68	\$ 10.94	\$ 10.39
Broadloom	Homegrown	KC255	Karaloc	12'	SY	\$ 86.67	\$ 81.15	\$ 77.09
Broadloom	Horsepower II	GL170	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Humble	KC227	Unibond Plus	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01
Broadloom	Humble Luxe	KC187	Unibond Plus	12'	SY	\$ 50.38	\$ 47.17	\$ 44.82
Broadloom	Idlewild	KC216	Wilton	12'	SY	\$ 67.23	\$ 62.95	\$ 59.80
Broadloom	In The Loop / QS	BC309	Weldlok	12'	SY	\$ 18.09	\$ 16.94	\$ 16.09
Broadloom	In the Money / QS	BC440	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Interplay / QS	GL415	Unibond Plus	12'	SY	\$ 21.58	\$ 20.21	\$ 19.20
Broadloom	Interplay Stripe / QS	GL416	Unibond Plus	12'	SY	\$ 21.58	\$ 20.21	\$ 19.20
Broadloom	Journal	BC370	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Know-How	GL137	Unibond Plus	12'	SY	\$ 34.18	\$ 32.00	\$ 30.40
Broadloom	La Belle Boucle	KC220	Unibond Plus	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01
Broadloom	Lake Point	KC130	Velvet	12'	SY	\$ 76.88	\$ 71.99	\$ 68.39
Broadloom	Lakir Revival / QS 4 week	MH362	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Laurel Path	SLC34	Weldlok	12'	SY	\$ 24.28	\$ 22.73	\$ 21.59
Broadloom	Lean-To	SLC31	Weldlok	12'	SY	\$ 27.88	\$ 26.10	\$ 24.79
Broadloom	Living Quarters	SLC26	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Luxury Trade	GL184	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Made to Move / QS	BC219	Weldlok	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Makers Mesh	KC246	Velvet	12'	SY	\$ 81.14	\$ 75.98	\$ 72.18
Broadloom	Matte Finish	GL421	Unibond Plus	12'	SY	\$ 28.78	\$ 26.95	\$ 25.61
Broadloom	Micropleat	KC250	Karaloc	12'	SY	\$ 62.91	\$ 58.90	\$ 55.96
Broadloom	Mill Avenue	SLC41	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Mindful - 20 (15 ft)	BC411	Weldlok	12'	SY	\$ 8.98	\$ 8.40	\$ 7.98
Broadloom	Mindful - 20 / QS	BC395	Weldlok	12'	SY	\$ 8.08	\$ 7.57	\$ 7.19
Broadloom	Mindful - 26 (15 ft)	BC412	Weldlok	12'	SY	\$ 10.78	\$ 10.09	\$ 9.59
Broadloom	Mindful - 26 / QS	BC396	Weldlok	12'	SY	\$ 10.78	\$ 10.09	\$ 9.59
Broadloom	Mindful - Base / QS	BC397	Weldlok	12'	SY	\$ 7.65	\$ 7.16	\$ 6.80
Broadloom	Mirada Stitchlock / QS	GL417	Unibond Plus	12'	SY	\$ 21.58	\$ 20.21	\$ 19.20
Broadloom	Monograph	BC369	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Moss Moderne	GL420	Unibond Plus	12'	SY	\$ 28.78	\$ 26.95	\$ 25.61
Broadloom	Must Have / QS	BC287	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Narration	KC228	Unibond Plus	12'	SY	\$ 44.98	\$ 42.11	\$ 40.01



US Pricing

FREIGHT TERMS [FOB Destination Prepaid and Add]

Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	5% Discount
Broadloom	New Basics III 20 / QS	BC398	Weldlok	12'	SY	\$ 13.48	\$ 12.63	\$ 12.00
Broadloom	New Basics III 26 / QS	BC399	Unibond Plus	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	New York, NY II	KC176	Velvet	12'	SY	\$ 75.02	\$ 70.25	\$ 66.74
Broadloom	Nimble Breeze - 250SY min	M6350	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Nouveau III	KC178	Velvet	12'	SY	\$ 70.52	\$ 66.04	\$ 62.73
Broadloom	On the Rise / QS	BC221	Weldlok	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Oppidan	SLC28	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Ornate Metal	GL185	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Out of the Gate / QS	BC438	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Palace Hall	SLC29	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Photofinish II	GL169	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Plateau II	DC147	Weldlok	12'	SY	\$ 55.78	\$ 52.23	\$ 49.62
Broadloom	Pocket Square	KC225	Wilton	12'	SY	\$ 72.05	\$ 67.47	\$ 64.09
Broadloom	Quarterage	SLC32	Weldlok	12'	SY	\$ 26.08	\$ 24.42	\$ 23.20
Broadloom	Quillen II	KC177	Velvet	12'	SY	\$ 76.18	\$ 71.32	\$ 67.75
Broadloom	Quinta	SLC30	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Quixotic	KC212	Unibond Plus	12'	SY	\$ 35.98	\$ 33.69	\$ 32.01
Broadloom	Random Weave / QS	BC377	Unibond Plus	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Reassurance / QS	BC442	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Resistance / QS	BC428	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Retrospection	BC371	Unibond Plus	12'	SY	\$ 32.38	\$ 30.32	\$ 28.81
Broadloom	Right of Way - 250SY min	M6349	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Rural Street	SLC25	Weldlok	12'	SY	\$ 24.28	\$ 22.73	\$ 21.59
Broadloom	Shadow Pass	KC271	Wilton	12'	SY	\$ 53.98	\$ 50.54	\$ 48.02
Broadloom	Smart Details / QS	BC451	Weldlok	12'	SY	\$ 12.58	\$ 11.77	\$ 11.19
Broadloom	Solve II	BC416	Unibond Plus	12'	SY	\$ 26.08	\$ 24.42	\$ 23.20
Broadloom	Spectrum 30 V / QS	BC246	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Spectrum 36 V	BC247	Weldlok	12'	SY	\$ 23.38	\$ 21.89	\$ 20.80
Broadloom	Start Right / QS	BC453	Weldlok	12'	SY	\$ 12.58	\$ 11.77	\$ 11.19
Broadloom	Structure Revival / QS 4 week	MH363	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Suburbia	SLC27	Weldlok	12'	SY	\$ 15.28	\$ 14.31	\$ 13.59
Broadloom	Surry Hills	SLC37	Weldlok	12'	SY	\$ 17.98	\$ 16.84	\$ 16.00
Broadloom	Timeline	KC254	Karaloc	12'	SY	\$ 78.77	\$ 73.75	\$ 70.07
Broadloom	Tooled Surface / QS	BC394	Unibond Plus	12'	SY	\$ 22.48	\$ 21.05	\$ 20.00
Broadloom	Trail Mix / QS	BC333	Weldlok	12'	SY	\$ 16.18	\$ 15.15	\$ 14.40
Broadloom	Trasilent Shadow / QS 4 week	BC500	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Tremor / QS 4 week	BC502	Weldlok	12'	SY	\$ 68.38	\$ 64.02	\$ 60.82
Broadloom	Twining	KC257	Karaloc	12'	SY	\$ 78.77	\$ 73.75	\$ 70.07
Broadloom	Uncommon Thread	KC233	Velvet	12'	SY	\$ 64.53	\$ 60.43	\$ 57.41
Broadloom	Wavelength	GL149	Unibond Plus	12'	SY	\$ 37.78	\$ 35.37	\$ 33.61
Broadloom	Welcome Pointe	SLC33	Weldlok	12'	SY	\$ 24.28	\$ 22.73	\$ 21.59
Broadloom	Well Dressed	KC226	Wilton	12'	SY	\$ 72.97	\$ 68.33	\$ 64.91
Broadloom	Whip Stitch / QS	BC376	Unibond Plus	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Winding Way	SLC42	Weldlok	12'	SY	\$ 19.78	\$ 18.52	\$ 17.60
Broadloom	Wired Mesh / QS	BC393	Unibond Plus	12'	SY	\$ 22.48	\$ 21.05	\$ 20.00
Cushion Pad	SMART STEP 20 12'	P20BP	Pad	12'	SY	\$ 2.95	\$ 2.76	\$ 2.62
Cushion Pad	SMART STEP 20 6'	P20BP	Pad	6'	SY	\$ 2.95	\$ 2.76	\$ 2.62
Cushion Pad	SMART STEP 24 12'	P24BP	Pad	12'	SY	\$ 3.15	\$ 2.95	\$ 2.80
Cushion Pad	SMART STEP 24 6'	P24BP	Pad	6'	SY	\$ 3.15	\$ 2.95	\$ 2.80
Cushion Pad	SMART STEP 28 12'	P28BP	Pad	12'	SY	\$ 3.37	\$ 3.15	\$ 2.99
Cushion Pad	SMART STEP 28 6'	P28BP	Pad	6'	SY	\$ 3.37	\$ 3.15	\$ 2.99
Cushion Pad	SMART STEP 32 12'	P32BP	Pad	12'	SY	\$ 3.67	\$ 3.43	\$ 3.26
Cushion Pad	SMART STEP 32 6'	P32BP	Pad	6'	SY	\$ 3.67	\$ 3.43	\$ 3.26
Cushion Pad	SMART STEP 40 12'	P40BP	Pad	12'	SY	\$ 4.54	\$ 4.25	\$ 4.03
Cushion Pad	SMART STEP 40 6'	P40BP	Pad	6'	SY	\$ 4.54	\$ 4.25	\$ 4.03
Laminate		1967 C2010	Laminate	47"	SF	\$ 4.89	\$ 4.58	\$ 4.35
Laminate	Boho	C2009	Laminate	54"	SF	\$ 4.89	\$ 4.58	\$ 4.35
LVT	Antiek	C0015	Vinyl Tile	9" x 48"	SF	\$ 5.71	\$ 5.35	\$ 5.08
LVT	Antiek	C0015	Vinyl Tile	8" x 60"	SF	\$ 5.71	\$ 5.35	\$ 5.08
LVT	Bolder	C0010	Vinyl Tile	36" x 36"	SF	\$ 5.87	\$ 5.50	\$ 5.22
LVT	Centrato	C0104	Vinyl Tile	7"x51"	SF	\$ 3.49	\$ 3.27	\$ 3.10
LVT	Edgeland	C0085	Vinyl Tile	6" x 48"	SF	\$ 2.23	\$ 2.09	\$ 1.98
LVT	Etchworks	C0064	Vinyl Tile	6" x 48"	SF	\$ 4.61	\$ 4.32	\$ 4.10
LVT	Grainiac	C0013	Vinyl Tile	6" x 48"	SF	\$ 2.90	\$ 2.71	\$ 2.58
LVT	Grown Up	C0075	Vinyl Tile	9" x 59"	SF	\$ 6.91	\$ 6.48	\$ 6.15
LVT	Hemstitch	CR710	Vinyl Tile	9.25"x59.25"	SF	\$ 7.74	\$ 7.25	\$ 6.89
LVT	Hit the Mark	C0095	Vinyl Tile	7.25" x 48"	SF	\$ 6.39	\$ 5.98	\$ 5.68
LVT	Hit the Mark	C0095	Vinyl Tile	18" x 36"	SF	\$ 6.39	\$ 5.98	\$ 5.68
LVT	Hit the Mark	C0095	Vinyl Tile	12" x 24"	SF	\$ 6.39	\$ 5.98	\$ 5.68
LVT	Lajara	C0134	Vinyl Tile	6" x 48"	SF	\$ 1.82	\$ 1.71	\$ 1.62
LVT	Lineate	C0089	Vinyl Tile	9" x 59"	SF	\$ 5.87	\$ 5.50	\$ 5.22
LVT	Linked	CR708	Vinyl Tile	9.84"x39.37"	SF	\$ 7.74	\$ 7.25	\$ 6.89
LVT	Living Local Glue Down	C2039	Vinyl Tile	6" x 48"	SF	\$ 3.49	\$ 3.27	\$ 3.10
LVT	Matuto Plus	C0101	Vinyl Tile	12" x 24"	SF	\$ 4.95	\$ 4.63	\$ 4.40
LVT	Metal	C0059	Vinyl Tile	18" x 36"	SF	\$ 6.91	\$ 6.48	\$ 6.15
LVT	Mixte Solid	C0090	Vinyl Tile	36" x 36"	SF	\$ 5.87	\$ 5.50	\$ 5.22
LVT	Mixte Stripe	C0091	Vinyl Tile	36" x 36"	SF	\$ 5.87	\$ 5.50	\$ 5.22
LVT	Molveno Stones	C0109	Vinyl Tile	11.75" x 35.75"	SF	\$ 5.44	\$ 5.09	\$ 4.84
LVT	Molveno Woods	C0110	Vinyl Tile	7.75" x 59.75"	SF	\$ 5.44	\$ 5.09	\$ 4.84
LVT	Morikato Stone	C0016	Vinyl Tile	18" x 36"	SF	\$ 5.54	\$ 5.18	\$ 4.92
LVT	Morikato Stone	C0016	Vinyl Tile	12" x 24"	SF	\$ 5.54	\$ 5.18	\$ 4.92
LVT	Morikato Wood	C0016	Vinyl Tile	7" x 48"	SF	\$ 5.54	\$ 5.18	\$ 4.92



US Pricing
FREIGHT TERMS [FOB Destination Prepaid and Add]
Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	5% Discount
LVT	Pivot Point	C0113	Vinyl Tile	7" x 48"	SF	\$ 5.85	\$ 5.48	\$ 5.21
LVT	Pivot Point	C0113	Vinyl Tile	36"x36"	SF	\$ 5.85	\$ 5.48	\$ 5.21
LVT	Prizefighter	C0133	Vinyl Tile	7"x48"	SF	\$ 5.44	\$ 5.09	\$ 4.84
LVT	Secoya	C0009	Vinyl Tile	9" x 59"	SF	\$ 5.87	\$ 5.50	\$ 5.22
LVT	Select Step II Stone	CR704	Vinyl Tile	18"x36"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Select Step II Wood	CR703	Vinyl Tile	7.25"x48"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Select Step Stone	C0007	Vinyl Tile	18" x 18"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Select Step Stone	C0007	Vinyl Tile	18" x 36"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Select Step Wood	C0007	Vinyl Tile	7.25" x 48"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Select Step Wood	C0007	Vinyl Tile	6" x 48"	SF	\$ 4.39	\$ 4.10	\$ 3.90
LVT	Trenta Stone	C0053	Vinyl Tile	12" x 24"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Trenta Stone	C0054	Vinyl Tile	18" x 18"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Trenta Stone	C0055	Vinyl Tile	18" x 36"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Trenta Wood	C0050	Vinyl Tile	4" x 36"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Trenta Wood	C0051	Vinyl Tile	7.25" x 48"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Trenta Wood	C0052	Vinyl Tile	9" x 48"	SF	\$ 6.95	\$ 6.51	\$ 6.18
LVT	Vivid Step Plank	CR705	Vinyl Tile	6"x48"	SF	\$ 2.00	\$ 1.87	\$ 1.77
LVT	Vivid Step Stone	CR706	Vinyl Tile	12"x24"	SF	\$ 2.00	\$ 1.87	\$ 1.77
LVT	Weave	CR709	Vinyl Tile	18"x36"	SF	\$ 7.74	\$ 7.25	\$ 6.89
Modular Tile	A Premonition II	GT161	EcoFlex NXT	24x24	SY	\$ 60.08	\$ 56.26	\$ 53.45
Modular Tile	Academic View / QS	BT433	EcoFlex Matrix	24x24	SY	\$ 27.79	\$ 26.02	\$ 24.72
Modular Tile	Adaptable / QS	BT432	EcoFlex Matrix	24x24	SY	\$ 27.79	\$ 26.02	\$ 24.72
Modular Tile	Amplitude	GT147	EcoFlex NXT	24x24	SY	\$ 51.41	\$ 48.14	\$ 45.73
Modular Tile	Amused II	GT313	EcoFlex NXT	24x24	SY	\$ 61.14	\$ 57.25	\$ 54.39
Modular Tile	Archaic Form Plank	GT321	EcoFlex ICT	12x36	SY	\$ 50.11	\$ 46.92	\$ 44.57
Modular Tile	Artist II / QS	BT360	EcoFlex ICT	24x24	SY	\$ 31.13	\$ 29.15	\$ 27.69
Modular Tile	Audacious	BT359	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Awareness	BT384	EcoFlex ICT	24x24	SY	\$ 33.66	\$ 31.51	\$ 29.93
Modular Tile	Bacchans	GT408	Ecoflex NXT	12x36	SY	\$ 41.38	\$ 38.74	\$ 36.81
Modular Tile	Biomorph	KT256	EcoFlex NXT	24x24	SY	\$ 44.05	\$ 41.26	\$ 39.19
Modular Tile	Blended Twist / QS	BT413	EcoFlex ICT	24x24	SY	\$ 23.87	\$ 22.36	\$ 21.24
Modular Tile	Blurred Lines	GT191	EcoFlex ICT	24x24	SY	\$ 45.82	\$ 42.91	\$ 40.76
Modular Tile	Braided Stream II	GT175	EcoFlex NXT	24x24	SY	\$ 49.34	\$ 46.20	\$ 43.89
Modular Tile	Braided Texture	KT231	EcoFlex NXT	24x24	SY	\$ 62.97	\$ 58.96	\$ 56.01
Modular Tile	Brain Power	GT136	EcoFlex NXT	24x24	SY	\$ 47.72	\$ 44.68	\$ 42.45
Modular Tile	By The Book	GT091	EcoFlex ICT	24x24	SY	\$ 45.04	\$ 42.17	\$ 40.06
Modular Tile	Caliber / QS	BT282	EcoFlex ICT	24x24	SY	\$ 30.52	\$ 28.58	\$ 27.16
Modular Tile	Central Point	BT426	EcoFlex Matrix	24x24	SY	\$ 25.18	\$ 23.58	\$ 22.41
Modular Tile	CEO II / QS	BT382	EcoFlex ICT	24x24	SY	\$ 31.13	\$ 29.15	\$ 27.69
Modular Tile	Character Lines	GT099	EcoFlex ICT	24x24	SY	\$ 56.50	\$ 52.90	\$ 50.26
Modular Tile	ChillID	GT424	EcoFlex NXT	12x36	SY	\$ 50.38	\$ 47.17	\$ 44.82
Modular Tile	Chitalpa	GT407	EcoFlex NXT	12x36	SY	\$ 41.38	\$ 38.74	\$ 36.81
Modular Tile	City Fragments	GT100	EcoFlex ICT	24x24	SY	\$ 56.50	\$ 52.90	\$ 50.26
Modular Tile	Clever Class / QS	BT408	EcoFlex ICT	24x24	SY	\$ 19.93	\$ 18.66	\$ 17.72
Modular Tile	Color Balance	GT405	EcoFlex NXT	12x36	SY	\$ 40.79	\$ 38.19	\$ 36.28
Modular Tile	ColorBeat	GT180	EcoFlex NXT	24x24	SY	\$ 43.99	\$ 41.20	\$ 39.14
Modular Tile	ColorBeat Plank	GT296	EcoFlex NXT	12x36	SY	\$ 48.28	\$ 45.21	\$ 42.95
Modular Tile	Coolly Noted / QS	BT336	EcoFlex ICT	24x24	SY	\$ 19.93	\$ 18.66	\$ 17.72
Modular Tile	Creative Spark	BT426	EcoFlex Matrix	24x24	SY	\$ 25.18	\$ 23.58	\$ 22.41
Modular Tile	Curious	GT150	EcoFlex NXT	24x24	SY	\$ 50.43	\$ 47.22	\$ 44.86
Modular Tile	Datum / QS	BT284	EcoFlex ICT	24x24	SY	\$ 30.52	\$ 28.58	\$ 27.16
Modular Tile	DesignConnect II	GT106	EcoFlex ICT	24x24	SY	\$ 54.57	\$ 51.11	\$ 48.55
Modular Tile	DesignFrame	GT107	EcoFlex ICT	24x24	SY	\$ 54.57	\$ 51.11	\$ 48.55
Modular Tile	DesignScene II	GT105	EcoFlex ICT	24x24	SY	\$ 53.39	\$ 49.99	\$ 47.49
Modular Tile	Diagonal Relief	KT237	EcoFlex NXT	24x24	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Diffuse	BT425	EcoFlex ICT	12x36	SY	\$ 39.29	\$ 36.80	\$ 34.96
Modular Tile	Digital Terrain Plank	GT341	EcoFlex NXT	12x36	SY	\$ 47.17	\$ 44.17	\$ 41.96
Modular Tile	Disruptive Path / QS	BT430	EcoFlex NXT	12x36	SY	\$ 38.14	\$ 35.72	\$ 33.93
Modular Tile	Doctor II / QS	BT381	EcoFlex ICT	24x24	SY	\$ 31.13	\$ 29.15	\$ 27.69
Modular Tile	Draft Point	BT427	EcoFlex Matrix	24x24	SY	\$ 25.18	\$ 23.58	\$ 22.41
Modular Tile	Drifted Ground Plank / QS	BT389	EcoFlex ICT	12x36	SY	\$ 39.55	\$ 37.02	\$ 35.17
Modular Tile	Ecosphere / QS	GT333	EcoFlex NXT	24x24	SY	\$ 41.19	\$ 38.57	\$ 36.65
Modular Tile	Emerging Lights II	GT157	EcoFlex NXT	24x24	SY	\$ 51.51	\$ 48.23	\$ 45.82
Modular Tile	Enlivened / QS	BT455	EcoFlex Matrix	24x24	SY	\$ 27.79	\$ 26.02	\$ 24.72
Modular Tile	Enthralled II	GT314	EcoFlex NXT	24x24	SY	\$ 61.14	\$ 57.25	\$ 54.39
Modular Tile	Faculty Remix	GT154	EcoFlex NXT	24x24	SY	\$ 46.14	\$ 43.20	\$ 41.04
Modular Tile	Fade Relief	KT238	EcoFlex NXT	24x24	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Field Overlay Dark	GT403	EcoFlex NXT	12x36	SY	\$ 42.25	\$ 39.56	\$ 37.59
Modular Tile	First One Up II / QS	BT443	EcoFlex ICT	24x24	SY	\$ 32.42	\$ 30.35	\$ 28.84
Modular Tile	FirstStep II / QS	GT315	EcoFlex ICT	24x24	SY	\$ 88.10	\$ 82.50	\$ 78.37
Modular Tile	Flamestitch III	GT168	EcoFlex NXT	24x24	SY	\$ 52.57	\$ 49.22	\$ 46.76
Modular Tile	Forward Vision	GT135	EcoFlex NXT	24x24	SY	\$ 47.72	\$ 44.68	\$ 42.45
Modular Tile	Fractal Ground	GT425	EcoFlex NXT	12x36	SY	\$ 50.38	\$ 47.17	\$ 44.82
Modular Tile	Framed Structure / QS	BT436	EcoFlex Matrix	24x24	SY	\$ 23.06	\$ 21.59	\$ 20.51
Modular Tile	Get Around	GT092	EcoFlex ICT	24x24	SY	\$ 45.04	\$ 42.17	\$ 40.06
Modular Tile	Gravitational Plank	GT343	EcoFlex NXT	12x36	SY	\$ 47.17	\$ 44.17	\$ 41.96
Modular Tile	Ground Cover	GT402	EcoFlex NXT	12x36	SY	\$ 57.46	\$ 53.81	\$ 51.12
Modular Tile	Ground Strata II	GT159	EcoFlex NXT	24x24	SY	\$ 51.51	\$ 48.23	\$ 45.82
Modular Tile	Headstrong / QS	BT354	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Hem	GT178	EcoFlex NXT	24x24	SY	\$ 43.16	\$ 40.41	\$ 38.39
Modular Tile	Hem Plank	GT295	EcoFlex NXT	12x36	SY	\$ 51.26	\$ 48.00	\$ 45.60
Modular Tile	Hidden Dimension	BT497	Ecoflex Matrix	24x24	SY	\$ 26.98	\$ 25.26	\$ 24.00



US Pricing
FREIGHT TERMS [FOB Destination Prepaid and Add]
Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	5%
Modular Tile	High Marks	GT108	EcoFlex ICT	24x24	SY	\$ 45.04	\$ 42.17	\$ 40.06
Modular Tile	Horsepower II	GT170	EcoFlex NXT	24x24	SY	\$ 54.71	\$ 51.23	\$ 48.66
Modular Tile	Hustle & Bustle	GT307	EcoFlex NXT	24x24	SY	\$ 41.53	\$ 38.89	\$ 36.95
Modular Tile	Hydrosphere / QS	GT332	EcoFlex NXT	24x24	SY	\$ 41.19	\$ 38.57	\$ 36.65
Modular Tile	Hyper Earth Plank	BT405	EcoFlex ICT	12x36	SY	\$ 40.75	\$ 38.15	\$ 36.25
Modular Tile	In The Loop / QS	BT309	EcoFlex ICT	24x24	SY	\$ 34.32	\$ 32.14	\$ 30.53
Modular Tile	Inseam Plank	GT297	EcoFlex NXT	12x36	SY	\$ 51.26	\$ 48.00	\$ 45.60
Modular Tile	Insurgent	BT367	EcoFlex ICT	24x24	SY	\$ 34.87	\$ 32.85	\$ 31.02
Modular Tile	Integrate	BT423	EcoFlex ICT	24x24	SY	\$ 36.54	\$ 34.21	\$ 32.50
Modular Tile	Intercosmic	KT251	EcoFlex NXT	24x24	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Interthread / QS	BT449	EcoFlex Matrix	24x24	SY	\$ 16.70	\$ 15.64	\$ 14.86
Modular Tile	Into It	GT319	EcoFlex NXT	24x24	SY	\$ 36.84	\$ 34.50	\$ 32.78
Modular Tile	It's a Sign II	GT162	EcoFlex NXT	24x24	SY	\$ 60.08	\$ 56.26	\$ 53.45
Modular Tile	Jacket II	GT171	EcoFlex NXT	24x24	SY	\$ 48.28	\$ 45.21	\$ 42.95
Modular Tile	Jean	GT177	EcoFlex NXT	24x24	SY	\$ 43.16	\$ 40.41	\$ 38.39
Modular Tile	Kinesthetic Plank	GT317	EcoFlex NXT	12x36	SY	\$ 40.43	\$ 37.85	\$ 35.96
Modular Tile	Know-How	GT137	EcoFlex NXT	24x24	SY	\$ 47.72	\$ 44.68	\$ 42.45
Modular Tile	Late Night	GT306	EcoFlex NXT	24x24	SY	\$ 41.53	\$ 38.89	\$ 36.95
Modular Tile	Lateral Surface	BT314	EcoFlex ICT	24x24	SY	\$ 30.52	\$ 28.58	\$ 27.16
Modular Tile	Lenticular Relief	KT240	EcoFlex NXT	24x24	SY	\$ 77.99	\$ 73.03	\$ 69.38
Modular Tile	Lithosphere / QS	GT334	EcoFlex NXT	24x24	SY	\$ 41.19	\$ 38.57	\$ 36.65
Modular Tile	Living World	KT253	EcoFlex NXT	24x24	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Macro Bloom Frosted Shield	GT388	EcoFlex NXT	12x36	SY	\$ 57.46	\$ 53.81	\$ 51.12
Modular Tile	MellowD	GT426	EcoFlex NXT	12x36	SY	\$ 50.38	\$ 47.17	\$ 44.82
Modular Tile	Metagalectic Plank	KT252	EcoFlex NXT	12x36	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Metallic Path / QS	BT431	EcoFlex NXT	12x36	SY	\$ 36.14	\$ 35.72	\$ 33.93
Modular Tile	Metamorphic Plank / QS	BT388	EcoFlex ICT	12x36	SY	\$ 39.54	\$ 37.02	\$ 35.17
Modular Tile	Micro Bloom Frosted Shield	GT397	EcoFlex NXT	12x36	SY	\$ 57.46	\$ 53.81	\$ 51.12
Modular Tile	Mindful / QS	BT446	EcoFlex Matrix	24x24	SY	\$ 14.90	\$ 13.95	\$ 13.25
Modular Tile	Mindful Stripe / QS	BT447	EcoFlex Matrix	24x24	SY	\$ 14.90	\$ 13.95	\$ 13.25
Modular Tile	Mischievous	GT151	EcoFlex NXT	24x24	SY	\$ 50.43	\$ 47.22	\$ 44.86
Modular Tile	Mix & Match Plank	BT385	EcoFlex ICT	12x36	SY	\$ 37.89	\$ 35.48	\$ 33.71
Modular Tile	Mutineer	BT366	EcoFlex ICT	24x24	SY	\$ 34.87	\$ 32.65	\$ 31.02
Modular Tile	New Basics III / QS	BT400	EcoFlex ICT	24x24	SY	\$ 27.72	\$ 25.95	\$ 24.66
Modular Tile	Off The Wall	GT195	EcoFlex NXT	24x24	SY	\$ 55.78	\$ 52.24	\$ 49.62
Modular Tile	On The Surface II	GT176	EcoFlex NXT	24x24	SY	\$ 49.34	\$ 46.20	\$ 43.89
Modular Tile	Outer Layers Plank	GT323	EcoFlex ICT	12x36	SY	\$ 50.11	\$ 46.92	\$ 44.57
Modular Tile	Photofinish II	GT169	EcoFlex NXT	24x24	SY	\$ 54.71	\$ 51.23	\$ 48.66
Modular Tile	Picture This / QS	BT334	EcoFlex ICT	24x24	SY	\$ 19.93	\$ 18.66	\$ 17.72
Modular Tile	Pix II	GT158	EcoFlex NXT	24x24	SY	\$ 55.79	\$ 52.25	\$ 49.63
Modular Tile	Plane High	KT236	EcoFlex NXT	24x24	SY	\$ 73.71	\$ 69.01	\$ 65.56
Modular Tile	Plane Low	KT235	EcoFlex NXT	24x24	SY	\$ 69.40	\$ 64.98	\$ 61.73
Modular Tile	Pop Icon	GT194	EcoFlex NXT	24x24	SY	\$ 55.78	\$ 52.24	\$ 49.62
Modular Tile	Posture / QS	BT407	EcoFlex ICT	24x24	SY	\$ 19.93	\$ 18.66	\$ 17.72
Modular Tile	Ready Confetti	BT383	EcoFlex ICT	24x24	SY	\$ 33.66	\$ 31.51	\$ 29.93
Modular Tile	Reawakened Plank	GT302	EcoFlex NXT	12x36	SY	\$ 50.11	\$ 46.92	\$ 44.57
Modular Tile	Rebel	BT357	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Reckless / QS	BT353	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Reconstruct	BT424	EcoFlex ICT	24x24	SY	\$ 36.54	\$ 34.21	\$ 32.50
Modular Tile	Rediscovered Plank	GT303	EcoFlex NXT	12x36	SY	\$ 50.11	\$ 46.92	\$ 44.57
Modular Tile	Relative Degree	GT192	EcoFlex ICT	24x24	SY	\$ 45.82	\$ 42.91	\$ 40.76
Modular Tile	Rendered Reality	GT193	EcoFlex ICT	24x24	SY	\$ 45.82	\$ 42.91	\$ 40.76
Modular Tile	RestD	GT427	EcoFlex NXT	12x36	SY	\$ 50.38	\$ 47.17	\$ 44.82
Modular Tile	Restore	BT417	EcoFlex ICT	24x24	SY	\$ 39.39	\$ 36.88	\$ 35.03
Modular Tile	Riot / QS	BT355	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Rise Up / QS	GT420	EcoFlex NXT	24x24	SY	\$ 29.68	\$ 27.79	\$ 26.40
Modular Tile	River Rush II	GT174	EcoFlex NXT	24x24	SY	\$ 49.34	\$ 46.20	\$ 43.89
Modular Tile	Sector / QS	BT285	EcoFlex ICT	24x24	SY	\$ 30.52	\$ 28.58	\$ 27.16
Modular Tile	Seek Unique / QS	BT335	EcoFlex ICT	24x24	SY	\$ 19.93	\$ 18.66	\$ 17.72
Modular Tile	Seismic Wave Plank	GT342	EcoFlex NXT	12x36	SY	\$ 47.17	\$ 44.17	\$ 41.96
Modular Tile	Selvedge	GT179	EcoFlex NXT	24x24	SY	\$ 43.16	\$ 40.41	\$ 38.39
Modular Tile	Shaded Lines / QS	BT437	EcoFlex Matrix	24x24	SY	\$ 23.06	\$ 21.59	\$ 20.51
Modular Tile	Shared Path / QS	BT429	EcoFlex NXT	12x36	SY	\$ 38.14	\$ 35.72	\$ 33.93
Modular Tile	Shirt II	GT173	EcoFlex NXT	24x24	SY	\$ 54.71	\$ 51.23	\$ 48.66
Modular Tile	Side Stripe / QS	GT419	EcoFlex NXT	24x24	SY	\$ 28.78	\$ 26.95	\$ 25.61
Modular Tile	Solve II	BT416	EcoFlex ICT	24x24	SY	\$ 39.39	\$ 36.88	\$ 35.03
Modular Tile	Starting Over	GT316	EcoFlex NXT	24x24	SY	\$ 41.07	\$ 38.46	\$ 36.54
Modular Tile	Statement Fabric / QS	BT488	EcoFlex Matrix	24x24	SY	\$ 16.70	\$ 15.64	\$ 14.86
Modular Tile	Statement Stone / QS	BT390	EcoFlex ICT	24x24	SY	\$ 36.05	\$ 33.75	\$ 32.06
Modular Tile	Step In Style II / QS	GT312	EcoFlex ICT	24x24	SY	\$ 82.21	\$ 76.98	\$ 73.13
Modular Tile	Step Up II / QS	GT311	EcoFlex ICT	24x24	SY	\$ 94.00	\$ 88.02	\$ 83.62
Modular Tile	Streetscapes	GT308	EcoFlex NXT	24x24	SY	\$ 41.53	\$ 38.89	\$ 36.95
Modular Tile	Structured Mesh	GT380	EcoFlex NXT	24x24	SY	\$ 41.02	\$ 38.42	\$ 36.50
Modular Tile	Super Fresh	GT196	EcoFlex NXT	24x24	SY	\$ 55.78	\$ 52.24	\$ 49.62
Modular Tile	Swipe Right / QS	GT418	EcoFlex NXT	24x24	SY	\$ 28.78	\$ 26.95	\$ 25.61
Modular Tile	Tactile Infusion	GT422	EcoFlex NXT	12x36	SY	\$ 34.18	\$ 32.00	\$ 30.40
Modular Tile	Take Note	GT090	EcoFlex ICT	24x24	SY	\$ 45.04	\$ 42.17	\$ 40.06
Modular Tile	Taped Off	GT197	EcoFlex NXT	24x24	SY	\$ 53.16	\$ 49.78	\$ 47.29
Modular Tile	The Field II	GT104	EcoFlex ICT	24x24	SY	\$ 58.96	\$ 55.21	\$ 52.45
Modular Tile	The Flow	GT109	EcoFlex ICT	24x24	SY	\$ 53.12	\$ 49.73	\$ 47.24
Modular Tile	The Groove II	GT103	EcoFlex ICT	24x24	SY	\$ 57.18	\$ 53.54	\$ 50.86
Modular Tile	Thematic Thread	GT423	EcoFlex NXT	12x36	SY	\$ 34.18	\$ 32.00	\$ 30.40



US Pricing

FREIGHT TERMS (FOB Destination Prepaid and Add)

Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	5%
Modular Tile	Threaded Craft / QS	BT414	EcoFlex ICT	24x24	SY	\$ 23.87	\$ 22.36	\$ 21.24
Modular Tile	Tranquil Beauty Plank	GT309	EcoFlex NXT	12x36	SY	\$ 46.25	\$ 43.31	\$ 41.15
Modular Tile	Transformative	GT324	EcoFlex NXT	24x24	SY	\$ 52.25	\$ 48.92	\$ 46.48
Modular Tile	Transformed Façade Plank	GT322	EcoFlex ICT	12x36	SY	\$ 50.11	\$ 46.92	\$ 44.57
Modular Tile	Unexpected Texture	GT377	EcoFlex NXT	24x24	SY	\$ 42.82	\$ 40.10	\$ 38.09
Modular Tile	Urban Canvas	GT412	EcoFlex NXT	12x36	SY	\$ 45.39	\$ 42.50	\$ 40.38
Modular Tile	Urban Field	GT411	EcoFlex NXT	12x36	SY	\$ 59.31	\$ 55.53	\$ 52.76
Modular Tile	Urban Fringe	GT410	EcoFlex NXT	12x36	SY	\$ 59.31	\$ 55.53	\$ 52.76
Modular Tile	Urban Passage	GT409	EcoFlex NXT	12x36	SY	\$ 59.31	\$ 55.53	\$ 52.76
Modular Tile	Urban Terrain	GT413	EcoFlex Matrix	24x24	SY	\$ 34.18	\$ 32.00	\$ 30.40
Modular Tile	Urban Transit	GT414	EcoFlex Matrix	24x24	SY	\$ 34.18	\$ 32.00	\$ 30.40
Modular Tile	Vacant Beauty	GT101	EcoFlex ICT	24x24	SY	\$ 55.69	\$ 52.15	\$ 49.54
Modular Tile	Vandal	BT358	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Venturesome / QS	BT356	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Vest	GT172	EcoFlex NXT	24x24	SY	\$ 48.14	\$ 43.20	\$ 41.04
Modular Tile	Wavelength	GT149	EcoFlex NXT	24x24	SY	\$ 49.26	\$ 46.13	\$ 43.83
Modular Tile	Wellbeing	GT325	EcoFlex NXT	24x24	SY	\$ 52.25	\$ 48.92	\$ 46.48
Modular Tile	WildStyle	BT360	EcoFlex ICT	24x24	SY	\$ 30.03	\$ 28.12	\$ 26.71
Modular Tile	Write Direction Plank	GT318	EcoFlex NXT	12x36	SY	\$ 40.43	\$ 37.85	\$ 35.96
Modular Tile	Xeric	GT406	EcoFlex NXT	12x36	SY	\$ 41.38	\$ 38.74	\$ 36.81
Modular Tile	X-Factor / QS	BT212	EcoFlex ICT	24x24	SY	\$ 22.66	\$ 21.22	\$ 20.16
Resilient Sheet	Calmness	C2023	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Ephemeral	C2022	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Geomorphic	C20144/C2045	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Inner Glow	C2035	Sheet vinyl	12'	SY	\$ 15.48	\$ 14.49	\$ 13.76
Resilient Sheet	Juniperus	C2042/C2043	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Klei Firma	C2046/C2047	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Medella	C2048	Sheet vinyl	6' 6"	SY	\$ 38.68	\$ 36.22	\$ 34.41
Resilient Sheet	Resplendent Refuge	C2036	Sheet vinyl	12'	SY	\$ 15.48	\$ 14.49	\$ 13.76
Resilient Sheet	Sensory	C2021	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Sisalana	C2040/C2041	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Resilient Sheet	Striking Balance	C2037	Sheet vinyl	12'	SY	\$ 15.48	\$ 14.49	\$ 13.76
Resilient Sheet	Therapeutic	C2020	Sheet vinyl	6' & 12'	SY	\$ 34.88	\$ 32.65	\$ 31.02
Rubber	4" Rubber Cove Base	C0116	Cove Base	4" x 1/8" x 120'	LF	\$ 0.94	\$ 0.89	\$ 0.84
Rubber	Master Step Sheet 2mm	RROC	Rubber	5' x 50' nominal rolls	SF	\$ 6.85	\$ 6.42	\$ 6.10
Rubber	Master Step Sheet 3mm	RRO3C	Rubber	5' x 50' nominal rolls	SF	\$ 8.22	\$ 7.70	\$ 7.31
Rubber	TRUE Hues Sheet 3mm	CR900	Rubber	5' x 50' nominal rolls	SF	\$ 9.52	\$ 8.91	\$ 8.47
Rubber	TRUE Medi-Flex Sheet 2mm	TRS2B	Rubber	5' x 50' nominal rolls	SF	\$ 7.60	\$ 7.12	\$ 6.76
Rubber	TRUE Medi-Flex Sheet 3mm	TRS3B	Rubber	5' x 50' nominal rolls	SF	\$ 9.52	\$ 8.91	\$ 8.47
Rubber	Master Step Hammered	DSH	Rubber	17-13/16" x 17-13/16"	SF	\$ 11.23	\$ 10.52	\$ 9.99
Rubber	Master Step Hammered	DSH	Rubber	35-11/16" x 35-11/16"	SF	\$ 10.88	\$ 10.17	\$ 9.67
Rubber	Master Step Natural Slate	MLS	Rubber	17-13/16" x 17-13/16"	SF	\$ 11.23	\$ 10.52	\$ 9.99
Rubber	Master Step Natural Slate	MLS	Rubber	35-11/16" x 35-11/16"	SF	\$ 10.88	\$ 10.17	\$ 9.67
Rubber	Master Step Round	MCR	Rubber	17-11/16" x 17-11/16"	SF	\$ 10.26	\$ 9.60	\$ 9.12
Rubber	Master Step Round	MCR	Rubber	35-1/2" x 35-1/2"	SF	\$ 9.94	\$ 9.31	\$ 8.84
Rubber	Master Step Slate	MCA	Rubber	17-13/16" x 17-13/16"	SF	\$ 11.23	\$ 10.52	\$ 9.99
Rubber	Master Step Slate	MCA	Rubber	35-11/16" x 35-11/16"	SF	\$ 10.88	\$ 10.17	\$ 9.67
Rubber	TRUE Hammered	TRM	Rubber	17-13/16" x 17-13/16"	SF	\$ 13.19	\$ 12.34	\$ 11.73
Rubber	TRUE Hammered	TRM	Rubber	35-11/16" x 35-11/16"	SF	\$ 12.74	\$ 11.93	\$ 11.34
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB	Rubber	17-13/16" x 17-13/16"	SF	\$ 10.31	\$ 9.67	\$ 9.18
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB	Rubber	35-11/16" x 35-11/16"	SF	\$ 10.04	\$ 9.41	\$ 8.94
Rubber	TRUE Medi-Flex Tile 3mm	TRSIB	Rubber	17-13/16" x 17-13/16"	SF	\$ 12.82	\$ 12.00	\$ 11.40
Rubber	TRUE Medi-Flex Tile 3mm	TRSIB	Rubber	35-11/16" x 35-11/16"	SF	\$ 12.56	\$ 11.76	\$ 11.17
Rubber	TRUE Natural Slate	TRA	Rubber	17-13/16" x 17-13/16"	SF	\$ 13.19	\$ 12.34	\$ 11.73
Rubber	TRUE Natural Slate	TRA	Rubber	35-11/16" x 35-11/16"	SF	\$ 12.74	\$ 11.93	\$ 11.34
Rubber	TRUE Round	TRR	Rubber	17-11/16" x 17-11/16"	SF	\$ 12.74	\$ 11.93	\$ 11.34
Rubber	TRUE Round	TRR	Rubber	35-1/2" x 35-1/2"	SF	\$ 12.33	\$ 11.55	\$ 10.97
Rubber	TRUE State	TRF	Rubber	17-13/16" x 17-13/16"	SF	\$ 13.19	\$ 12.34	\$ 11.73
Rubber	TRUE State	TRF	Rubber	35-11/16" x 35-11/16"	SF	\$ 12.74	\$ 11.93	\$ 11.34
Stair Tread	Hammered, Solid Tile	THS	Rubber	17-13/16" x 17-13/16"	SF	\$ 11.38	\$ 10.65	\$ 10.12
Stair Tread	Hammered, Tread Only	RTH	Rubber	48", 72"	LF	\$ 18.96	\$ 17.76	\$ 16.87
Stair Tread	Hammered, Tread Only	RTM	Rubber	48", 72"	LF	\$ 21.08	\$ 19.74	\$ 18.75
Stair Tread	Hammered, With Riser	OPH	Rubber	48", 72"	LF	\$ 22.74	\$ 21.30	\$ 20.24
Stair Tread	Hammered, With Riser	OPM	Rubber	48", 72"	LF	\$ 25.27	\$ 23.66	\$ 22.48
Stair Tread	Hammered, With Riser & Visual Strip	OVH	Rubber	48", 72"	LF	\$ 27.14	\$ 25.41	\$ 24.14
Stair Tread	Hammered, With Riser & Visual Strip	OVV	Rubber	48", 72"	LF	\$ 29.67	\$ 27.78	\$ 26.39
Stair Tread	Hammered, With Visual Strip	RVH	Rubber	48", 72"	LF	\$ 23.36	\$ 21.88	\$ 20.78
Stair Tread	Hammered, With Visual Strip	RVM	Rubber	48", 72"	LF	\$ 25.46	\$ 23.84	\$ 22.65
Stair Tread	Round, Tread Only	RTRC	Rubber	36", 48", 72"	LF	\$ 18.96	\$ 17.76	\$ 16.87
Stair Tread	Round, Tread Only	TRNB	Rubber	36", 48", 72"	LF	\$ 21.08	\$ 19.74	\$ 18.75
Stair Tread	Round, With Riser	OPRC	Rubber	36", 48", 72"	LF	\$ 22.74	\$ 21.30	\$ 20.24
Stair Tread	Round, With Riser	TRQB	Rubber	36", 48", 72"	LF	\$ 25.27	\$ 23.66	\$ 22.48
Stair Tread	Round, With Riser & Visual Strip	OVRC	Rubber	36", 48", 72"	LF	\$ 27.14	\$ 25.41	\$ 24.14
Stair Tread	Round, With Riser & Visual Strip	TRQB	Rubber	36", 48", 72"	LF	\$ 29.67	\$ 27.78	\$ 26.39
Stair Tread	Round, With Visual Strip	RVRC	Rubber	36", 48", 72"	LF	\$ 23.36	\$ 21.88	\$ 20.78
Stair Tread	Round, With Visual Strip	TRPB	Rubber	36", 48", 72"	LF	\$ 25.46	\$ 23.84	\$ 22.65
Wood	City Feel	KH222	Wood	7.00"	SF	\$ 9.06	\$ 8.48	\$ 8.06
Wood	Collector's Edition	KH223	Wood	5.00"	SF	\$ 9.87	\$ 9.24	\$ 8.77
Wood	Collector's Edition	KH223	Wood	5.00"	SF	\$ 9.87	\$ 9.24	\$ 8.77
Wood	Davis Hickory	MCH18	Wood	5.00"	SF	\$ 7.47	\$ 7.00	\$ 6.65
Wood	Davis Maple	MCH17	Wood	5.00"	SF	\$ 7.47	\$ 7.00	\$ 6.65
Wood	Davis Oak 3.00"	MCH19	Wood	3.00"	SF	\$ 6.05	\$ 5.66	\$ 5.38



US Pricing

FREIGHT TERMS [FOB Destination Prepaid and Add]

Date [1/13/2020] State of Florida



Product Platform	Style Name	Style #	Backing	Size	UOM	List Price	Price	Discount
Wood	Davis Oak 5.00"	MCH20	Wood	5.00"	SF	\$ 6.52	\$ 6.10	\$ 5.80
Wood	Reclaimed Revival	KH221	Wood	7.48"	SF	\$ 10.97	\$ 10.28	\$ 9.76
Wood	Style Edition	KH242	Wood	5.00"	SF	\$ 10.39	\$ 9.73	\$ 9.25
Wood	Tentree	MCH23	Wood	7.00"	SF	\$ 8.84	\$ 8.27	\$ 7.86
Accessories	AccuSound	VU01C	ERT	5' x 40'	SF	\$ 0.67	\$ 0.63	\$ 0.60
Accessories	ActiveSound	VU02C	ERT	3.87' x 27.77"	SF	\$ 1.29	\$ 1.21	\$ 1.15
Accessories	AD888 Nose Filler Gun	AD888-01	Install Tool		EA	\$ 356.40	\$ 333.72	\$ 317.03
Accessories	AD888 Nose Filler Nozzle	AD888-02	Install Tool		EA	\$ 5.99	\$ 5.61	\$ 5.33
Accessories	AD888 Stair Nose Filler	AD888-03	Install Tool	50 lf	EA	\$ 82.84	\$ 77.57	\$ 73.69
Accessories	Baby Threshold	HENDD	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Baby Threshold	HENDE	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Chemical Weld Cartridge	LOCHC	Rubber	1.7 oz - 40 lf	EA	\$ 48.10	\$ 45.05	\$ 42.79
Accessories	Dual Cartridge Gun	LOCCD	Rubber		EA	\$ 149.35	\$ 139.85	\$ 132.85
Accessories	Durabond Package (Gun & Nozzles)	LOPCD	Rubber		EA	\$ 178.76	\$ 167.38	\$ 159.01
Accessories	Flush Stair Nose	HFSTC	Hardwood	84"	EA	\$ 86.86	\$ 81.33	\$ 77.27
Accessories	Flush Stair Nose	HFSTD	Hardwood	84"	EA	\$ 86.86	\$ 81.33	\$ 77.27
Accessories	Flush Stair Nose	HFSTE	Hardwood	84"	EA	\$ 86.86	\$ 81.33	\$ 77.27
Accessories	Flush Stair Nose	HFSTF	Hardwood	84"	EA	\$ 86.86	\$ 81.33	\$ 77.27
Accessories	Heterogeneous Sheet Vinyl Weld Rods	WELDC	Sheet	165 lf	RL	\$ 53.31	\$ 49.93	\$ 47.43
Accessories	Homogeneous Sheet Vinyl Weld Rods	MWRC	Sheet	165 lf	RL	\$ 53.31	\$ 49.92	\$ 47.43
Accessories	Infuze Seam Sealer	INFZC	Sheet	5 oz	EA	\$ 9.70	\$ 9.07	\$ 8.62
Accessories	Instaform Profile 3-in-1	HINPA	Hardwood	84"	EA	\$ 84.43	\$ 79.06	\$ 75.11
Accessories	Instaform Profile 5-in-1	MINC5	Laminate	84"	EA	\$ 56.53	\$ 52.93	\$ 50.29
Accessories	Installation Kit	LT4C	Laminate		EA	\$ 18.35	\$ 17.17	\$ 16.32
Accessories	Instamatch Repair Kit	IM	Laminate		EA	\$ 33.70	\$ 31.55	\$ 29.97
Accessories	M45 Cove Base Adhesive Cartridge	M45C	Install Tool	75-100 lf	EA	\$ 6.43	\$ 6.02	\$ 5.72
Accessories	Master Step Weld Rod	RHWC	Rubber	150 lf	RL	\$ 113.12	\$ 105.92	\$ 100.63
Accessories	ProTech Steel Cap	PCAPC	Rubber	8 lf	EA	\$ 5.24	\$ 4.91	\$ 4.66
Accessories	Quarter Round	HORTA	Hardwood	84"	EA	\$ 33.28	\$ 31.17	\$ 29.61
Accessories	Quarter Round	MQND	Laminate	94.50"	EA	\$ 9.08	\$ 8.50	\$ 8.07
Accessories	Reducer	HREDC	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Reducer	HREDD	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Reducer	HREDE	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Reducer	HREDF	Hardwood	84"	EA	\$ 67.73	\$ 63.42	\$ 60.25
Accessories	Scratch Repair Kit	VA8C-1	ERT	Individual Kit	EA	\$ 77.16	\$ 72.24	\$ 68.63
Accessories	Scratch Repair Kit	VA8C-3	ERT	Case of 3	EA	\$ 198.50	\$ 185.87	\$ 176.58
Accessories	SilentGuard Underlayment	LU7AB	Hardwood, Laminate	40" x 30'	RL	\$ 73.25	\$ 68.59	\$ 65.16
Accessories	Square Mix Nozzles (10 pack)	LOCCN	Rubber		EA	\$ 36.82	\$ 34.48	\$ 32.75
Accessories	Stair Nose	MSNP	Laminate	84.00"	EA	\$ 47.83	\$ 44.79	\$ 42.55
Accessories	T-Molding	HTMDA	Hardwood	84"	EA	\$ 67.79	\$ 63.47	\$ 60.29
Accessories	TRUE Weld Rod	TRWB	Rubber	150 lf	RL	\$ 113.12	\$ 105.92	\$ 100.63
Accessories	Unifix Repair Tool	UT	Laminate		EA	\$ 172.50	\$ 161.52	\$ 153.44
Accessories	Visual Strip - Black	VITC-22	Rubber	2.5" x 60'	RL	\$ 94.74	\$ 88.71	\$ 84.27
Accessories	Visual Strip - Night Glow	VIT-82	Rubber	2.5" x 60'	RL	\$ 159.50	\$ 149.35	\$ 141.88
Accessories	Visual Strip - Red	VITC-52	Rubber	2.5" x 60'	RL	\$ 115.68	\$ 108.32	\$ 102.90
Accessories	Visual Strip - White	VITC-18	Rubber		RL	\$ 115.68	\$ 108.32	\$ 102.90
Accessories	Visual Strip Tape - Black	VITC-22	VI Strip	2.5" x 60'	EA	\$ 79.56	\$ 74.50	\$ 70.77
Accessories	Visual Strip Tape - Yellow	VITC-72	VI Strip	2.5" x 60'	EA	\$ 115.68	\$ 108.32	\$ 102.90
Accessories	Visual Strip Tape - Night Glow	VITC-82	VI Strip	2.5" x 60'	EA	\$ 140.87	\$ 131.90	\$ 125.30
Accessories	Zip Step Tape	ADZIP	Install Tool	164 lf	EA	\$ 351.00	\$ 328.67	\$ 312.24
Adhesives	AD 535	SFE35	Adhesives	Cartridge/Tube	EA	\$ -	\$ 126.12	\$ 119.81
Adhesives	AD 777	AWP77	Adhesives	4-gallon	EA	\$ -	\$ 196.26	\$ 186.45
Adhesives	AD888	AD888-01	Adhesives	30 oz	EA	\$ -	\$ 218.12	\$ 207.21
Adhesives	AD888	AD888-02	Adhesives	Install Tool-EA	EA	\$ -	\$ 3.67	\$ 3.49
Adhesives	AD888	AD888-03	Adhesives	Install Tool-EA	EA	\$ -	\$ 54.31	\$ 51.59
Adhesives	AquaFlex M100Plus	M100P	Adhesives	4-gallon	EA	\$ -	\$ 1,101.60	\$ 1,048.52
Adhesives	AquaFlex M100Plus	M100M	Adhesives	32 oz Bottle 8lb Bag	EA	\$ -	\$ 27.54	\$ 26.16
Adhesives	EnPress	MO04	Adhesives	4 gal bucket	EA	\$ -	\$ 96.94	\$ 92.09
Adhesives	FlexLok	FLXTG	Adhesives	Box of 500 tabs	EA	\$ -	\$ 88.13	\$ 83.72
Adhesives	GLU1	GLU1	Adhesives	4-gallon	EA	\$ -	\$ 11.97	\$ 11.37
Adhesives	Infuze Seam Sealer	INFZC	Adhesives	5 oz	EA	\$ -	\$ 6.11	\$ 5.80
Adhesives	LifeLoc Solvent Free, Moisture Proof Latex Seam Sealer	LLSSB	Adhesives	Case 12 x 8 oz bottles	EA	\$ -	\$ 100.25	\$ 95.24
Adhesives	M1000 ProTack Acrylic	M1000	Adhesives	4 gal bucket	EA	\$ -	\$ 157.57	\$ 149.69
Adhesives	M45	M45C	Adhesives	16 oz	EA	\$ -	\$ 7.08	\$ 6.73
Adhesives	M700 Pressure Sensitive	VA67C	Adhesives	4 gal bucket	EA	\$ -	\$ 124.83	\$ 118.59
Adhesives	M92X	M92X	Adhesives	4-gallon	EA	\$ -	\$ 88.50	\$ 84.08
Adhesives	M95.0 Acrylic Adhesive, Warrants up to 95% RH	M95C	Adhesives	4 gal bucket	EA	\$ -	\$ 137.88	\$ 130.99
Adhesives	M99.0 High Moisture, Warrants up to 99% RH	M99	Adhesives	4 gal bucket	EA	\$ -	\$ 170.70	\$ 162.17
Adhesives	MS160 Spray Adhesive	MS160	Adhesives	22 oz Case of 6	EA	\$ -	\$ 172.29	\$ 163.68
Adhesives	NuBroadlok Edge Sealer	B261	Adhesives	1 x 8 oz Bottle	EA	\$ -	\$ 16.52	\$ 15.69
Adhesives	NuBroadlok Edge Sealer	B267	Adhesives	Case 12 x 8 oz bottles	EA	\$ -	\$ 103.55	\$ 98.37
Adhesives	NuBroadlok Latex Seam Sealer	7702B	Adhesives	Case 12 x 8 oz bottles	EA	\$ -	\$ 78.21	\$ 74.30
Adhesives	NuBroadlok Latex Seam Sealer	7030B	Adhesives	1 QT bottle	EA	\$ -	\$ 19.83	\$ 18.84
Adhesives	NuBroadlok Premium Plus	B0020	Adhesives	4 Gal Bucket	EA	\$ -	\$ 38.56	\$ 36.63
Adhesives	NuBroadlok VRT (Vapor Release Technology)	B0030	Adhesives	4 Gal Bucket	EA	\$ -	\$ 66.09	\$ 62.79
Adhesives	OptiSeal	M003B	Adhesives	4 gal bucket	EA	\$ -	\$ 134.40	\$ 127.68
Adhesives	PermaLink	A067B	Adhesives	Rolls 27 3/4" wide x 195' Long	RL	\$ -	\$ 247.86	\$ 235.47
Adhesives	PrimeCoat	XL23C	Adhesives	4-gallon	EA	\$ -	\$ 40.23	\$ 38.22
Adhesives	SurfaceSeal	XL26C	Adhesives	4-gallon	EA	\$ -	\$ 94.40	\$ 89.68

Commercial: Accommodation Returns, Cancellations, & Refused Shipments

Effective 10/1/2016

Accommodations, Cancelled Orders & Refused Shipments

		Restocking Fees Customer Has Taken Possession of Material			Cancellation Fees	
Category	Invoiced Less than 90 Days	Restock Fee (as % of Invoice)	Freight Both Ways	Material Cut or Forward Deployed Customer Has Not Taken Possession		
Soft Surface						
Carpet (Less than 100 feet) Carpet Tile - (Less than 100 sq)	No Return	No Return	No Return	25% Not Applicable to Quick Ship products		
Carpet - (100 ft or Greater) *see below for Karastan and Mohawk Group brand	Yes	25%	Yes	25% Not Applicable to Quick Ship products		
Carpet Tile (100 sq Minimum, Single Dye Lot) *see below for Karastan and Mohawk Group brand	Yes	25%	Yes	25% Not Applicable to Quick Ship products		
Karastan Backorders (100 sq or Greater) Excludes Quickship	Yes	25%	Yes	25% Cancellation fee applies after 3 days		
Carpet Backorders - Over 2000 sq (Mohawk Group Brand - Running Line Only) Excludes Quickship	Yes	25%	Yes	25% Cancellation fee applies after 3 days		
Hard Surface (Ceramic/Wood/Laminate/LVT)						
Less than 250 sf	No Return	No Return	No Return	Cannot be cancelled		
250 sf or Greater (Unopened Cartons Only, Single Lot)	Yes	25%	Yes	25%		
Hard Surface (Sheet Vinyl)						
Cuts	No Return	No Return	No Return	Cannot be cancelled		
Full uncut roll(s) only	Yes	25%	Yes	25%		
Other (All Products/Surfaces)						
Refused Shipments	N/A	25%	Yes	25%		
Dropped Products	No Return	No Return	No Return	Cannot be cancelled		
Special Goods	No Return	No Return	No Return	Cannot be cancelled		
Adhesives (4 Pail Minimum)	Yes	25%	Yes	25%		
Accessories and Covebase (Only as Part of Authorized Full Order Flopping/Return)	Yes	25%	Yes	25%		
Custom Rugs/Carpet/Backing/Widths/Tile Size, etc.	No Return	No Return	No Return	Cannot be cancelled		
Cushion/Pad	No Return	No Return	No Return	25%		
American Bultrite Products	Yes	25%	Yes	25% - Running Line Product Only NO CANCELLATIONS on custom orders/custom colors		

Those categories not included in this document will be handled on an individual basis by your Claims Analyst.

Please note: If applicable, all authorized returns subject to a \$75 trip charge (24 hours notice required to cancel pick up).

FOR INTERNAL USE ONLY - NOT FOR

DISTRIBUTION

Overage and Upcharge Standards Schedule - BROADLOOM, WOVEN, & MODULAR

	Quantity	Upcharge*	Overage	CAD\$ Upcharge
Amount of overage not guaranteed. Overage should not be included as part of the required yardage	> 50 SY	\$10.00	Up to 32 Yd2	\$13.10
Excluding PDI, CYP, and Def	> 250 SY	\$6.00	Up to 15%	\$7.86
	> 500 SY	\$3.00	Up to 10%	\$3.93
	> 1000 SY	\$1.50	Up to 10%	\$1.97
	> 1,500 SY	\$1.00	Up to 5%	\$1.31
	> 5,000 SY	\$0.00	Up to 3%	\$0.00

Small Minimum Personalization Programs

Accent Change	Platform	Min QTY	Upcharge*	Overage
Interplay (Learn & Live)	BL	250 SY	Standard	Standard
Free Wheeling Collection	BL	500 SY	Standard	Standard
Pocket Square (Simply Tailored)	Woven	250 SY	Standard	Standard
Well Dressed (Simply Tailored)	Woven	250 SY	Standard	Standard
Disruptive Path (Art Style)	Tile	250 SY	Standard	Standard
Macro Bloom (Lichen)	Tile	1000 SY	Standard	Standard
Metallic Path (Art Style)	Tile	250 SY	Standard	Standard
Micro Bloom (Lichen)	Tile	1000 SY	Standard	Standard
Rise Up (Learn & Live)	Tile	500 SY	Standard	Standard
Side Stripe (Learn & Live)	Tile	50 SY	Standard	Standard
Urban Fringe (Nutopia)	Tile	1000 SY	Standard	Standard
Urban Passage (Nutopia)	Tile	1000 SY	Standard	Standard
Pattern Change				
Silk Road Collection	BL	250 SY	Standard	Standard
Memior Collection	BL	250 SY	Standard	Standard
Natural Instincts Collection	BL	250 SY	Standard	Standard
Ready To Design Durkan				
Modesto	BL	250 SY	Standard	Standard
Bramble Road	BL	250 SY	Standard	Standard
Time	BL	250 SY	Standard	Standard
Timeless Composition	BL	250 SY	Standard	Standard
Ready To Design Tile				
Fixed Colorways				
Denim (Jean)	Tile	250 SY	Standard	Standard
New Vintage (Reawakened)	Tile	250 SY	Standard	Standard
Renegade (Headstrong)	Tile	250 SY	Standard	Standard
Street Thread (Off the Wall)	Tile	250 SY	Standard	Standard
Artisanal (Threaded Craft)	Tile	250 SY	Standard	Standard
Expedition (EcoSphere)	Tile	250 SY	Standard	Standard
Accents				
Hem	Tile	250 SY	Standard	Standard
Hyper Earth	Tile	250 SY	Standard	Standard
Metamorphic	Tile	250 SY	Standard	Standard
Mutineer	Tile	250 SY	Standard	Standard
Selvedge	Tile	250 SY	Standard	Standard
Wildstyle	Tile	250 SY	Standard	Standard
All other personalized colors or customs				
	BL	1500 SY	Standard	Standard
	Woven	500 SY	Standard	Standard
	Tile	1500 SY	Standard	Standard
	PDI	133 SY	None	Standard
	CYP/Definity	500 SY	None	Standard

BROADLOOM BACKING (Including PDI, CYP, or Definity) - Standard Overages Apply

*See product grid for availability. Contact PM for any other available alternate backings and upcharges.		Minimum	Upcharge	Availability	CAD Upcharge
	Weldlok (A) to Unibond Plus (UU)	1500 SY	\$1.00	*Selected styles	\$1.31
	OnGuard (Moisture Barrier)				
	Weldlok to OnGuard = (SP)				
	Unibond Plus to OnGuard = (SX)	133 SY (or platform min)	\$3.00	All Tufted OK, not for Woven at this time	\$3.93
	AIR (Attached Cushion)				
	Weldlok to AIR = (BF)				
	Unibond Plus to AIR = (BU)	133 SY (or platform min)	\$4.75	All Tufted OK, not for Woven at this time	\$6.22

BROADLOOM WIDTH CHANGES (ALL)				
	Minimum	Upcharge	Overage	CAD Upcharge
Change Width to 13'6" or 15'	1500	\$0.50	Standard	\$0.66
1500 yds is required to run a custom tufted run even if running line.				

MODULAR (ALL) - BACKING CHANGES - Standard Overages Apply				
	Minimum	Upcharge	Overage	CAD Upcharge
Convert to 12x36 Plank	500	\$1.75	Standard	\$2.29
Running Line ICT (T3) to NXT (EP)	500	\$1.00	Standard	\$1.31
ICT, NXT & Matrix to NXT Air (UW)	500	\$4.00	Standard	\$5.24
*Backing changes from NXT to ICT or Matrix are not approved				

CYP / Definity GUIDES AND UPCHARGES**500 SY min**

No solid colors except for fill, borders, cove base or bleed outs (12" width limit)

AVAILABLE WIDTHS

12', 13' 6" (requires approval on Def) & 15' ONLY

Pattern Guidelines

500 square yards 2 line item per order

1000 square yards 4 line items per order

2000 square yards 7 line items per order

3000 square yards 10 line items per order

4000-10,000 square yards 15 line items per order

Definition of Line Item

1 size rug = 1 line item

1 broadloom = 1 line item

1 solid (inc cove base) = 1 line item

If you have the need for multiple rug sizes of the same pattern, each rug size = 1 line item.

Minimum order per line item will be 40 square yards.

Additional Line Items For CYP/Def = \$0.50 / SY applied to entire order

Maximum amount of line items per yardage.

500 square yards

Maximum 4 Line Items Total

1000 square yards

Maximum 8 Line Items Total

2000 square yards

Maximum 14 Line Items Total

3000 square yards

Maximum 15 Line Items Total

4000-10,000 square yds

Maximum 15 Line Items Total

Definition of Line Item

1 size rug = 1 line item

1 broadloom = 1 line item

1 solid (inc cove base) = 1 line item

Example: 1000 square yards - 8 Line Items - \$2.00 per square yard additional across the entire 1000 s.y. order.

Waiving of the upcharges (above or below) cannot be considered an option.

UPCHARGES	CODE	PRICE PER SY	Flat fee (requires field verification)	CAD Price Per SY
SpectraFit		\$1,500.00		\$1,965.00

Other backing options may be available on PM approval basis.

PRINT GUIDES AND UPCHARGES

Main pattern must meet 133 square yard minimum.

Solid blotch- 10 sy minimum when matching back to a pattern that meets 133 sy.

Patterns do not have to share the same colors as long as the total number of colors does not exceed 12.

Coordinating patterns with same width backing and coloways carry a 10SY min. If width or backing changes, 40SY min.

All patterns and solid blotch must be the on the same base quality. Different widths can be used.

Stray colors that increase the total palette to 13 or more are not permitted.

Beck Dyed Solid- 20 sy minimum, 12 ft width only, 5% overage

WIDTHS

All bases available in 12' & 15' widths.

10' and 13' 6" available on some widths, please inquire with PM

UPCHARGES	PRICE PER SY	CAD Price Per SY
Chloroguard treatment	\$1.00	\$1.31
Electra-Dye Process	\$1.00	\$1.31
PatternWorks SureFit	\$1.00	\$1.31
PatternWorks Spectrafit	\$1500 flat fee (requires field verification)	\$1,965.00
BINDING / SERGING / SPLITTING	PRICE PER LF	CAD Price Per LF
Binding- Carpet cove base	Use Cove Base Calculator	
Binding-Todd Oldham base- 10 sy minimum match to 130 sy-main pattern	\$2.00	\$2.62
Serging- Carpet base	\$1.50	\$1.97
Seaming- Borders, caps, and mitered comers	\$2.50	\$3.28
Splitting- Carpet rolls, etc	\$0.50	\$0.66

Minimum height for carpet base is 3 inches. Base height will only be cut in 1/2 inch or full inch increments.

Piece Dye Customs and Mins**SCHEDULE A****Running Line - Broadloom****Custom Color****Piece Dye**

Quantity	Upcharge	Overage	CAD Upcharge
133 - 170 SY	\$3.50	10%	\$4.59
171 - 300 SY	\$2.50	10%	\$3.28
301 - 499 SY	\$1.50	10%	\$1.97
500 - 1499 SY	\$1.00	5%	\$1.31
1500 - 4999 SY	\$1.00	5%	\$1.31
5000 +	\$1.00	3%	\$1.31

Due to beck size limitations, piece dyed products may be subject to multiple lots depending on order size.

All Tufted, Woven, & CYP/ Definity Edge Treatments - Includes the In Stock program**Rug Edging**

Synthetic Binding, Serging, Wide Cotton

Infinity Binding

Leather Binding / Rubber Reducer Strip

Un Attached NON Skid backing

Attached NON Skid backing

CAD Cost per Linear Feet	Cost per linear feet	Backing	
\$ 6.55	\$5.00		
\$ 13.10	\$10.00	Backed w/ 4oz Felt	(If no felt desired, communicate to CS at order entry and take \$2 off LF cost of edge treatment)
\$ 19.65	\$15.00		
	See pricing --->	"Down Under" - Mohawk HOME --->	
\$ 19.65	\$15 / SY	(QN backing code)	

Sample Info**DEFINITY BROCHURE****DEFINITY IN STOCK CARPET SAMPLES****WOVEN AREA RUG BROCHURE****EDGE TREATMENT CHAINSET w/ underlayment****SERGE YARN OPTIONS****Part #**

25 PER PACK SLT0003976

Goonj Revival - DZ001 - MH361 - c/969

Lakir Revival - DZ002 - MH362 - c/745

Structure Revival - DZ003 - MH363 - c/978

SLT0003992 (INDIVIDUAL BROCHURES)

BIND/UNDRLYMNT SC50001072

SERG/BIND CD SC00039284

Limit

2

2 per

2 per

2 per

25

2

2

Appendix**CUSTOM COLOR**

Using same yarn system as the standard running line product.

If yarn system is changed, product becomes a custom/custom with pricing to be established at time of inquiry

Discontinued colors will be treated as custom colors.

DIAL-UP/DIAL-DOWN

Change in weight only. No change to yarn. Refer to product grid for weight changes and yardage requirements.

Pricing to be established a time of inquiry

Variations exceeding 2 oz. require a strike off.

DROPPED PRODUCTS

Once a product is dropped, it becomes a custom.

It will be subject to costing and may require a strike-off

Dropped products using KDK yarns require inquiry and minimums may be higher than normal

CUSTOM/CUSTOM

Inquiry basis only, minimum will vary depending on type of construction, yarn, etc.

Custom/customs will not be considered for less than 1500 sy (tufted)

1000 sy (Velvet / Wilton), 750 sy Karaloc

INQUIRIES REGARDING COVE BASE OR CUTTING AND BINDING

Contact your Customer Service Representative.

REGIONS	STATES (Alphabetically)
1 Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2 Southwest and Texas	AZ, TX
3 Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4 Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5 Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

Sourcewell Regional Labor Rates Effective 7/17/2019		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages
Installation Broadloom (direct glue down)	SY	\$6.90	\$9.32	\$7.48	\$10.10	\$8.05	\$10.87	\$10.35	\$13.97	\$10.47	\$14.13
Installation Broadloom (w/ pattern)	SY	\$7.48	\$10.10	\$8.05	\$10.87	\$8.63	\$11.65	\$10.92	\$14.74	\$11.04	\$14.90
Installation Carpet Tile	SY	\$6.39	\$8.63	\$6.39	\$8.63	\$6.99	\$9.44	\$7.83	\$10.57	\$9.04	\$12.20
Removal of Double Stick Installation	SY	\$6.90	\$9.32	\$6.90	\$9.32	\$6.90	\$9.32	\$9.20	\$12.42	\$9.31	\$12.57
Removal of Broadloom (direct glue down)	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.60	\$6.21	\$4.72	\$6.37
Removal of Carpet Tile	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.22	\$5.70	\$4.52	\$6.10
Removal/Disposal Resilient Flooring	SF	\$1.20	\$1.62	\$1.20	\$1.62	\$1.39	\$1.88	\$1.39	\$1.88	\$1.51	\$2.04
Carpet Disposal	SY	\$0.72	\$0.98	\$0.85	\$1.15	\$1.06	\$1.43	\$1.08	\$1.46	\$1.20	\$1.62
Broadloom or Carpet Tile Reclamation Fee	SY	\$2.28	\$3.10	\$2.41	\$3.25	\$2.53	\$3.42	\$2.53	\$3.42	\$2.71	\$3.66
Installation of VCT	SF	\$1.36	\$1.84	\$1.36	\$1.84	\$1.47	\$1.98	\$1.81	\$2.44	\$2.11	\$2.85
Installation of Luxury Vinyl Tile (Planks or Squares)	SF	\$1.81	\$2.44	\$1.81	\$2.44	\$2.11	\$2.85	\$2.71	\$3.66	\$2.89	\$3.90
Installation of Rubber (Tile or Roll)	SF	\$2.01	\$2.71	\$2.30	\$3.11	\$2.42	\$3.27	\$3.11	\$4.20	\$3.01	\$4.06
Installation of Sheet Vinyl	SY	\$18.68	\$25.22	\$18.68	\$25.22	\$18.68	\$25.22	\$21.56	\$29.11	\$21.71	\$29.31
Heat Welding (Sheet Vinyl)	LF	\$3.45	\$4.66	\$3.62	\$4.89	\$3.74	\$5.05	\$4.20	\$5.67	\$4.31	\$5.82
Installation Flash cove (Sheet Vinyl)	LF	\$7.48	\$10.10	\$7.75	\$10.46	\$8.63	\$11.65	\$10.93	\$14.76	\$11.04	\$14.90
Palletize/Shrink Wrap old carpet for reclamation	SY	\$1.81	\$2.44	\$1.81	\$2.44	\$2.11	\$2.85	\$2.11	\$2.85	\$2.41	\$3.25
Conventional Furniture Moving (Light)	SY	\$3.45	\$4.66	\$3.45	\$4.66	\$3.45	\$4.66	\$4.03	\$5.44	\$4.14	\$5.59
Conventional Furniture Moving (Medium)	SY	\$4.60	\$6.21	\$4.60	\$6.21	\$4.60	\$6.21	\$5.18	\$6.99	\$5.29	\$7.14
L I T Systems / Carpet Tile Projects Only - Add	SY	\$12.99	\$17.54	\$12.99	\$17.54	\$14.15	\$19.10	\$15.29	\$20.64	\$15.29	\$20.64
Moisture Testing	EA	\$180.69	\$243.93	\$180.69	\$243.93	\$210.81	\$284.59	\$210.81	\$284.59	\$240.92	\$325.24
Night / Saturday Labor - Add up to 40%											
Sunday / Holiday Labor - Add up to 60%											
Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$1.81	\$2.86	\$1.81	\$2.86	\$1.81	\$2.86	\$2.54	\$3.86	\$2.70	\$4.08
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$3.54	\$4.78	\$3.54	\$4.78	\$3.54	\$4.78	\$4.41	\$5.95	\$4.59	\$6.20
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$3.60	\$4.86	\$3.60	\$4.86	\$3.60	\$4.86	\$4.62	\$6.24	\$4.82	\$6.51
Furnish / Install Ceramic Tile	SF	\$35.00	\$47.25	\$35.00	\$47.25	\$35.00	\$47.25	\$45.00	\$60.75	\$45.00	\$60.75

REGIONS		STATES (Alphabetically)
1	Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2	Southwest and Texas	AZ, TX
3	Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4	Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5	Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

Sourcewell Regional Labor Rates Effective 7/17/2019		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)	SF	\$1.45	\$1.96	\$1.45	\$1.96	\$1.68	\$2.27	\$1.81	\$2.44	\$2.11	\$2.85
Floor Prep - Self Leveling to 1/4 Inch (Material and Labor)	SF	\$1.81	\$2.45	\$2.41	\$3.25	\$2.71	\$3.66	\$3.01	\$4.06	\$3.49	\$4.71
Hourly Labor Rate for Services not Listed	HR	\$54.21	\$73.19	\$60.23	\$81.31	\$78.31	\$105.72	\$96.37	\$130.10	\$118.52	\$160.00
Material/Equipment Rental Rates for Material/Equipment Rental not Listed - Add up to 25%											
Supplemental Benefits	HR	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

LABOR NOTES:

Labor prices are not to exceed prices.

Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.

Union labor and other services and ancillary items are available through Mohawk. Union labor upcharges and other services/ancillary items are quoted job by job and negotiated between Mohawk and the customer.

Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.

REGIONS	STATES (Alphabetically)
1 Southeast and MidSouth	AL, FL, GA, KY, LA, NC, SC, TN
2 Southwest and Texas	AZ, TX
3 Midwest, Ohio Valley, MidAtlantic, N Central, S Central	AR, DC, IA, IL, IN, KS, MD, MI, MN, MO, MS, ND, NE, NM, OH, OK, PA, SD, VA, WI, WV
4 Northwest and Mid Pacific	CA, CO, ID, MT, NV, OR, UT, WA, WY
5 Northeast	CT, DE, MA, ME, NH, NJ, NY, RI, VT

Sourcewell Regional Labor Rates Effective 7/17/2019		REGION 1		REGION 2		REGION 3		REGION 4		REGION 5	
LABOR DESCRIPTION	UOM	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages	Standard Rates	Prevailing Wages

LABOR EXCLUSIONS:

- Asbestos Testing and Abatement
- Border Labor
- Carpet Cleaning

Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges

Delivery/Handling to job site from installer warehouse

Disposal of Existing Hard Tile Flooring

Dumpster Charges

Excessive Trip Charges and Small Job Trip Charges

Extensive floor exceeding the above described floor prep

Furniture Moving (high density or extraordinary)

Hoisting

Material/Adhesive/Pad/Underlayment/Base Inside Corners/Base Outside Corners, unless otherwise noted

Moisture Remediation/Abatement

Moving of computers, telephony, equipment, or personal items

Pattern Labor, unless otherwise noted

Payment and Performance Insurance Bonds

Phasing Labor

Protection of Floors

Reclamation Government Imposed Fees where applicable.

Reclamation fee excludes packaging, palletization, and shipment to reclamation processor

Removal hard tile

Stair Labor

Storage of Materials long term

Sales Tax - Local, State, and Federal

Transitions exclude schluter or similar needed for ceramic tile installation

Union upcharges

**Solicitation Number: RFP#080819****CONTRACT**

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Signature Page Follows

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Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/14/2019 | 11:36 AM CDT

Mohawk Carpet Distribution

DocuSigned by:
By: 
EC843B5CFCC6476...
Earle Jenkins
Title: VP Government and Education
Date: 10/16/2019 | 8:50 AM CDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/14/2019 | 11:54 AM CDT

EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The following terms supersede or add to the Special Contract Conditions as indicated below.

Subsection 3.2.2 of the Special Contract Conditions is deleted in its entirety.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders reviewed by the Contractor. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

Section 7.4 of the Special Contract Conditions is deleted in its entirety.

1 1.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department and/or Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction

Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with

Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any

type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of

Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.

Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060

Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term,

or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes

- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.



RFP #080819
REQUEST FOR PROPOSALS
for
Flooring Materials, with Related Supplies and Services

Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 8, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 8, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
 - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
 - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
 - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
 - a. Indoor/outdoor athletic, recreational or sport surfaces; and
 - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
 - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

Sourcewell RFP #080819

Flooring Materials, with Related Supplies and Services

Page 3

operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Members’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

Answer 1: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

Question 2:

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

Answer 2: It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

Answer 1: Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

Question 2:

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

Answer 2: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to add additional products even after the contract has been awarded?

Answer 1: Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is required if a proposer elects to propose a product that deviates from industry standard?

Answer 1:

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

Question 2:

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

Answer 2:

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

Question 3:

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?

Answer 3:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Is this contract inclusive of supplying to Canada, or is it optional?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

Question 6:

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

Answer 6:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

Question 7:

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

Answer 7:

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

Question 8:

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

Answer 8:

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

Question 9:

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

Answer 9:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 10:

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

Answer 10:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 11: Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

Answer 11:

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

Answer 1:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.