

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 7, 2025

Presenter's Name and Title: Kirk Hobson-Garcia, Acting Public Works Director and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

Prepared By: Kristy Gilbert, Acting Deputy Director of Public Works

Temp. Reso. Number: 8375

Item Description: Temp. Reso. #R8375, authorizing the purchase of services for replacement of flooring at Fairway Park Main Building and Fire Station 19, from Shaw Integrated and Turf Solutions, Inc, in the amount of \$235,111.46, utilizing State of Florida Alternate Contract No. 30161700-24-SRCWL-ACS, entitled "Flooring Materials, with Related Supplies and Services," during Fiscal Year 2025, authorizing the City Manager to execute the Piggyback Agreement. *(Acting Public Works Director, Kirk Hobson-Garcia and Director of Procurement, Alicia Ayum).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works requests execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$235,111.46 will be expended from Account No. 395-50-800-519-000-606510-53035 entitled "CIP-Construction".


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8375
 - Exhibit A: Proposed Piggyback agreement with Shaw Integrated including Shaw Integrated Proposals
- Attachment(s)
 - Attachment 1: State of Florida Alternate Contract No. 30161700-24-SRCWL-ACS



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kirk Hobson-Garcia, Acting Director of Public Works

DATE: May 1, 2025

RE: Temp. Reso. No. 8375, approving the purchase of services for replacement of flooring at Fairway Park Main Building and Fire Station 19 from Shaw Integrated and Turf Solutions, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8375, authorizing the purchase of services for replacement of flooring at Fairway Park Main Building and Fire Station 19 from Shaw Integrated and Turf Solutions, Inc., ("Shaw") in the amount of \$235,111.46, utilizing State of Florida Alternate Contract No. 30161700-24-SRCWL-ACS entitled "Flooring Materials, with Related Supplies and Services," during Fiscal Year 2025.

ISSUE: Pursuant to City Code, City Commission approval is required for all purchases by a single department exceeding \$75,000 from the same vendor in a single fiscal year. This purchase authorizes expenditures in the amount of \$235,111.46 for Fiscal Year 2025 ("FY2025").

BACKGROUND: The Public Works Department is responsible for maintaining and repairing all facilities.

The original flooring in the Fairway Park main building and Fire Station 19 requires replacement due to uneven warped surfaces, dirt buildup, and its unsightly appearance. Staff is proposing to replace the flooring at the facilities, thereby improving their aesthetic appearance.

Sourcwell Cooperative ("Sourcwell") is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and

participation include states, cities, including the City of Miramar, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations.

Sourcewell competitively procured a Flooring Materials contract with Related Supplies and Services and executed Contract No. 061323-MMI with Shaw. The Sourcewell contract is effective through August 9, 2027. The Florida Department of Management Services Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state. Subsequently, the state executed Alternate Contract No. 30161700-24-SRCWL-ACS with Shaw, which became effective August 4, 2023, through August 9, 2027. The Procurement Department has reviewed the pricing, terms, and conditions of the bid and recommends utilizing this competitive bid for the purchase.

DISCUSSION: The scope of work includes the removal of existing flooring at the respective facilities, the purchase of materials, and the installation of new flooring. The manager overseeing the floor replacement project is Aubrey Boyd, Senior Facilities Manager.

ANALYSIS: Funds totaling \$235,111.46 will be expended from Account No. 395-50-800-519-000-606510-53035 entitled "CIP-Construction".

Temp. Reso. No. 8375
2/27/25
4/29/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE PURCHASE OF SERVICES FOR REPLACEMENT OF FLOORING AT FAIRWAY PARK MAIN BUILDING AND FIRE STATION 19, FROM SHAW INTEGRATED AND TURF SOLUTIONS, INC., IN THE AMOUNT OF \$235,111.46; UTILIZING STATE OF FLORIDA ALTERNATE CONTRACT NO. 30161700-24-SRCWL-ACS, ENTITLED "FLOORING MATERIALS, WITH RELATED SUPPLIES AND SERVICES", DURING FISCAL YEAR 2025; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Public Works Department is responsible for the maintenance and repair of all City facilities; and

WHEREAS, the original flooring in the Fairway Park main building and Fire Station 19 requires replacement due to uneven warped surfaces, dirt buildup, and its unsightly appearance; and

WHEREAS, the City proposes to replace the flooring thereby improving the aesthetic appearance within the facility; and

WHEREAS, Section 2-413(6) of the City Code authorizes the City to procure items without further competitive bidding requirements when commodities or services are the subject of contracts with state or other governmental agencies and was awarded through a competitive process; and

Reso. No. _____

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WHEREAS, City Commission approval is required for purchases by a single department exceeding \$75,000 from the same vendor in a fiscal year, in accordance with Section 2-412(a)(1) of the City Code; and

WHEREAS, City staff believes that utilizing the State of Florida Department of Management Services Alternate Contract No. 30161700-24-SRCWL-ACS to Sourcewell Contract No. 061323-SII, entitled "Flooring Materials, with Related Supplies and Services" for the flooring replacement purchase is in the best interest of the City; and

WHEREAS, the City Manager recommends authorizing the purchase of services for the replacement of flooring at the Fairway Park Main Building and Fire Station 19, as outlined in the Shaw Integrated and Turf Solutions, Inc., quote in the amount of \$235,111.46; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase of materials and services for the replacement of flooring at the Fairway Park Main Building and Fire Station 19, from Shaw Integrated and Turf Solutions, Inc., utilizing the State of Florida Department of Management Services Alternate Contract No. 30161700-24-SRCWL-ACS entitled "Flooring Materials, with Related Supplies and Services," in the amount of \$235,111.46.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the purchase of materials and services for the replacement of flooring at the Fairway Park Main Building and Fire Station 19, from Shaw Integrated and Turf Solutions Inc., utilizing the State of Florida Department of Mangement Services Contract No. 30161700-24-SRCWL-ACS, entitled “Flooring Materials, with Related Supplies and Services” in the amount of \$235,111.46 and authorizes the City Manager to execute a piggyback agreement attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

TR 8375 – EXHIBIT “A”



**AGREEMENT BETWEEN
CITY OF MIRAMAR
AND
SHAW INTEGRATED AND TURF SOLUTIONS, INC
FOR THE
PURCHASE OF FLOORING MATERIALS, WITH RELATED SUPPLIES AND
SERVICES
(Piggyback Competitive Award)**

THIS PIGGYBACK AGREEMENT (“Agreement”) is made and entered into between the **CITY OF MIRAMAR**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (“City”), and Shaw Integrated and Turf Solutions, Inc, a Florida Foreign Profit Corporation, authorized to conduct business in the State of Florida, with its principal place of business located at 616 E. Walnut Avenue, Dalton GA 30721 (“Contractor” or “Seller”).

WITNESSETH

WHEREAS, the Florida Department of Management Services Division of State Purchasing has established Contract No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services (“State Contract”), effective from March 15, 2024, to August 09, 2027, with various Contractors and alternate Sellers; and

WHEREAS, pursuant to Section 2-413(6) of the City Code, the City has the authority purchase commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities and are exempt from further competitive procurement requirements; and

WHEREAS, through piggybacking the State Contract, the terms of which are incorporated and made a part hereof, the City wishes to enter into this Agreement with the Seller for the supply and installation of flooring materials and related supplies and services for the Fairway Park Main Building and Fire Station 19 (“Services”); and

WHEREAS, the City and Seller (“Parties”) agree that all terms and conditions of the State Contract are incorporated herein and shall be adhered to for completion of the services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided in the provisions stated herein.

Section 3. Contract Terms. The Seller agrees to provide the City with the Services in accordance with the State Contract provisions incorporated herein by reference, and the Seller's proposal, attached hereto as **Exhibit "1."**

Section 4: Scope of Work

The following provisions are included:

A. Contractor/Seller shall perform the Services, as set forth in the Contractor/Seller's Proposal, attached hereto as **Exhibit "1."**

B. In consideration of the Services to be provided by the Contractor/Seller, the City agrees to pay Contractor/Seller in an amount not to exceed Two Hundred Thirty-Five Thousand One Hundred and Eleven Dollars and 05/100 (\$235,111.00).

C. For these purposes, Aubrey Boyd shall be the City Representative and may be reached at 954-602-3850.

D. The City shall be substituted for the State of Florida regarding all provisions of the State Contract, including but not limited to, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor/Seller made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

E. Contractor/Seller shall not commence Services unless and until the requirements for insurance have been fully met by Contractor/Seller and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City, and/or with a Notice to Proceed provided by the City.

Section 5: Public Records. Public Records: Contractor/Seller shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor/Seller's possession or control in connection with the Contractor/Seller's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the Service.
2. Upon request by City's records custodian, provide City with a copy of 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, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor/Seller shall be delivered by the Contractor/Seller to the City, at no cost to the City, within seven days. All records stored electronically by the Contractor/Seller shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the City upon completion or termination of this Agreement, the Contractor/Seller shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor/Seller's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR/SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR/SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

6. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor/Seller shall be withheld until all documents are received as provided herein.

Section 6. Scrutinized Companies.

- A. Contractor/Seller certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor/Seller or its subcontractors are found to have submitted a false certification; or if the Contractor/Seller, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor/Seller certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor/Seller, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor/Seller, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor/Seller agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City of Miramar
Dr. Roy L. Virgin, City Manager
2300 Civic Center Place
Miramar, Florida, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

Copy to: Austin Pamies Norris Weeks Powell, PLLC.
City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

For Contractor:

Section 9: Severability. This Agreement sets forth the entire agreement between the Contractor/Seller and the City with respect to the services of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties regarding the services described herein. This Agreement may not be modified, except by the Parties' mutual agreement set forth in writing and signed by the Parties.

Section 10: E-Verify Program In accordance with Florida Statutes §448.095, the Contractor/Seller, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor/Seller will not hire any employee who has not been vetted through E-Verify. The Contractor/Seller may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year set forth below.

CITY OF MIRAMAR:

CONTRACTOR

By: _____
City Manager
Dr. Roy L. Virgin

This _____ day of _____, 2025

By: _____
Signature

Print Name

Title

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552



Phone: () -
Fax: () -

Proposal Submitted To City of Miramar		Attention Accounts Payable		Phone (954) 602-4510	Fax () -	Date 03/31/25
Proposal Name Fairway Park Main Bldg				Job Name Fairway Park Main Bldg		Job # 188708
Street 2300 Civic Center Place				Job Street 3700 Largo Dr		Proposal ID 213806
City, State and Zip Miramar, FL 33025	Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Miramar, FL 33023--641	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Terrain II 20 mil LVT 6" x 48"	00572/Timber	4,005.12	SF	\$2.67	\$10,693.67
LokWorx+ Resilient/LVT Adhesive 4 Gallon		6.00	Each	\$187.37	\$1,124.22
Rubber Cove Roll Base 6"	TBS/To Be Selected	11.00	Carton	\$142.63	\$1,568.93
Wall Base Adhesive Tube		2.00	Carton	\$78.51	\$157.02
6" Vinyl Base Installation		1,000.00	LF	\$2.48	\$2,480.00
Furniture Removal and Replace		100.00	SY	\$90.75	\$9,075.00
Skimcoat - Labor and Material		4,000.00	SF	\$2.41	\$9,640.00
LVT Installation		4,000.00	SF	\$4.28	\$17,120.00
Furnish Ardex K60 Self Leveler and Primer		4,000.00	SF	\$9.09	\$36,360.00
Install Ardex K60		4,000.00	SF	\$7.95	\$31,800.00
Demo Ceramic Base and Repair Wall		1,000.00	LF	\$9.09	\$9,090.00
Set Up Icra in All Phases		30.00	Each	\$227.27	\$6,818.10
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$873.00	\$873.00
Base Bid Total:					\$136,799.94

Proposal Inclusions and Exclusions:

- Florida State Contract # 30161700-24-SRCWL-ACS
- Facility is a kids daycare - Icra to be implemented, Air scrubbers equipped with HEPA filters, HEPA vacuum to be attached to floor sander to extract dust, containment walls to be erected on each phase with zip walls for entry purpose, tacky mat at entry to trap dust from underfoot, HVAC exhaust to be covered.
- Local Contact: Noreen Shouldis Installer: David's Commercial Flooring
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- Proposal does not include removal of any materials containing asbestos.
- All pricing is based on work being completed during weekend hours at 1.5x the standard rate.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCCO007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
- Please email your Purchase Order to Chad Cloer at chad.cloer@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 213806



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

13. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
14. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Chad Cloer Chad Cloer \$136,799.94
Email: chad.cloer@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: City of Miramar Signed: _____ Date: _____

Proposal Submitted To City of Miramar		Attention Accounts Payable		Phone (954) 602-4510	Fax () -	Date 03/31/25
Proposal Name Lobby, Conf Rm, Hall, Dayroom Hall, 119/121 Quarte				Job Name Fire Station 19		Job # 188783
Street 2300 Civic Center Place				Job Street 6700 Miramar Pkwy		Proposal ID 213889
City, State and Zip Miramar, FL 33025	Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Miramar, FL 33023--489	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Uncommon Ground 6	TBS/To Be Selected	3,101.55	SF	\$2.99	\$9,273.63
LokWorx+ Resilient/LVT Adhesive 4 Gallon		5.00	Each	\$187.37	\$936.85
Rubber Cove Roll Base 6"	TBS/To Be Selected	10.00	Carton	\$142.63	\$1,426.30
Wall Base Adhesive Tube		2.00	Carton	\$78.51	\$157.02
6" Vinyl Base Installation		882.00	LF	\$1.66	\$1,464.12
Furniture Removal and Replace		40.00	SY	\$60.85	\$2,434.00
Skimcoat - Labor and Material		3,100.00	SF	\$1.61	\$4,991.00
LVT Installation		3,100.00	SF	\$2.87	\$8,897.00
Furnish Ardex K60 Self Leveler and Primer		3,100.00	SF	\$9.14	\$28,334.00
Install Ardex K60		3,100.00	SF	\$8.00	\$24,800.00
Demo Ceramic Base and Repair Wall		800.00	LF	\$8.00	\$6,400.00
Set Up Icra in All Phases		20.00	Each	\$228.57	\$4,571.40
Hourly Rates for Services not Listed		40.00	Hour	\$90.51	\$3,620.40
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$1,005.80	\$1,005.80
Base Bid Total:					\$98,311.52

Proposal Inclusions and Exclusions:

- Florida State Contract # 30161700-24-SRCWL-ACS
Sourcewell # 061323-SII
Federal Tax ID # 87-4486016
- Local Contact: Noreen Shouldis Installer: David's Commercial Flooring
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- Proposal does not include removal of any materials containing asbestos.
- All pricing is based on work being completed during normal working hours.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCCO007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
- Please email your Purchase Order to Chad Cloer at chad.cloer@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 213889



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

12. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
13. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Chad Cloer **Chad Cloer** **\$98,311.52**
Email: chad.cloer@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: City of Miramar **Signed:** _____ **Date:** _____



TR 8375 - ATTACHMENT 1

**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS**

For

Flooring Materials, with Related Supplies and Services

This Alternate Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials, with Related Supplies and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Shaw Integrated and Turf Solutions, Inc. (Contractor), located at 616 E. Walnut Ave., Dalton, GA 30721 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 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 by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials, with Related Supplies and Services and executed Contract No. 061323-SII, Flooring Materials, with Related Supplies and Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective August 7, 2023, and its term currently ends on August 9, 2027. The Master Contract has three years of renewals available. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on August 9, 2027, unless terminated earlier or renewed in accordance with this Contract.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS
For
Flooring Materials, with Related Supplies and Services**

the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: State of Florida Price Sheet
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

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

3. 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. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Joseph Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Joseph.Thomas@dms.fl.gov

Contractor's Contract Manager:

Darrien Munroe
Shaw Integrated and Turf Solutions, Inc.
230 Douthit Ferry Road
Catersville, GA 30120
Telephone: (770) 387-7281
Email: Darrien.Munroe@shawinc.com

**Alternate Contract Source (ACS)
No. 30161700-24-SRCWL-ACS
For
Flooring Materials, with Related Supplies and Services**

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**SHAW INTEGRATED AND
TURE SOLUTIONS, INC.**

DocuSigned by:
Jane M. Stahl

026027EEC7EF400
Jane Stahl, Secretary

4/5/2024 | 11:00 AM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende

C04713970499485
Pedro Allende, Secretary

4/9/2024 | 10:21 AM EDT

Date:



EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. **Orders:** Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. **Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers:** By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. **Preferred Pricing:** It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions. (Keep if commodities related or applicable)
- D. **Purchases Prerequisites:** Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. **Punchout Catalog and Electronic Invoicing.**
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

- Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.
- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.
- The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. **Business Review Meetings:** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. **Special Contract Conditions revisions:** the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

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(14), F.S.

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. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

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(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

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 submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

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.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator 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, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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 Terrorism Sectors 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. 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 or termination 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.

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(6), F.A.C.

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 unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

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.

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, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit B

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 C



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24

ShawContract®

Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
BROADLOOM							
60728	ACCOMPLISH CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 30.09	34.19%	\$ 18.81
5A253	ACCORD CLASSICBAC®	BROADLOOM	SIMPLY BY NATURE	SY	\$ 19.71	33.93%	\$ 12.38
5A297	ADAGE ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.95%	\$ 43.52
5A367	AMBITION IV 20 CLASSICBAC®	BROADLOOM		SY	\$ 15.55	32.15%	\$ 10.02
5A368	AMBITION IV 26 CLASSICBAC®	BROADLOOM		SY	\$ 18.61	32.17%	\$ 12.00
5A252	AMEND CLASSICBAC®	BROADLOOM	SIMPLY BY NATURE	SY	\$ 19.71	33.93%	\$ 12.38
5A176	AMPLIFY ULTRALOC®	BROADLOOM	BRIGHTWORK	SY	\$ 43.00	33.92%	\$ 26.99
5A270	ARCHWAY ULTRALOC®	BROADLOOM		SY	\$ 125.93	33.94%	\$ 79.03
5A208	ARTISAN LOOM ULTRALOC®	BROADLOOM	DESIGN JOURNEY	SY	\$ 86.23	33.92%	\$ 54.13
5A283	ARTIST PALETTE ULTRALOC®	BROADLOOM		SY	\$ 98.25	33.94%	\$ 61.66
60759	ASPIRE CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 35.66	33.89%	\$ 22.40
5A267	ATLAS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.14	33.95%	\$ 69.11
5A219	BASE METAL WOVEN UNITARY	BROADLOOM	NOBLE MATERIALS	SY	\$ 147.26	33.93%	\$ 92.44
60785	BATIK ULTRALOC®	BROADLOOM	GATHER	SY	\$ 68.99	33.94%	\$ 43.30
5A299	BELIEF ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.95%	\$ 43.52
5A290	BELOW ULTRALOC®	BROADLOOM	CANOPY	SY	\$ 24.58	33.93%	\$ 15.43
5A243	BEYOND ULTRALOC®	BROADLOOM	OFF THE GRID	SY	\$ 72.70	33.94%	\$ 45.63
5A235	BIRCH CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.96%	\$ 16.28
5A125	BLOG CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 31.98	33.93%	\$ 20.07
60746	BON JOUR II PERFORMANCE RUBBER BACKING	BROADLOOM	STEPPIN OUT	SY	\$ 65.46	33.91%	\$ 41.10
5A236	BOTAN ULTRALOC®	BROADLOOM	TERASU	SY	\$ 46.15	33.91%	\$ 28.98
5A381	BRAIDED ULTRALOC®	BROADLOOM	CULTURA	SY	\$ 87.30	17.69%	\$ 54.62
5A385	BREAKIN ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 80.19
5A280	CARRARA ULTRALOC®	BROADLOOM		SY	\$ 111.53	33.94%	\$ 70.00
5A281	CASCADE ULTRALOC®	BROADLOOM		SY	\$ 108.60	33.94%	\$ 68.15
5A211	CHOK LOOM ULTRALOC®	BROADLOOM	DESIGN JOURNEY	SY	\$ 92.78	33.93%	\$ 58.24
5A374	CHRONICLE ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 25.18
5A345	COCON CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 23.45	33.90%	\$ 14.73
5A353	COLCA ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 92.43	33.93%	\$ 58.01
5A375	COMPILATION ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 25.18
60550	CONSTELLATION ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 34.30	33.97%	\$ 21.52
5A213	CONTE' ULTRALOC®	BROADLOOM	HAND DRAWN	SY	\$ 41.41	33.90%	\$ 26.01
5A186	CONTOUR CLASSICBAC®	BROADLOOM	REWOVEN	SY	\$ 27.88	33.95%	\$ 17.49
5A178	CORE ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 52.03	33.95%	\$ 32.64
5A032	DESIGN SERIES V 30 CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 27.40	33.90%	\$ 17.20
5A033	DESIGN SERIES V 36 CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 32.74	33.91%	\$ 20.56
5A358	DIAMONDS ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 81.81	33.93%	\$ 51.35
5A184	DIMENSION ULTRALOC®	BROADLOOM	REWOVEN	SY	\$ 38.88	33.92%	\$ 24.41
5A386	DIJING ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 80.19
5A276	DOTS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 67.19	33.93%	\$ 42.17
5A272	DRIIP ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 108.03	33.94%	\$ 67.79
5A164	ECCLECTIC CLASSICBAC®	BROADLOOM	MIX	SY	\$ 27.84	33.90%	\$ 17.48
5A228	EDITION ULTRALOC®	BROADLOOM	MODERN EDIT	SY	\$ 71.80	33.93%	\$ 45.07
5A192	EFFECT ULTRALOC®	BROADLOOM	OPEN WORK	SY	\$ 34.46	33.88%	\$ 21.65
5A259	EMBRACE ULTRALOC®	BROADLOOM	COMMUNITY	SY	\$ 81.23	33.93%	\$ 50.98
5A387	EMCEE ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 80.19
5A344	ENDEAVOR CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 15.85	25.14%	\$ 11.26
5A349	ENHANCE SOLID CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.21
5A348	ENHANCE TONAL CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.21
5A214	ERASE ULTRALOC®	BROADLOOM	HAND DRAWN	SY	\$ 41.41	33.90%	\$ 26.01
5A242	ESCAPE ULTRALOC®	BROADLOOM	OFF THE GRID	SY	\$ 51.51	33.92%	\$ 32.34
5A188	ESSENTIAL CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 19.71	33.93%	\$ 12.38
5A373	ESTEEM ULTRALOC® MB	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 31.29	32.20%	\$ 20.15
5A221	FAULT ULTRALOC®	BROADLOOM	NOBLE MATERIALS	SY	\$ 117.78	33.93%	\$ 73.92
60497	FIELD TRIP ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 32.85	33.94%	\$ 20.62
5A356	FLAME ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 113.86	33.94%	\$ 71.45
5A175	FLARE CLASSICBAC®	BROADLOOM	BRIGHTWORK	SY	\$ 27.41	33.97%	\$ 17.20
5A174	FUCKER CLASSICBAC®	BROADLOOM	BRIGHTWORK	SY	\$ 27.41	33.97%	\$ 17.20
5A370	FOND CLASSICBAC®	BROADLOOM	FOND AND FRIENDLY	SY	\$ 19.71	33.93%	\$ 12.38
5A038	FOSSIL CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 21.80	33.94%	\$ 13.68
5A369	FRIENDLY CLASSICBAC®	BROADLOOM	FOND AND FRIENDLY	SY	\$ 19.71	33.93%	\$ 12.38
5A153	GRADIENT CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 32.29	33.95%	\$ 20.26
5A388	GRAFFITI ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 80.19
5A289	GROUND ULTRALOC®	BROADLOOM	CANOPY	SY	\$ 24.58	33.93%	\$ 15.43
5A190	GROUNDED ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 59.71	33.91%	\$ 37.49
5A234	GROVE CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.96%	\$ 16.28
5A237	HANA ULTRALOC®	BROADLOOM	TERASU	SY	\$ 45.01	33.96%	\$ 28.24
5A278	HERITAGE ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.74	33.93%	\$ 69.50
60504	HIT THE BOOKS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 31.50	33.89%	\$ 19.79
60786	IKAT ULTRALOC®	BROADLOOM	GATHER	SY	\$ 68.34	33.93%	\$ 42.89
5A177	ILLUMINATE ULTRALOC®	BROADLOOM	BRIGHTWORK	SY	\$ 43.00	33.92%	\$ 26.99
60774	IMAGERY CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.09	33.94%	\$ 15.11
5A229	INHERIT ULTRALOC®	BROADLOOM	MODERN EDIT	SY	\$ 71.80	33.93%	\$ 45.07
5A193	INLAY ULTRALOC®	BROADLOOM	OPEN WORK	SY	\$ 34.46	33.88%	\$ 21.65
60589	INTERPLAY ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 29.25	33.93%	\$ 18.36
60777	INTUITION ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 49.33	33.91%	\$ 30.97
5A268	JOIN ULTRALOC®	BROADLOOM		SY	\$ 109.24	33.94%	\$ 68.55
5A354	KISTA BY LINDSAY STEAD ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 89.06	33.94%	\$ 55.90



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24**ShawContract®**

Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
SA389	KNOWLEDGE ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 80.19
SA238	KUSA ULTRALOC®	BROADLOOM	TERASU	SY	\$ 43.29	33.93%	\$ 27.17
SA183	LAYER ULTRALOC®	BROADLOOM	REWOVEN	SY	\$ 38.88	33.92%	\$ 24.41
SA282	LAYERED ULTRALOC®	BROADLOOM		SY	\$ 114.85	33.92%	\$ 72.10
60787	LINEN ULTRALOC®	BROADLOOM	GATHER	SY	\$ 70.29	33.93%	\$ 44.12
SA165	MELD CLASSICBAC®	BROADLOOM	MIX	SY	\$ 27.84	33.90%	\$ 17.48
SA277	METHOD ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 90.75	33.93%	\$ 56.96
SA204	MODIFY CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.99%	\$ 16.28
SA218	MONOLITH WOVEN UNITARY	BROADLOOM	NOBLE MATERIALS	SY	\$ 165.16	33.92%	\$ 103.68
SA301	MORAL ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 50.54	33.91%	\$ 31.73
SA265	MOSAIC ULTRALOC®	BROADLOOM		SY	\$ 69.51	33.93%	\$ 43.63
SA279	MOTIF ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 74.19	33.95%	\$ 46.55
SA376	NARRATIVE ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 25.18
SA179	NATURAL SELECTION ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 110.66	33.93%	\$ 69.45
SA292	NICHE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 17.18	33.92%	\$ 10.78
SA338	NOOK CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 20.93	33.93%	\$ 13.14
SA337	NOTED CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.88	33.93%	\$ 10.59
SA300	MOTION ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 50.54	33.91%	\$ 31.73
SA293	NOVICE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 14.01	33.99%	\$ 8.79
SA187	OUTLINE CLASSICBAC®	BROADLOOM	REWOVEN	SY	\$ 27.88	33.95%	\$ 17.49
SA271	PATHWAY ULTRALOC®	BROADLOOM		SY	\$ 112.55	33.94%	\$ 70.63
SA294	PERIMETER CLASSICBAC®	BROADLOOM	BUILT ESSENTIALS	SY	\$ 12.84	25.22%	\$ 9.12
SA342	PERSONABLE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 21.51	33.93%	\$ 13.50
SA025	PETO II CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 27.66	33.94%	\$ 17.37
SA295	PREPARE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 15.43	33.95%	\$ 9.68
SA189	PRIME CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 19.71	33.93%	\$ 12.38
SA347	PROLIFIC BERBER CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 13.90	25.27%	\$ 9.87
SA346	PROLIFIC SOLID CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 13.14	25.21%	\$ 9.34
SA343	PROMINENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 21.51	33.93%	\$ 13.50
60730	PROSPER CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 31.41	33.94%	\$ 19.71
SA372	PROSPER ULTRALOC® MB	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 33.98	32.19%	\$ 21.89
60784	QUEST ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 52.00	33.94%	\$ 32.63
SA256	REIMAGINE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.25	33.97%	\$ 15.21
SA378	REMAIN 45 OZ. CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 37.24	33.60%	\$ 23.49
SA379	REMAIN 55 OZ. CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 44.95	33.62%	\$ 28.35
SA339	REMEDY I CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 25.53	33.94%	\$ 16.02
SA340	REMEDY II CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 31.79	33.94%	\$ 19.95
SA248	REMINISCE ULTRALOC®	BROADLOOM	KINDRED	SY	\$ 25.96	33.94%	\$ 16.29
SA266	RIBBONS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.80	33.94%	\$ 69.54
SA274	SACRED ULTRALOC®	BROADLOOM		SY	\$ 73.36	33.92%	\$ 46.06
SA255	SCENERY CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 23.95	33.98%	\$ 15.02
50521	SCEPTER II CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 56.03	33.96%	\$ 35.15
SA215	SCRIBE CLASSICBAC®	BROADLOOM	HAND DRAWN	SY	\$ 25.95	33.91%	\$ 16.29
60775	SENTIMENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.19	33.95%	\$ 15.18
SA357	SHALE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 109.29	33.94%	\$ 68.59
SA260	SHARE ULTRALOC®	BROADLOOM	COMMUNITY	SY	\$ 115.78	33.93%	\$ 72.67
SA137	SOLID CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 52.24	33.93%	\$ 32.78
60783	SOPHISTICATION ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 51.85	33.92%	\$ 32.55
SA257	STATEMENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 26.38	33.93%	\$ 16.56
SA247	STAY ULTRALOC®	BROADLOOM	KINDRED	SY	\$ 25.96	33.94%	\$ 16.29
SA355	STONE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 85.14	33.93%	\$ 53.44
SA377	STORY ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 25.18
SA220	STRATA ULTRALOC®	BROADLOOM	NOBLE MATERIALS	SY	\$ 131.34	33.93%	\$ 82.44
SA273	STRIATION ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 91.85	33.93%	\$ 57.66
SA216	STYLUS CLASSICBAC®	BROADLOOM	HAND DRAWN	SY	\$ 25.95	33.91%	\$ 16.29
SA233	SUMMIT CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.96%	\$ 16.28
SA275	SWERVE ULTRALOC®	BROADLOOM		SY	\$ 67.55	33.96%	\$ 42.38
SA205	SWITCH CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.99%	\$ 16.28
60788	TAPESTRY ULTRALOC®	BROADLOOM	GATHER	SY	\$ 70.29	33.93%	\$ 44.12
SA037	TERRA CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 21.80	33.94%	\$ 13.68
SA123	TEXT CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 31.98	33.93%	\$ 20.07
SA249	TEXTILE ULTRALOC®	BROADLOOM	SUITED	SY	\$ 72.65	33.93%	\$ 45.60
SA180	TIMBER ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 53.84	33.92%	\$ 33.80
SA151	TINT CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 29.99	33.97%	\$ 18.81
SA152	TONE CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 29.99	33.97%	\$ 18.81
SA203	TRANSFER CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.99%	\$ 16.28
SA383	TRU COLOURS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 34.93	33.93%	\$ 21.93
SA298	TRUISM ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.95%	\$ 43.52
60117	UPSCALE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.21
SA382	VALLE ULTRALOC®	BROADLOOM	CULTURA	SY	\$ 92.36	17.63%	\$ 57.82
SA352	VERVE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 113.78	33.94%	\$ 71.40
SA269	WATERFALL ULTRALOC®	BROADLOOM		SY	\$ 110.64	33.93%	\$ 69.45
60745	WELCOME II PERFORMANCE RUBBER BACKING	BROADLOOM	STEPPIN OUT	SY	\$ 65.78	33.98%	\$ 41.26
60751	WHISPER WALLCOVERING SBR LATEX	BROADLOOM	NO COLLECTION	SY	\$ 38.49	33.94%	\$ 24.16
SA371	WISDOM ULTRALOC® MB	BROADLOOM	LEGACY COLLECTION	SY	\$ 33.43	32.63%	\$ 21.33
Tile							
ST392	ABOVE ECOWORX® TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 27.37
ST003	ABSORBED ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.89	33.93%	\$ 37.28
ST461	ACCENT STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 33.23	17.42%	\$ 20.85



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24

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Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
ST107	ACHROMATIC ECOWORX® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 32.59
ST089	ACTIVITY ECOWORX® TILE	TILE	COLLECTIVE TIME	SY	\$ 65.48	33.91%	\$ 41.12
ST427	ADAGE ECOWORX® TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 52.26
ST202	ADVANCE ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 37.66
ST015	AGATE ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 69.63	33.93%	\$ 43.70
ST521	ALBAN ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	17.88%	\$ 45.85
ST135	ALCHEMY ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 92.03	33.93%	\$ 57.76
ST006	ALIGN ECOWORX® TILE	TILE	REWOVEN	SY	\$ 61.60	33.95%	\$ 38.66
ST494	ALL TOGETHER ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.45%	\$ 26.87
ST927	ALLURE ECOWORX® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 28.74
ST495	ALONGSIDE ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.45%	\$ 26.87
ST126	ANALOG 18" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 37.10
ST004	APPLIED ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 37.28
ST294	ARRANGE STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.93%	\$ 18.90
ST295	ARRAY STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.93%	\$ 18.90
ST097	ARTISAN ECOWORX® TILE	TILE	DESIGN JOURNEY	SY	\$ 110.98	33.92%	\$ 69.67
ST064	AUGMENT ECOWORX® TILE	TILE	VIRTUAL SPACES	SY	\$ 56.29	33.93%	\$ 35.33
ST376	AWARE 18" X 36" ECOLOGIX®	TILE	CREATING SPACE	SY	\$ 58.64	32.81%	\$ 37.43
ST358	AWARE 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 32.68
ST303	BACK WEAVE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.94%	\$ 50.26
ST389	BALCONY ECOWORX® TILE	TILE	CANOPY	SY	\$ 37.38	33.95%	\$ 23.46
ST198	BASALT II ECOWORX® TILE	TILE	A WALK IN THE GARDEN	SY	\$ 56.45	33.92%	\$ 35.44
ST159	BASE HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.91%	\$ 50.83
ST121	BASIC ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.95%	\$ 23.46
ST348	BATIK 18" X 36" ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 53.34
ST429	BELIEF ECOWORX® TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 52.26
ST261	BELONG ECOWORX® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 27.37
ST218	BEYOND ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 95.25	33.94%	\$ 59.78
ST448	BISECT ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46
ST032	BON JOUR II ECOWORX® TILE	TILE	STEPPIN OUT	SY	\$ 82.48	33.92%	\$ 51.78
ST192	BOTAN ECOWORX® TILE	TILE	TERASU	SY	\$ 64.75	33.94%	\$ 40.64
ST314	BOUNDLESS ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 45.69	33.93%	\$ 28.68
ST913	BYLINE ECOWORX® TILE	TILE	NO RULES	SY	\$ 47.96	33.93%	\$ 30.11
ST493	CALM STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 24.45
ST954	Captivate Tile	TILE	NO RULES	SY	\$ 48.78	33.93%	\$ 30.62
ST525	CASA ECOWORX® TILE	TILE	CULTURA	SY	\$ 49.28	16.38%	\$ 31.31
ST979	CATALYST ECOWORX® TILE	TILE	MIX	SY	\$ 44.19	33.95%	\$ 27.73
ST492	CENTERED STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 24.45
ST176	CENTRAL LINE ECOWORX® TILE	TILE	PLACES	SY	\$ 45.69	33.93%	\$ 28.68
ST124	CENTRIC ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.95%	\$ 23.46
ST232	CHALET 9" X 36" ECOWORX® TILE	TILE	ART OF ESCAPE	SY	\$ 48.79	33.95%	\$ 30.62
ST951	CHARISMA ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 54.51	33.94%	\$ 34.21
ST281	CHECK ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 53.35
ST485	CHISEL ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
ST100	CHOK ECOWORX® TILE	TILE	DESIGN JOURNEY	SY	\$ 117.51	33.91%	\$ 73.78
ST444	CHROMATONE ECOWORX® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 32.59
ST175	CITY CENTRAL ECOWORX® TILE	TILE	PLACES	SY	\$ 45.69	33.93%	\$ 28.68
ST954	CLEAR ECOWORX® TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 27.60
ST381	CLEARING ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 59.05	33.95%	\$ 37.05
ST497	COLLABORATION ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 29.44
ST438	COLLECTIVE I ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 28.17
ST439	COLLECTIVE II ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 28.17
ST440	COLLECTIVE III ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 28.17
ST441	COLLECTIVE IV ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 46.76	33.92%	\$ 29.36
ST442	COLLECTIVE V ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 46.76	33.92%	\$ 29.36
ST112	COLOR FORM 9" X 36" ECOWORX® TILE	TILE	COLOR FRAME AND COLOR FORM	SY	\$ 54.88	33.94%	\$ 34.44
ST081	COLOR FRAME ECOWORX® TILE	TILE	COLOR FRAME AND COLOR FORM	SY	\$ 51.43	33.91%	\$ 32.29
ST958	COLOR PLAY ECOWORX® TILE	TILE	NO RULES	SY	\$ 60.40	33.92%	\$ 37.91
ST161	COLOR SHIFT HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.91%	\$ 50.83
ST323	COMMONS ECOWORX® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 25.41
ST352	COMPANION STRATAWORX®	TILE	IN SYNC	SY	\$ 35.34	34.14%	\$ 22.12
ST515	COMPILATION ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 38.44
ST942	CONNECT ECOWORX® TILE	TILE	WORKLIFE	SY	\$ 59.58	33.91%	\$ 37.41
ST359	CONSCIOUS 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 32.68
ST926	CONSTELLATION ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 57.41	33.92%	\$ 36.04
ST104	CONSTRUCT ECOWORX® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 36.09
ST160	CONTACT HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.91%	\$ 50.83
ST269	CONVENE ECOWORX® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.94%	\$ 38.06
ST103	COPY ECOWORX® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 36.09
ST353	CORRESPOND STRATAWORX®	TILE	IN SYNC	SY	\$ 35.34	34.14%	\$ 22.12
ST526	CROSS WEAVE ECOWORX® TILE	TILE	CULTURA	SY	\$ 49.28	16.38%	\$ 31.31
ST396	CURIOSITY ECOWORX® TILE	TILE	SET UP	SY	\$ 59.85	33.94%	\$ 37.56
ST350	CURRENT ECOWORX® TILE	TILE	JOURNEY	SY	\$ 47.99	33.94%	\$ 30.12
ST203	DASH ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 37.66
ST233	DIFFUSE 24" X 24" ECOLOGIX®	TILE	DIFFUSE AND DISPERSE	SY	\$ 43.93	32.41%	\$ 28.21
ST975	DIFFUSE 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	4	\$ 37.38	33.95%	\$ 23.46
ST478	DIFFUSE COLOR 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.95%	\$ 23.46
ST419	DIFFUSE STRATAWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 33.23	33.94%	\$ 20.85
ST071	DIRECTION ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24**ShawContract®**

Material Pricing List - State of Florida

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ST217	DISCOVER ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 67.41	33.93%	\$ 42.31
ST395	DISCUSSION ECOWORX® TILE	TILE	SET UP	SY	\$ 59.85	33.94%	\$ 37.56
59576	DISPERSE 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.95%	\$ 23.46
ST479	DISPERSE COLOR 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.95%	\$ 23.46
ST127	DISTORT 18" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 37.10
ST411	DIVVY ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
ST457	DOWNTIME STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.93%	\$ 18.90
ST265	DREAM ECOWORX® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 27.37
ST142	DRIIFT ECOWORX® TILE	TILE	THE PARK	SY	\$ 64.34	33.92%	\$ 40.38
ST349	DUNE ECOWORX® TILE	TILE	JOURNEY	SY	\$ 47.99	33.94%	\$ 30.12
ST239	DWELLING ECOWORX® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 38.75
ST041	DYE LAB ECOWORX® TILE	TILE	DYE LAB	SY	\$ 85.14	33.92%	\$ 53.45
59338	EARTH TONE ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 47.02
ST343	EASE 9" X 36" ECOLOGIX®	TILE	SYMMETRY	SY	\$ 49.55	33.93%	\$ 31.10
ST388	ELEVATE ECOWORX® TILE	TILE	CANOPY	SY	\$ 37.38	33.95%	\$ 23.46
ST040	EMBARK ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 46.15	33.97%	\$ 28.96
ST371	ENCLAVE ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.93%	\$ 39.31
ST305	ENDLESS ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 39.43
ST458	ENERGIZE STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.93%	\$ 18.90
ST187	ENGAGE ECOWORX® TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.93%	\$ 32.05
ST033	ENTREE ECOWORX® TILE	TILE	STEPPIN OUT	SY	\$ 83.36	33.93%	\$ 52.33
59337	ENTWINE ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 47.02
ST268	ESTABLISH ECOWORX® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.94%	\$ 38.06
ST304	EXCHANGE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.94%	\$ 50.26
ST219	EXPANSE ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 95.25	33.94%	\$ 59.78
ST151	EXPOSE ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 41.04
ST405	FACE TO FACE ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 94.34	33.92%	\$ 59.22
ST235	FAMILIAR ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.93%	\$ 52.99
ST199	FAULT LINES II ECOWORX® TILE	TILE	A WALK IN THE GARDEN	SY	\$ 56.45	33.92%	\$ 35.44
ST455	FELTED HIGH DENSITY NON-WOVEN PET COMPOSITE	TILE	BOTTLEFLOOR	SF	\$ 7.31	33.85%	\$ 4.60
ST079	FIELD ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41
ST113	FINE POINT 18" X 36" ECOWORX® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 37.24
ST321	FLAT WEAVE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 55.94	33.94%	\$ 35.10
ST500	FOLLOW-UP ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 29.44
ST136	FORM ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 89.13	33.93%	\$ 55.95
ST169	FOUNDATION ECOWORX® TILE	TILE	EXTRAORDINARY	SY	\$ 67.90	33.89%	\$ 42.65
ST517	FRENCH KNOT ECOWORX® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 29.34
ST038	FRINGE ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.95%	\$ 34.13
59562	GLAZE ECOWORX® TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 27.60
59329	GLIMMER ECOWORX® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 28.74
ST128	GLITCH 9" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 37.10
59534	GRADIENT ECOWORX® TILE	TILE	SHADE	SY	\$ 54.00	33.91%	\$ 33.91
ST486	GRIT ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
ST390	HABITAT ECOWORX® TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 27.37
ST193	HANA ECOWORX® TILE	TILE	TERASU	SY	\$ 61.86	33.93%	\$ 38.84
ST450	HAND IN HAND ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 66.15	33.94%	\$ 41.52
ST516	HAND STITCH ECOWORX® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 29.34
ST522	HAND WOVEN ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	17.88%	\$ 45.85
ST037	HAZE ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.95%	\$ 34.13
ST320	HEDDLE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 55.94	33.94%	\$ 35.10
ST134	HONED ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 86.14	33.91%	\$ 54.08
ST236	HONEST ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.93%	\$ 52.99
ST282	HOUNDSTOOTH 18" X 36" ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 53.35
ST460	HUB ACCENT STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.93%	\$ 18.90
ST459	HUB STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.93%	\$ 18.90
ST498	HUDDLE ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 29.44
59580	HYBRID ECOWORX® TILE	TILE	MIX	SY	\$ 44.19	33.95%	\$ 27.73
ST065	HYPE ECOWORX® TILE	TILE	VIRTUAL SPACES	SY	\$ 56.29	33.93%	\$ 35.33
ST237	IDENTITY ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.93%	\$ 52.99
ST346	IKAT 18" X 36" ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 53.34
ST188	IMPACT ECOWORX® TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.93%	\$ 32.05
ST451	IN COMMON ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 63.25	33.93%	\$ 39.70
ST496	IN TUNE ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.45%	\$ 26.87
ST010	INFINITE ECOWORX® TILE	TILE	NO RULES	SY	\$ 41.10	33.97%	\$ 25.78
59339	INGRAIN ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 47.02
ST208	INTENT STRATAWORX® TILE	TILE	DISTRICT	SY	\$ 30.10	33.93%	\$ 18.90
ST360	INTENTION 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 32.68
ST344	INTERLUDE ECOLOGIX®	TILE	SYMMETRY	SY	\$ 49.55	33.93%	\$ 31.10
59558	INTRIGUE ECOWORX® TILE	TILE	NO RULES	SY	\$ 48.78	33.93%	\$ 30.62
ST280	JACQUARD 18" X 36" ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 53.35
ST016	JASPER ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 72.45	33.94%	\$ 45.47
ST412	JIVE ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
ST512	JOURNAL ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 38.44
ST046	KASURI ECOWORX® TILE	TILE	OPEN WORK	SY	\$ 62.31	33.90%	\$ 39.13
ST499	KICKOFF ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 29.44
59359	KINETIC ECOWORX® TILE	TILE	NO RULES	SY	\$ 62.58	33.90%	\$ 39.29
ST301	KNOTTED ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.94%	\$ 50.26
ST194	KUSA ECOWORX® TILE	TILE	TERASU	SY	\$ 59.43	33.95%	\$ 37.29
ST449	LANDFORM ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
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Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UDM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
ST373	LANDING ECOWORK® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.93%	\$ 39.31
ST375	LANDING EDGE ECOWORK® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.93%	\$ 39.31
S9106	LINAGE ECOWORK® TILE	TILE	NO RULES	SY	\$ 51.10	33.90%	\$ 32.09
ST345	LINEN TILE ECOWORK® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 53.34
ST114	LINEWEIGHT 18" X 36" ECOWORK® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 37.24
ST523	LOCAL ECOWORK® TILE	TILE	CULTURA	SY	\$ 73.46	17.88%	\$ 45.85
ST513	LYRIC ECOWORK® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 38.44
ST325	MAKERSPACE ECOWORK® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 25.41
ST130	MANIPULATE 9" X 36" ECOWORK® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 37.10
ST263	MEMORY ECOWORK® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 27.37
S9167	MERGE ECOWORK® TILE	TILE	ON THE EDGE	SY	\$ 67.63	33.92%	\$ 42.46
ST014	MICA ECOWORK® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 68.80	33.92%	\$ 43.19
S9164	MINIMAL ECOWORK® TILE	TILE	ON THE EDGE	SY	\$ 67.63	33.92%	\$ 42.46
S9502	MOMENTUM IV ECOWORK® TILE	TILE	NO COLLECTION	SY	\$ 35.19	25.22%	\$ 24.99
ST238	NEST ECOWORK® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 38.75
ST309	OBSERVE COLOR ECOWORK® TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 42.28
ST306	OBSERVE ECOWORK® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 39.43
ST296	OFFSET STRATAWORK® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.93%	\$ 18.90
ST166	ORNATE ECOWORK® TILE	TILE	MODERN EDIT	SY	\$ 87.70	33.92%	\$ 55.05
ST413	PACE ECOWORK® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
ST354	PARTNER STRATAWORK®	TILE	IN SYNC	SY	\$ 35.34	34.14%	\$ 22.12
ST034	PATH ECOWORK® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
S9369	PETO II 20 ECOWORK® TILE	TILE	NO COLLECTION	SY	\$ 47.76	33.92%	\$ 29.98
S9371	PETO II 26 ECOWORK® TILE	TILE	NO COLLECTION	SY	\$ 53.91	33.97%	\$ 33.82
ST098	PLAIN WEAVE ECOWORK® TILE	TILE	DESIGN JOURNEY	SY	\$ 105.28	33.93%	\$ 66.07
ST374	PLAINS ECOWORK® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.93%	\$ 39.31
ST054	PLANE HEXAGON ECOWORK® TILE	TILE	HEXAGON	SY	\$ 76.85	33.93%	\$ 48.24
ST035	PORTAL ECOWORK® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
ST491	POSITIVE STRATAWORK® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 24.45
ST206	POURED ECOWORK® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46
ST420	POURED STRATAWORK® TILE	TILE	SELECT ONE	SY	\$ 33.23	33.94%	\$ 20.85
ST394	PRACTICE ECOWORK® TILE	TILE	SET UP	SY	\$ 59.85	33.94%	\$ 37.56
ST361	PRESERVE 18" X 36" ECOWORK® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 32.68
ST423	PRESERVE ECOWORK® TILE	TILE	CANOPY	SY	\$ 60.50	33.93%	\$ 37.98
ST123	PRIMARY ECOWORK® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.95%	\$ 23.46
ST302	PROCESS ECOWORK® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.94%	\$ 50.26
ST209	PURPOSE STRATAWORK® TILE	TILE	DISTRICT	SY	\$ 30.10	33.93%	\$ 18.90
ST324	QUAD ECOWORK® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 25.41
ST017	QUARTZ ECOWORK® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 65.01	33.92%	\$ 40.81
ST518	QUILTED ECOWORK® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 29.34
S9361	RADIANCE ECOWORK® TILE	TILE	FEELING PLUSH	SY	\$ 68.23	33.91%	\$ 42.84
ST078	REALM ECOWORK® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41
ST152	RELIEF ECOWORK® TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 41.04
ST341	RENEW ECOWORK® TILE	TILE	THE PARK	SY	\$ 66.75	33.95%	\$ 41.89
ST310	RESPOND COLOR ECOWORK® TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 42.28
ST307	RESPOND ECOWORK® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 39.43
ST091	REST ECOWORK® TILE	TILE	COLLECTIVE TIME	SY	\$ 67.26	17.42%	\$ 42.22
ST168	RESURFACE ECOWORK® TILE	TILE	EXTRAORDINARY	SY	\$ 82.01	33.93%	\$ 51.48
ST165	RETHREAD ECOWORK® TILE	TILE	MODERN EDIT	SY	\$ 87.70	33.92%	\$ 55.05
ST069	REVERSE ECOWORK® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41
ST446	RIDGE ECOWORK® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46
ST105	ROTATE ECOWORK® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 36.09
ST109	SATURATE ECOWORK® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 32.59
ST080	SCAPE ECOWORK® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41
ST514	SCRIPT ECOWORK® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 38.44
ST007	SCULPT ECOWORK® TILE	TILE	REWOVEN	SY	\$ 60.21	33.94%	\$ 37.79
ST183	SCULPT LOOP ECOWORK® TILE	TILE	REWOVEN	SY	\$ 60.21	33.94%	\$ 37.79
ST172	SEA ECOWORK® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 25.41
ST173	SEA EDGE ECOWORK® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 25.41
ST216	SEEK ECOWORK® TILE	TILE	OFF THE GRID	SY	\$ 67.41	33.93%	\$ 42.31
ST070	SHAPE ECOWORK® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 25.41
ST240	SHELTER ECOWORK® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 38.75
S9328	SHINE ECOWORK® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 28.74
ST452	SIDE BY SIDE ECOWORK® TILE	TILE	COLLECTIVE	SY	\$ 66.15	33.94%	\$ 41.52
ST524	SIERRA ECOWORK® TILE	TILE	CULTURA	SY	\$ 73.46	17.88%	\$ 45.85
ST210	SITUATION STRATAWORK® TILE	TILE	DISTRICT	SY	\$ 30.10	33.93%	\$ 18.90
ST174	SKY ECOWORK® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 25.41
ST133	SLAB ECOWORK® TILE	TILE	NOBLE MATERIALS	SY	\$ 86.56	33.92%	\$ 54.34
ST315	SOURCE 9" X 36" ECOWORK® TILE	TILE	LIVING SYSTEMS	SY	\$ 45.69	33.93%	\$ 28.68
ST489	SPARK ECOWORK® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
ST406	SPOKEN ECOWORK® TILE	TILE	DIALOGUE	SY	\$ 67.20	33.95%	\$ 42.17
ST207	STACKED ECOWORK® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46
ST447	STEPPE ECOWORK® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.95%	\$ 23.46
ST116	STIPPLE 18" X 36" ECOWORK® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 37.24
ST456	STITCHED HIGH DENSITY NON-WOVEN PET COMPOSITE	TILE	BOTTLEFLOOR	SF	\$ 8.70	33.91%	\$ 5.46
ST484	STONEWORK ECOWORK® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
ST297	STRUCTURE STRATAWORK® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.93%	\$ 18.90
ST409	SUBTEXT ECOWORK® TILE	TILE	DIALOGUE	SY	\$ 52.84	33.92%	\$ 33.16
ST267	SUPPORT ECOWORK® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.94%	\$ 38.06



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24**ShawContract[®]**

Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
5T125	SURROUND ECOWORX [®] TILE	TILE	SPACE WORX	SY	\$ 37.38	33.95%	\$ 23.46
5T421	SURROUND STRATAWORX [®] TILE	TILE	SPACE WORX	SY	\$ 33.23	33.94%	\$ 20.85
5T391	SUSPEND ECOWORX [®] TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 27.37
5T414	SWIFT ECOWORX [®] TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.93%	\$ 48.27
5T018	TANGLE ECOWORX [®] TILE	TILE	NO RULES	SY	\$ 44.26	33.95%	\$ 27.78
5T347	TAPESTRY 18" X 36" ECOWORX [®] TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 53.34
5T019	TEMPT ECOWORX [®] TILE	TILE	NO RULES	SY	\$ 44.26	33.95%	\$ 27.78
5T279	TEXTILE 18" X 36" ECOWORX [®] TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 53.35
5T186	THINK ECOWORX [®] TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.93%	\$ 32.05
5T156	TINGE ECOWORX [®] TILE	TILE	VERTICAL LAYERS	SY	\$ 43.61	33.94%	\$ 27.37
5T005	TRACE ECOWORX [®] TILE	TILE	REWOVEN	SY	\$ 61.60	33.95%	\$ 38.66
5T204	TRACK ECOWORX [®] TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 37.66
5T311	TRANSFORM COLOR ECOWORX [®] TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 42.28
5T308	TRANSFORM ECOWORX [®] TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 39.43
5T408	TRANSLATE ECOWORX [®] TILE	TILE	DIALOGUE	SY	\$ 52.84	33.92%	\$ 33.16
59563	TRANSPARENT ECOWORX [®] TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 27.60
59368	TRU COLOURS ECOWORX [®] TILE	TILE	NO COLLECTION	SY	\$ 50.06	17.73%	\$ 39.13
5T428	TRUISM ECOWORX [®] TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 52.26
5T205	TURN ECOWORX [®] TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 37.66
5T150	UNCOVER ECOWORX [®] TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 41.04
5T157	UNDERTONE ECOWORX [®] TILE	TILE	VERTICAL LAYERS	SY	\$ 43.61	33.94%	\$ 27.37
5T490	UPBEAT STRATAWORX [®] TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 24.45
5T110	VALUE ECOWORX [®] TILE	TILE	COLOR AT WORK	SY	\$ 51.91	33.93%	\$ 32.59
5T036	VAPOR ECOWORX [®] TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.95%	\$ 34.13
5T009	VAST ECOWORX [®] TILE	TILE	NO RULES	SY	\$ 41.10	33.97%	\$ 25.78
59114	VERTICAL EDGE ECOWORX [®] TILE	TILE	ON THE EDGE	SY	\$ 71.21	33.91%	\$ 44.71
5T001	VIBRANT ECOWORX [®] TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 37.28
5T002	VISIBLE ECOWORX [®] TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 37.28
5T380	VISTA ECOWORX [®] TILE	TILE	SHIFTING FIELDS	SY	\$ 44.65	33.90%	\$ 28.03
5T039	WANDER ECOWORX [®] TILE	TILE	MATERIAL MATTERS	SY	\$ 46.15	33.97%	\$ 28.96
5T426	WEATHERED COLOR ECOWORX [®] TILE	TILE	CANOPY	SY	\$ 64.30	33.86%	\$ 40.40
5T424	WEATHERED ECOWORX [®] TILE	TILE	CANOPY	SY	\$ 60.50	33.93%	\$ 37.98
5T031	WELCOME II ECOWORX [®] TILE	TILE	STEPPIN OUT	SY	\$ 81.10	33.83%	\$ 50.98
5T425	WILDWOOD ECOWORX [®] TILE	TILE	CANOPY	SY	\$ 60.50	33.93%	\$ 37.98
5T407	WRITTEN ECOWORX [®] TILE	TILE	DIALOGUE	SY	\$ 67.20	33.95%	\$ 42.17
5T488	ZEAL ECOWORX [®] TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
5T487	ZEST ECOWORX [®] TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.95%	\$ 41.67
5T158	ZONE ECOWORX [®] TILE	TILE	THE PARK	SY	\$ 77.28	33.90%	\$ 48.53
Resilient Tile & Plank							
4107V	ABIDE	HARD SURFACE	ABIDE & INHABIT	SF	\$ 4.65	33.87%	\$ 2.93
4113V	AMALGAM	HARD SURFACE	EON AND AMALGAM	SF	\$ 6.78	30.63%	\$ 4.47
4339V	BASIS	HARD SURFACE	MINERALFLOOR	SF	\$ 8.11	34.05%	\$ 5.08
4256V	BRANCHING OUT SMM	HARD SURFACE	BRANCHING OUT	SF	\$ 6.58	33.84%	\$ 4.13
4308V	BRANCHING OUT CORETEC 12 MIL	HARD SURFACE	BRANCHING OUT	SF	\$ 5.01	33.92%	\$ 3.14
4309V	BRANCHING OUT CORETEC 20 MIL	HARD SURFACE	BRANCHING OUT	SF	\$ 5.61	34.08%	\$ 3.52
4097V	CAST 2.5 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 5.53	33.71%	\$ 3.48
4098V	CAST 5.0 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 6.89	33.94%	\$ 4.32
4143V	CODED	HARD SURFACE	DIALOGUE	SF	\$ 7.13	34.04%	\$ 4.47
4350V	COMMINGLE	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.47
098UV	COMPOSED	HARD SURFACE	CONCRETE AND COMPOSED	SF	\$ 5.98	30.54%	\$ 3.94
4074V	COMPOUND 2.5 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 5.53	33.71%	\$ 3.48
4077V	COMPOUND 5.0 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 6.89	33.94%	\$ 4.32
094UV	CONCRETE	HARD SURFACE	CONCRETE AND COMPOSED	SF	\$ 5.98	30.54%	\$ 3.94
0927V	COVE	HARD SURFACE	UNITE	SF	\$ 6.78	30.63%	\$ 4.47
4140V	COVER	HARD SURFACE	COVER AND ENVELOP	SF	\$ 7.24	33.85%	\$ 4.55
0203V	CRETE	HARD SURFACE	CRETE AND JEOGORI	SF	\$ 5.14	30.66%	\$ 3.38
4431V	CROSSING PATHS 2.5	HARD SURFACE	CULTURA	SF	\$ 4.48	32.40%	\$ 2.88
4392V	CROSSING PATHS 5.0	HARD SURFACE	CULTURA	SF	\$ 8.28	39.58%	\$ 4.75
0922V	CUT	HARD SURFACE	NATURAL CHOROGRAPHY	SF	\$ 6.54	30.59%	\$ 4.31
058UV	DEFINED	HARD SURFACE	STRATUM	SF	\$ 8.28	30.51%	\$ 5.46
0618V	EMERGE	HARD SURFACE	NOBLE MATERIALS	SF	\$ 5.83	30.69%	\$ 3.84
4141V	ENVELOP	HARD SURFACE	COVER AND ENVELOP	SF	\$ 7.24	33.85%	\$ 4.55
4112V	EON	HARD SURFACE	EON AND AMALGAM	SF	\$ 6.78	30.63%	\$ 4.47
4069V	EXPRESSION	HARD SURFACE	COMMUNITY	SF	\$ 6.09	30.60%	\$ 4.02
4385V	FLOW 2.5	HARD SURFACE	FUNCTION + FLOW	SF	\$ 4.04	33.44%	\$ 2.56
4387V	FLOW 5.0	HARD SURFACE	FUNCTION + FLOW	SF	\$ 6.55	33.40%	\$ 4.14
4419V	FLOW 5.0 LLT	HARD SURFACE	FUNCTION + FLOW	SF	\$ 7.13	33.51%	\$ 4.50
4386V	FUNCTION 2.5	HARD SURFACE	FUNCTION + FLOW	SF	\$ 4.04	33.44%	\$ 2.56
4388V	FUNCTION 5.0	HARD SURFACE	FUNCTION + FLOW	SF	\$ 6.55	33.40%	\$ 4.14
0502V	GRAIN DIRECT GLUE	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 4.59	30.52%	\$ 3.03
0364V	GRAIN FLOATING	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 6.14	28.92%	\$ 4.14
0896V	IN TANDEM	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.51
4430V	IN UNISON 2.5	HARD SURFACE	CULTURA	SF	\$ 4.35	32.47%	\$ 2.79
4391V	IN UNISON 5.0	HARD SURFACE	CULTURA	SF	\$ 7.93	39.59%	\$ 4.55
4068V	INCLUSIVE	HARD SURFACE	COMMUNITY	SF	\$ 6.09	30.60%	\$ 4.02
0926V	INLET	HARD SURFACE	UNITE	SF	\$ 6.78	30.63%	\$ 4.47
4372V	INLET II	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.47
0895V	INNATE	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.51
4367V	INNATE STRIA TILE	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.51



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24**ShawContract***

Material Pricing List - State of Florida

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	State of Florida Contract Price
0884V	INSPIRE	HARD SURFACE	MINDFUL PLAY	SF	\$ 6.11	33.95%	\$ 3.84
4120V	INSPIRE 5.0 MM	HARD SURFACE	MINDFUL PLAY	SF	\$ 6.89	33.94%	\$ 4.32
0692V	INTRICATE	HARD SURFACE	MODERN EDIT	SF	\$ 4.96	30.48%	\$ 3.28
0215V	JEOGORI	HARD SURFACE	CRETE AND JEOGORI	SF	\$ 5.14	30.66%	\$ 3.38
0993V	JOY SQUARED	HARD SURFACE	JOY SQUARED	SF	\$ 5.54	33.86%	\$ 3.48
4123V	KIND	HARD SURFACE	CREATING SPACE	SF	\$ 5.81	30.54%	\$ 3.84
4124V	MINDSET LVT	HARD SURFACE	SET UP	SF	\$ 6.05	33.88%	\$ 3.80
0116V	NATIVE ORIGINS	HARD SURFACE	NO COLLECTION	SF	\$ 2.85	27.63%	\$ 1.96
4338V	ORIGIN	HARD SURFACE	MINERAL FLOOR	SF	\$ 8.11	34.05%	\$ 5.08
0503V	PIGMENT DIRECT GLUE	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 5.04	30.52%	\$ 3.33
0365V	PIGMENT FLOATING	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 6.96	30.52%	\$ 4.60
0186V	QUIET COVER	HARD SURFACE	NO COLLECTION	SF	\$ 7.26	30.64%	\$ 4.79
4004V	REFRAME	HARD SURFACE	REFRAME	SF	\$ 8.70	27.73%	\$ 5.98
4089V	REPOSE	HARD SURFACE	LIVING ENVIRONMENTS	SF	\$ 3.63	30.34%	\$ 2.40
4094V	RESIDE 12 MIL	HARD SURFACE	RESIDE	SF	\$ 2.24	30.17%	\$ 1.48
4381V	RESIDE 20 MIL	HARD SURFACE	RESIDE	SF	\$ 3.74	38.13%	\$ 2.19
4325V	RESIDE 6 MIL	HARD SURFACE	RESIDE	SF	\$ 1.79	32.87%	\$ 1.14
4099V	RESIDE 8 MIL	HARD SURFACE	RESIDE	SF	\$ 1.86	27.52%	\$ 1.28
4090V	RESPITE	HARD SURFACE	NO COLLECTION	SF	\$ 4.25	30.59%	\$ 2.80
0733V	RETHINK	HARD SURFACE	RETHINK	SF	\$ 10.89	30.54%	\$ 7.18
0945V	SHEAR	HARD SURFACE	NATURAL CHOREOGRAPHY	SF	\$ 6.54	30.59%	\$ 4.31
0648V	SOLITUDE	HARD SURFACE	SOLITUDE	SF	\$ 5.69	30.55%	\$ 3.75
4063V	SOUNDSCAPE	HARD SURFACE	SOUNDSCAPE	SF	\$ 6.46	34.04%	\$ 4.05
0012V	STATIC SMART 12	HARD SURFACE		SF	\$ 8.25	37.58%	\$ 4.89
0516V	STRAND	HARD SURFACE	SURFACE AND STRAND	SF	\$ 4.68	30.48%	\$ 3.09
023UV	STRATUM 500	HARD SURFACE	STRATUM	SF	\$ 6.79	30.57%	\$ 4.47
024UV	STRATUM 700	HARD SURFACE	STRATUM	SF	\$ 6.79	30.57%	\$ 4.47
053UV	STRATUM EIRIS	HARD SURFACE	STRATUM	SF	\$ 8.18	30.58%	\$ 5.40
055UV	STRATUM UNEAR	HARD SURFACE	STRATUM	SF	\$ 8.46	30.58%	\$ 5.59
034UV	STRATUM XL	HARD SURFACE	STRATUM	SF	\$ 7.83	30.51%	\$ 5.17
4151V	STRUCTURED	HARD SURFACE		SF	\$ 4.68	30.48%	\$ 3.09
0515V	SURFACE	HARD SURFACE	SURFACE AND STRAND	SF	\$ 4.68	30.48%	\$ 3.09
4111V	TAILORED	HARD SURFACE	TAILORED	SF	\$ 10.89	30.54%	\$ 7.18
4108V	TERRACE 2.5 MM	HARD SURFACE	TERASU	SF	\$ 5.00	33.75%	\$ 3.14
4216V	TERRACE 5.0 MM	HARD SURFACE	TERASU	SF	\$ 6.20	30.44%	\$ 4.09
0564V	TERRAIN 20 MIL	HARD SURFACE		SF	\$ 3.51	37.37%	\$ 2.09
0655V	TERRAIN 8 MIL	HARD SURFACE	TERRAIN	SF	\$ 1.89	27.81%	\$ 1.29
0453V	TERRAIN II 12 MIL	HARD SURFACE	TERRAIN II	SF	\$ 3.40	33.82%	\$ 2.14
0454V	TERRAIN II 20 MIL	HARD SURFACE	TERRAIN II	SF	\$ 4.26	34.02%	\$ 2.67
4110V	TERRAIN II 20 MIL 5 MM	HARD SURFACE	TERRAIN II	SF	\$ 6.39	28.96%	\$ 4.31
0892V	TERRAIN II 30 MIL	HARD SURFACE	TERRAIN II	SF	\$ 5.54	34.31%	\$ 3.46
0452V	TERRAIN II 8 MIL	HARD SURFACE		SF	\$ 1.89	9.77%	\$ 1.29
4125V	TERRAIN II RIGID CORE	HARD SURFACE	TERRAIN II	SF	\$ 7.24	33.85%	\$ 4.55
4122V	THOUGHTFUL	HARD SURFACE	CREATING SPACE	SF	\$ 6.70	30.60%	\$ 4.42
4142V	TYPE	HARD SURFACE	DIALOGUE	SF	\$ 7.13	34.04%	\$ 4.47
0187V	UNCOMMON GROUND 4"	HARD SURFACE	UNCOMMON GROUND	SF	\$ 4.69	30.67%	\$ 3.09
0188V	UNCOMMON GROUND 6"	HARD SURFACE	UNCOMMON GROUND	SF	\$ 4.53	30.39%	\$ 2.99
4349V	UNION	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.47
0601V	UNVEIL	HARD SURFACE	VERTICAL LAYERS	SF	\$ 5.09	30.47%	\$ 3.36
Resilient Sheet							\$ -
4057V	ADVENTURE SHEET	HARD SURFACE	LIVING ENVIRONMENTS	SY	\$ 14.11	30.12%	\$ 9.37
0718V	ARTESIAN SHEET	HARD SURFACE	QUITE CANVAS	SY	\$ 16.34	27.70%	\$ 11.22
0301V	BASSTONES SHEET	HARD SURFACE	NO COLLECTION	SY/Roll	\$ 52.76	33.94%	\$ 34.80
0897V	IN TANDEM SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 79.68	31.47%	\$ 51.87
4106V	INHABIT SHEET	HARD SURFACE	ABIDE & INHABIT	SY	\$ 52.76	30.59%	\$ 34.80
4366V	INNATE LINEN SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 84.04	33.96%	\$ 52.73
4219V	INNATE SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 79.68	31.47%	\$ 51.87
0002V	NATURELIFE WOOD II	HARD SURFACE	NO COLLECTION	SY	\$ 52.76	30.59%	\$ 34.80
0797V	REED SHEET	HARD SURFACE	TERASU	SY	\$ 52.76	30.59%	\$ 34.80
0004V	REXCOURT SHEET	HARD SURFACE	NO COLLECTION	SY	\$ 77.75	30.58%	\$ 51.28
0798V	ROJI SHEET	HARD SURFACE	TERASU	SY	\$ 52.76	30.59%	\$ 34.80
0796V	TATAMI SHEET	HARD SURFACE	TERASU	SY	\$ 52.76	30.59%	\$ 34.80
4376V	VITALITY HUES	HARD SURFACE	VITALITY	SY	\$ 59.85	39.41%	\$ 34.45
0873V	VITALITY SHEET	HARD SURFACE	VITALITY	SY	\$ 48.11	30.58%	\$ 31.73
4375V	VITALITY TONES	HARD SURFACE	VITALITY	SY	\$ 46.63	33.94%	\$ 29.26
Hardwood							\$ -
CA362	AUTHENTICITY	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 9.05	25.28%	\$ 6.42
CA350	BESPOKE OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 13.29	33.96%	\$ 8.34
2031UV	CAMARET OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 15.41	33.98%	\$ 9.67
CA364	HANDCRAFTED OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 14.79	25.19%	\$ 10.51
CA302	OAK TRADITIONS 3 1/4"	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 6.63	33.96%	\$ 4.16
CA303	OAK TRADITIONS 5"	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 7.05	34.04%	\$ 4.42
CA308	REFINED OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 7.98	32.92%	\$ 5.08
CA286	RESURGENCE OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 10.25	30.12%	\$ 6.80
Accessories and Adhesives							\$ -
H3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 106.25	33.94%	\$ 79.70
N3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE TILE		4 GAL PAIL	\$ 106.25	33.94%	\$ 79.70
252VS	4 FT LUMINOUS RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 825.38	18.51%	\$ 639.01
246VS	4 FT STANDARD RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 580.36	18.56%	\$ 449.01
177CA	4 IN COVE ECOWALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 136.29	19.19%	\$ 104.63



Shaw Integrated and Turf Solutions, Inc.

Contract # 30161700-24-ACS
Updated: 02.29.24**ShawContract**

Material Pricing List - State of Florida

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176CA	4 IN COVE ECOWALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 136.29	19.19%	\$ 104.63
168CA	4 IN COVE WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 97.50
177CA	4 IN COVE WALL BASE ROLL VINYL	HARD SURFACE		Box	\$ 140.88	19.16%	\$ 108.20
167CA	4 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 107.01
171CA	4 IN COVE WALL BASE STICKS VINYL	HARD SURFACE		Box	\$ 107.19	19.41%	\$ 82.07
170CA	4 IN STRAIGHT WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 107.01
169CA	4 IN STRAIGHT WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 107.01
149VS	4.5 IN ANGLE PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 229.10	21.67%	\$ 170.49
175CA	4.5 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 177.63	18.99%	\$ 136.70
150VS	4.5 IN DETAIL PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 232.58	21.67%	\$ 173.07
185CA	4.5" COVE BASE ROLL	HARD SURFACE		Roll	\$ 177.63	18.99%	\$ 136.70
H4000	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM		EA	\$ 20.70	33.94%	\$ 15.61
339VS	4062 SEAM SEALER	ADHESIVE RESILIENT		EA	\$ 15.71	33.94%	\$ 12.81
340VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT		4 GAL PAIL	\$ 287.50	33.94%	\$ 217.45
9150N	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE TILE		4 GAL PAIL	\$ 287.50	33.94%	\$ 217.45
253VS	6 FT LUMINOUS RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 835.38	18.51%	\$ 639.01
247VS	6 FT STANDARD RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 580.36	18.56%	\$ 449.01
174CA	6 IN COVE WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 185.29	18.97%	\$ 142.63
173CA	6 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 185.29	18.97%	\$ 142.63
303VS	6 IN DETAIL PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 302.08	21.67%	\$ 234.80
H6200	6200 - ADHESIVE DETACKIFIER	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 164.84	33.94%	\$ 125.02
H7300	7300 - OUTDOOR TURF ADHESIVE	ADHESIVE BROADLOOM		2 GAL PAIL	\$ 168.35	33.94%	\$ 124.50
H8300	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM		EA	\$ 13.28	33.94%	\$ 9.97
H9050	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 90.00	33.94%	\$ 74.29
031VS	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT		4 GAL PAIL	\$ 90.00	33.94%	\$ 74.29
031VU	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT		4 GAL PAIL	\$ 128.49	33.94%	\$ 83.13
9100K	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE		EA	\$ 25.00	33.94%	\$ 20.52
AVNET	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM		ROLL	\$ 482.81	33.94%	\$ 364.31
AVEU0	ADVANTAGE SYSTEM	ADHESIVE TILE		ROLL	\$ 482.81	33.94%	\$ 364.31
001VS	BIO LIFE WELD ROD	HARD SURFACE		ROLL	\$ 73.48	33.94%	\$ 54.34
270VS	BIO-BASED WELD ROD	HARD SURFACE		ROLL	\$ 144.00	33.94%	\$ 106.49
144VS	CARPET REDUCER 5/16"	HARD SURFACE		BOX	\$ 104.69	33.94%	\$ 79.31
016VS	COPPER	ADHESIVE RESILIENT		KIT	\$ 1.53	33.94%	\$ 0.94
166VS	COVE ADHESIVE	ADHESIVE RESILIENT		1 GAL PAIL	\$ 32.86	33.94%	\$ 26.79
141VS	COVE TUBE ADHESIVE	ADHESIVE RESILIENT		BOX	\$ 95.71	33.94%	\$ 78.51
CU024	CUSHIONWORK 2MM	ADHESIVE TILE		ROLL	\$ 502.13	33.94%	\$ 297.03
CU034	CUSHIONWORK 3MM	ADHESIVE TILE		ROLL	\$ 907.50	33.94%	\$ 536.84
269VS	FINISH MICRO-TRANSITION 0.22 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 350.46	33.94%	\$ 219.95
268VS	FINISH MICRO-TRANSITION 0.25 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 365.43	33.94%	\$ 229.34
267VS	FINISH MICRO-TRANSITION 0.28 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 389.41	33.94%	\$ 244.40
215DE	FUSION PRIMER/EPOXY CONSOLIDATION TREATMENT	HARD SURFACE		BOX	\$ 180.00	33.94%	\$ 148.05
087VS	GROUNDWORKS	HARD SURFACE		ROLL	\$ 65.71	33.94%	\$ 54.10
00LDA	LOKDOT APPLICATOR	ADHESIVE TILE		unit	\$ 131.69	19.21%	\$ 101.07
LOK4S	LOKDOTS* CARPET TILE ADHESIVE 4 ROLL SLEEVE	ADHESIVE TILE		unit	\$ 186.83	18.97%	\$ 143.82
00LDR	LOKDOTS* CARPET TILE ADHESIVE 8 ROLL SLEEVE	ADHESIVE TILE		unit	\$ 316.98	19.24%	\$ 243.18
LOK5E	LOKSEAM APPLICATOR	ADHESIVE RESILIENT		UNIT	\$ 102.55	33.94%	\$ 75.82
LOK5R	LOKSEAM REPLACEMENT CARTRIDGES	ADHESIVE BROADLOOM		unit	\$ 394.98	33.94%	\$ 247.89
LOK5E	LOKSEAM STARTER KIT	ADHESIVE RESILIENT		UNIT	\$ 280.60	33.94%	\$ 207.49
183CA	LOKWORK CARPET TILE ADHESIVE 1 GALLON	ADHESIVE TILE		1 Gal Pail	\$ 42.88	20.96%	\$ 32.20
182CA	LOKWORK CARPET TILE ADHESIVE 4 GALLON	ADHESIVE TILE		4 Gal Pail	\$ 131.69	20.06%	\$ 100.02
H3600	LOKWORK ECOWORK BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 98.57	33.94%	\$ 79.31
230CA	LOKWORK RESILIENT SHEET ADHESIVE, 4 GALLON	HARD SURFACE		4 Gal Pail	\$ 151.60	19.10%	\$ 116.51
180CA	LOKWORK RESILIENT TILE ADHESIVE 1 GALLON	ADHESIVE RESILIENT		1 Gal Pail	\$ 50.54	20.58%	\$ 38.13
179CA	LOKWORK RESILIENT TILE ADHESIVE 4 GALLON	ADHESIVE RESILIENT		4 Gal Pail	\$ 151.60	19.10%	\$ 116.51
WRX01	LOKWORK TABS CARPET TILE ADHESIVE BOX OF 560	ADHESIVE TILE		Box	\$ 384.00	33.94%	\$ 241.01
H5001	LOKWORK+ PLUS CARPET TILE ADHESIVE, 1 GALLON	ADHESIVE TILE		1 Gal Pail	\$ 42.88	19.65%	\$ 32.73
N5000	LOKWORK+ PLUS CARPET TILE ADHESIVE, 4 GALLON	ADHESIVE TILE		4 Gal Pail	\$ 139.35	19.97%	\$ 105.95
H1000	LOKWORK+ PREMIUM BROADLOOM ADHESIVE 4 GALLON	ADHESIVE BROADLOOM		4 Gal Pail	\$ 70.44	19.95%	\$ 53.57
165CA	LOKWORK+ PREMIUM RESILIENT SHEET ADHESIVE 1 GALLON	HARD SURFACE		1 Gal Pail	\$ 75.04	19.86%	\$ 57.13
166CA	LOKWORK+ PREMIUM RESILIENT SHEET ADHESIVE 4 GALLON	HARD SURFACE		4 Gal Pail	\$ 245.01	19.50%	\$ 187.37
163CA	LOKWORK+ PREMIUM RESILIENT TILE ADHESIVE 1 GALLON	ADHESIVE RESILIENT		1 Gal Pail	\$ 75.04	19.86%	\$ 57.13
164CA	LOKWORK+ PREMIUM RESILIENT TILE ADHESIVE 4 GALLON	ADHESIVE RESILIENT		4 Gal Pail	\$ 245.01	19.50%	\$ 187.37
256VS	MOISTURESHIELD™	HARD SURFACE		SF	\$ 917.25	18.49%	\$ 710.26
9125H	MOISTURETEK™ (BROADLOOM)	ADHESIVE BROADLOOM		EA	\$ 1,116.33	18.47%	\$ 864.63
231DE	MOISTURETEK™ (RESILIENT TILE)	HARD SURFACE		EA	\$ 1,116.33	18.47%	\$ 864.63
235DE	MMP MOISTURE RESISTANT PRIMER	HARD SURFACE		UNIT	\$ 970.31	33.94%	\$ 735.38
348VS	MULTI PR DR LVT	HARD SURFACE		EA	\$ 68.75	33.94%	\$ 50.14
118CA	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT		EA	\$ 98.44	33.94%	\$ 73.76
142VS	PINLESS METAL TRACK	HARD SURFACE		BOX	\$ 116.39	33.94%	\$ 68.87
151VS	QUARTER ROUND PROFILE	HARD SURFACE		BOX	\$ 275.42	33.94%	\$ 200.87
219DE	QUIK TOP SELF LEVELING GYPSUM UNDERLAYMENT	HARD SURFACE		EA	\$ 64.29	33.94%	\$ 51.86
240DE	QUIK FILL	HARD SURFACE		UNIT	\$ 1,079.69	33.94%	\$ 819.51
146VS	RESILIENT CARPET REDUCER	HARD SURFACE		BOX	\$ 108.59	33.94%	\$ 82.27
260VS	RESPITE BABY THRESHOLD	HARD SURFACE		EA	\$ 75.00	33.94%	\$ 54.89
263VS	RESPITE FLUSH STAIR NOSE	HARD SURFACE		EA	\$ 106.25	33.94%	\$ 77.32
257VS	RESPITE QUARTER ROUND	HARD SURFACE		EA	\$ 39.06	33.94%	\$ 27.84
261VS	RESPITE REDUCER	HARD SURFACE		EA	\$ 68.75	33.94%	\$ 50.14
262VS	RESPITE STAIR CAP	HARD SURFACE		EA	\$ 81.25	33.94%	\$ 59.12
258VS	RESPITE T-MOLD	HARD SURFACE		EA	\$ 68.75	33.94%	\$ 50.14
021VS	REXCOURT WELD ROD	HARD SURFACE		ROLL	\$ 1,298.3	33.94%	\$ 96.00
067VS	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT		EA	\$ 60.94	33.94%	\$ 45.26
109VS	SHAW 200 - RESILIENT	ADHESIVE RESILIENT		4 GAL PAIL	\$ 185.94	33.94%	\$ 138.68
304VS	SHAW MS RESILIENT	ADHESIVE RESILIENT		2 GAL PAIL	\$ 201.43	33.94%	\$ 165.86
156CA	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE		Box	\$ 1,259.05	33.94%	\$ 790.17
157CA	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE		Box	\$ 39.93	33.94%	\$ 25.06
148CA	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE		Box	\$ 50.79	33.92%	\$ 31.88



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149CA	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE		Box	\$ 144.46	33.94%	\$ 90.66
066VS	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT		EA	\$ 60.94	33.94%	\$ 45.26
145VS	SNAP-DOWN T-MOLDING 1 1/8"	HARD SURFACE		BOX	\$ 68.75	33.94%	\$ 50.14
147VS	SNAP-DOWN T-MOLDING 2"	HARD SURFACE		BOX	\$ 68.75	33.94%	\$ 50.14
350VS	SOLITUDE & QUIET COVER QUARTER ROUND LVT	HARD SURFACE		EA	\$ 39.06	33.94%	\$ 27.84
347VS	SOLITUDE & QUIET COVER STAIRNOSE LVT 94"	HARD SURFACE		EA	\$ 81.25	33.94%	\$ 59.12
380VS	SOLITUDE BABY THRESHOLD	HARD SURFACE		EA	\$ 75.00	33.94%	\$ 54.89
255VS*	SURFACE PREP EXT	HARD SURFACE		EA	\$ 732.81	33.94%	\$ 555.88
SCUN2	TERRAIN II OMNI-TRANSITION	HARD SURFACE		EA	\$ 67.19	33.94%	\$ 49.21
SCQ2T	TERRAIN II QUARTER ROUND	HARD SURFACE		EA	\$ 39.06	33.94%	\$ 27.84
SCSN2	TERRAIN II STAIR CAP	HARD SURFACE		EA	\$ 81.25	33.94%	\$ 59.12
143VS	TILE-CARPET REDUCER 1/8"	HARD SURFACE		BOX	\$ 98.05	33.94%	\$ 74.25
349VS	T-MOLDING LVT	HARD SURFACE		EA	\$ 68.75	33.94%	\$ 50.14
117CA	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT		1 GAL PAIL	\$ 95.31	33.94%	\$ 71.38
217DE	TUF SKIM GYPSUM REPAIR PATCH FEATHER FINISH	HARD SURFACE		EA	\$ 22.86	33.94%	\$ 18.61
242CA	UNGLU'D ADHESIVE & MASTIC REMOVER	HARD SURFACE		1 Gal Pail	\$ 196.95	20.20%	\$ 149.32
321CA	UNGLU'D ADHESIVE & MASTIC REMOVER	HARD SURFACE		4 Gal Pail	\$ 654.20	32.17%	\$ 421.55
095VS	VS-60 MBX VERS/KOVARA 60 (ROLLS) 5'X14' LONG ROLLS	CUSHION TILE		ROLL	\$ 2,812.50	33.94%	\$ 2,084.73
094VS	VS-95 VER/KOVARA 95 (ROLLS) 5'X14' LONG ROLLS	CUSHION TILE		ROLL	\$ 1,328.13	33.94%	\$ 982.99
097VS	VSM MBX VERS/KOVARA 2 5" TAPE (ROLLS) 2 5" X 180' ROLLS	CUSHION TILE		ROLL	\$ 104.29	33.94%	\$ 84.58
096VS	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE		ROLL	\$ 92.86	33.94%	\$ 75.08
098VS	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE		ROLL	\$ 107.14	33.94%	\$ 86.95
266VS	WEDGE SUBFLOOR LEVELING TRANSITION	HARD SURFACE		BOX	\$ 237.49	33.94%	\$ 175.62
353VS	WELD ROD	HARD SURFACE		ROLL	\$ 90.05	33.94%	\$ 54.34
Porcelain							
CT91J	CASTER 12X24	PORCELAIN		SF	\$ 7.46	34.70%	\$ 4.63
CT94J	CASTER 2X2 MOSAIC	PORCELAIN		SHT	\$ 32.49	34.70%	\$ 20.15
CT93J	CASTER 3X12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.03
CT92J	CASTER 6X12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.67%	\$ 16.81
CT78J	CEMENTED 12 X 24 MATTE	PORCELAIN		SF	\$ 8.13	34.70%	\$ 5.04
CT79J	CEMENTED 24 X 24 MATTE	PORCELAIN		SF	\$ 8.17	34.70%	\$ 5.06
CT80J	CEMENTED 24 X 48 MATTE	PORCELAIN		SF	\$ 10.18	34.70%	\$ 6.32
CT83J	CEMENTED 2X2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 23.27
CT82J	CEMENTED 3 X 12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.03
CT81J	CEMENTED 6 X 12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 16.80
CT10K	CENTRAL 12X24	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.35
CT12K	CENTRAL 2X2 MOSAIC	PORCELAIN		SHT	\$ 28.99	34.70%	\$ 17.98
CT13K	CENTRAL 3X12 BULLNOSE	PORCELAIN		EA	\$ 7.85	34.70%	\$ 4.86
CT11K	CENTRAL 6X12 COVEBASE	PORCELAIN		EA	\$ 23.96	34.69%	\$ 14.87
CT73J	EAST RIDGE 6 X 36	PORCELAIN		SF	\$ 3.75	34.70%	\$ 2.33
CT14K	EXCLUSIVE 12X24 HONED	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.35
CT15K	EXCLUSIVE 12X24 POLISHED	PORCELAIN		SF	\$ 9.19	34.70%	\$ 5.70
CT26K	EXCLUSIVE 2 X 2 MOSAIC HONED	PORCELAIN		SHT	\$ 356.68	33.94%	\$ 17.43
CT27K	EXCLUSIVE 2 X 2 MOSAIC POLISHED	PORCELAIN		SHT	\$ 356.68	33.94%	\$ 19.69
CT84J	FRAGMENTED 12 X 24	PORCELAIN		SF	\$ 356.68	33.94%	\$ 4.54
CT85J	FRAGMENTED 24 X 24	PORCELAIN		SF	\$ 356.68	33.94%	\$ 4.89
CT60J	INSPIRED ONYX 12 X 24 MATTE	PORCELAIN		SF	\$ 6.10	34.70%	\$ 3.78
CT61J	INSPIRED ONYX 12 X 24 POLISHED	PORCELAIN		SF	\$ 8.25	34.70%	\$ 5.12
CT59J	INSPIRED ONYX 24 X 24 POLISHED	PORCELAIN		SF	\$ 8.55	34.70%	\$ 5.31
CT58J	INSPIRED ONYX 24 X 24 MATTE	PORCELAIN		SF	\$ 6.26	34.70%	\$ 3.89
CT64J	INSPIRED ONYX BULLNOSE MATTE	PORCELAIN		EA	\$ 5.83	34.70%	\$ 3.62
CT65J	INSPIRED ONYX BULLNOSE POLISHED	PORCELAIN		EA	\$ 6.36	34.70%	\$ 3.95
CT69J	LUNAR MANTLE 3 X 12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.03
CT67J	LUNAR MANTLE 12 X 24	PORCELAIN		SF	\$ 5.94	34.70%	\$ 3.69
CT70J	LUNAR MANTLE 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 23.27
CT71J	LUNAR MANTLE 24 X 24	PORCELAIN		SF	\$ 8.41	34.70%	\$ 5.22
CT68J	LUNAR MANTLE 24 X 48	PORCELAIN		SF	\$ 10.46	34.70%	\$ 6.49
CT72J	LUNAR MANTLE 6 X 12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 16.80
CT30K	ONYX 2 X 2 MOSAIC MATTE	PORCELAIN		SHT	\$ 26.23	34.70%	\$ 16.27
CT31K	ONYX 2 X 2 MOSAIC POLISHED	PORCELAIN		SHT	\$ 27.71	34.70%	\$ 17.20
CT18K	RADIANT GLEAM 12X24	PORCELAIN		SF	\$ 356.68	33.94%	\$ 3.90
CT19K	RADIANT GLEAM 2X2 MOSAIC	PORCELAIN		SHT	\$ 356.68	33.94%	\$ 17.98
CT20K	RADIANT GLEAM 3X24 BULLNOSE	PORCELAIN		EA	\$ 356.68	33.94%	\$ 8.53
CT74J	SETT 12X24	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.35
CT28K	SETT 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 17.60	34.70%	\$ 10.93
CT75J	SETT BULLNOSE	PORCELAIN		EA	\$ 5.59	34.70%	\$ 3.47
CT76J	SETT COVEBASE	PORCELAIN		EA	\$ 26.72	34.70%	\$ 16.58
CT95J	SIMPLE 3X6	PORCELAIN		SF	\$ 3.89	34.73%	\$ 2.41
CT98J	SIMPLE 3X6 BULLNOSE	PORCELAIN		EA	\$ 4.81	34.81%	\$ 2.98
CT96J	SIMPLE 4X16	PORCELAIN		SF	\$ 4.18	34.73%	\$ 2.59
CT97J	SIMPLE 4X16 BULLNOSE	PORCELAIN		EA	\$ 12.26	34.66%	\$ 7.61
CT07K	SIMPLY SLATED 12X24	PORCELAIN		SF	\$ 6.12	34.70%	\$ 3.79
CT08K	SIMPLY SLATED 2X2 MOSAIC	PORCELAIN		SHT	\$ 28.99	34.70%	\$ 17.98
CT09K	SIMPLY SLATED 3X24 BULLNOSE	PORCELAIN		EA	\$ 13.82	34.70%	\$ 8.58
CT02K	VARIETAL 12X24 MATTE	PORCELAIN		SF	\$ 5.77	34.70%	\$ 3.58
CT03K	VARIETAL MATTE BULLNOSE	PORCELAIN		EA	\$ 4.10	34.70%	\$ 2.55
CT04K	VARIETAL MATTE MOSAIC 2X2	PORCELAIN		SHT	\$ 20.01	34.70%	\$ 12.42
CT86J	VEIN CUT 12X24 MATTE	PORCELAIN		SF	\$ 5.44	34.70%	\$ 3.37
CT89J	VEIN CUT 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 23.27
CT90J	VEIN CUT 3X12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.03
CT87J	VEIN CUT 6X12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 16.80
Porcelain Accessories							
CTS64	PROPATCH PLUS 25 LB BAG	PORCELAIN		EACH	\$ 28.00	28.26%	\$ 19.09
CTS60	UNDERLAY SLU SELF LEVELER 50 LB BAG	PORCELAIN		50 lb Bag	\$ 44.78	28.25%	\$ 30.52
CTS61	SLU PRIMER 1 GALLON	PORCELAIN		EACH	\$ 49.93	28.27%	\$ 34.02
CT2DE	FRACTURE GUARD	PORCELAIN		Pail	\$ 180.05	28.26%	\$ 122.72



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CT905	HYDROGUARD SP-1 1 GALLON	PORCELAIN		EA	\$ 125.19	28.26%	\$ 85.32
CT906	HYDROGUARD SP1 5 GALLON	PORCELAIN		5 Gal Pail	\$ 584.38	28.26%	\$ 398.29
195CM	REINFORCING FABRIC BASIC ROLL 8" X 90'	PORCELAIN		EACH	\$ 53.18	28.26%	\$ 36.24
CT567	GROUT SEALER 1 GALLON	PORCELAIN		1 Gal Pail	\$ 63.86	28.26%	\$ 43.52
CT566	GROUT SEALER 1 QUART	PORCELAIN		1 Qt	\$ 27.33	28.27%	\$ 18.62
173CM	720 DUSTLESS GRAY	PORCELAIN		BAG	\$ 21.46	28.31%	\$ 14.62
114CM	720 DUSTLESS WHITE	PORCELAIN		BAG	\$ 23.34	28.28%	\$ 15.90
187CM	820 MERLITE MORTAR GRAY 50LB BAG	PORCELAIN		BAG	\$ 44.78	28.25%	\$ 30.52
188CM	820 MERLITE MORTAR WHITE 50 LB	PORCELAIN		BAG	\$ 48.50	28.25%	\$ 33.06
CT120	855 XXL THINSET GREY 50 LB BAG	PORCELAIN		5 Lb Bag	\$ 52.25	28.28%	\$ 35.61
CT130	855 XXL THINSET WHITE 50 LB BAG	PORCELAIN		5 Lb Bag	\$ 57.85	28.24%	\$ 39.43
CT270	BURST ACCELERATOR 1 LB BAG	PORCELAIN		1 Lb Bag	\$ 15.70	28.34%	\$ 10.69
187CM	SILICONE CAULK 10.3 OZ	PORCELAIN		EACH	\$ 25.68	28.29%	\$ 17.49
CT577	COLORLED SMOOTH CAULK 10.5 OZ	PORCELAIN		1.5 Oz	\$ 19.61	28.23%	\$ 13.38
CT575	COLORLED SANDED CAULK 10.5 OZ	PORCELAIN		1.5 Oz	\$ 19.61	28.23%	\$ 13.38
194CM	PRO GROUT+	PORCELAIN		25 Lb Bag	\$ 57.44	28.27%	\$ 39.14
CT140	PRO EPOXY COMMERCIAL GROUT KIT 2 GALLON	PORCELAIN		BOX	\$ 280.80	28.26%	\$ 191.38

* Freight responsibility is FOB Destination. Freight costs are not included in the member price and will be listed separately on purchase orders and invoices.

* Freight costs will be fully disclosed to the Authorized User prior to order placement, will be prepaid by the Contractor, and that all such orders will be shipped on an F.O.B. Destination.

* All prices are subject to immediate increase without limitation in the event of tariffs or other government action not to exceed the percentage of the tariff %.

* Application of the MoistureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and

1Cradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbdcc.com.

2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.

3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.



Region 6 (FL)

FL

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 6 (FL)	
		Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 3.69	\$ 5.17
Carpet Demolition (double stick installation)	SY	\$ 7.37	\$ 10.29
Carpet Disposal	SY	\$ 1.33	\$ 2.81
Carpet Reclamation & Recycling	SY	\$ 2.79	\$ 3.42
Broadloom Carpet Installation (no pattern)	SY	\$ 7.84	\$ 10.44
Broadloom Carpet Installation (with pattern match)	SY	\$ 9.24	\$ 12.21
Carpet Tile Installation	SY	\$ 8.25	\$ 11.55
Carpet Border Work	LF	\$ 2.18	\$ 3.82
Carpet Binding	LF	\$ 2.42	\$ 3.30
Furnish and Install 6" Carpet Base	LF	\$ 4.26	\$ 4.99
Removal and disposal of cove base	LF	\$ 0.66	\$ 0.88
4" Vinyl Base Installation (excludes materials)	LF	\$ 1.33	\$ 2.81
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 1.49	\$ 3.16
6" Vinyl Base Installation (excludes materials)	LF	\$ 1.65	\$ 3.52
Furnish and Install 4" Base	LF	\$ 2.64	\$ 3.69
Furnish and Install 4 1/2" Base	LF	\$ 3.00	\$ 4.21
Furnish and Install 6" Base	LF	\$ 3.36	\$ 4.73
Transition Installation (excludes materials)	LF	\$ 2.30	\$ 4.29
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 63.90	\$ 77.89
Stair Tread Installation	LF	\$ 24.20	\$ 33.88
Stair Tread Demolition	LF	\$ 4.46	\$ 6.22
18"X18" Rubber Landing Tile Install	SF	\$ 5.72	\$ 8.08
VCT Installation (no pattern; excludes materials)	SF	\$ 1.54	\$ 2.15
LVT Installation (no pattern; excludes materials)	SF	\$ 2.85	\$ 4.63
LVT/VCT Demolition (standard)	SF	\$ 0.83	\$ 1.16
LVT/VCT Disposal	SF	\$ 0.62	\$ 1.94
Sheet Vinyl Demolition (standard)	SY	\$ 6.10	\$ 8.53
Sheet Vinyl Disposal	SY	\$ 1.69	\$ 3.24
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 24.05	\$ 30.08
Sheet Vinyl - Heat Weld	LF	\$ 5.34	\$ 7.48
Sheet Vinyl - Flash Cove	LF	\$ 13.04	\$ 16.23
Sheet Vinyl - Corners	EA	\$ 12.27	\$ 15.51
Furniture Removal and Replacement	HR	\$ 60.50	\$ 73.81
Furniture Lift and Carpet Removal	SY	\$ 24.20	\$ 30.25
Minor Floor Preparation (excludes materials)	HR	\$ 60.50	\$ 73.81
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.60	\$ 2.60
Self leveling up to 1/4"	SF	\$ 1.93	\$ 2.70
Adhesive Removal	SF	\$ 1.43	\$ 1.98
Install Floor Primer	SF	\$ 0.73	\$ 1.00
Bead Blast/Grind Floor	SF	\$ 2.42	\$ 3.41
Furnish and install 1/4" Plywood Underlayment	SF	\$ 4.27	\$ 5.56
Ceramic/Porcelain Install (excludes material)	SF	\$ 10.18	\$ 11.83
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	\$ 4.02	\$ 5.61
Food (Per Diem)	PP	\$ 54.00	\$ 72.90
Hotel/Motel	NIGHT	\$ 164.51	\$ 222.07
Mileage Reimbursement	MILE	\$ 0.84	\$ 1.13
Hourly Rate for Services not Listed	HR	\$ 90.00	\$ 130.00
Supplemental Benefits	HR	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

**** Assumes stairs/ floors are concrete and ready to receive.**

**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**

Exhibit D
Preferred Pricing Affidavit

This preferred-pricing affidavit is entered into in accordance with Section 216.0113, F.S., and as required by Contract No.30161700-23-ACS ("Contract") Shaw Integrated and Turf Solutions, Inc. ("Contractor") and the Florida Department of Management Services.

As the person authorized by Contractor to sign this affidavit, I attest that the Contractor is in full compliance with the preferred-pricing clause of the Contract.

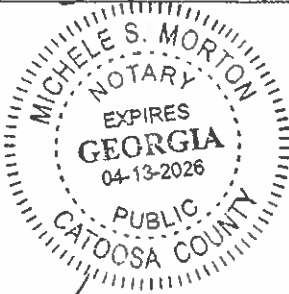
Contractor's Name: Shaw Integrated and Turf Solutions, Inc.

By: [Signature]
Signature

JANE M. STAHL / Gen. Counsel / Secretary
Printed Name/Title

Date: 12/11/23

STATE OF Georgia COUNTY OF Whitfield
Sworn to (or affirmed) and subscribed before me this 11th day of December, by
Michele S. Morton



[Signature]
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ☒ Personally Known OR ☐ Produced the following I.D. _____

Vendor Name: Shaw Integrated and Turf Solutions, Inc. FEIN# 87-4486016
Vendor's Authorized Representative Name and Title: _____
Address: _____
City, State, and Zip code: 616 E. Walnut Avenue, Dalton, GA, 30721
Phone Number: (____) ____-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

EXHIBIT E

061323-SII

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Integrated and Turf Solutions, Inc., 616 E. Walnut Ave., Dalton, GA 30721 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

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

3. PRICING

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

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

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

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

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

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, Participating Entity shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, Service or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entities and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall not be liable

hereunder for any indirect or consequential damages of any nature whatsoever, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have sixty (60) calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

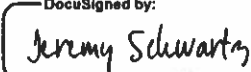
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

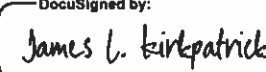
22. CANCELLATION

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

Sourcewell


Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:

By: C0FD2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/4/2023 | 2:10 PM CDT

DocuSigned by:

By: D88140FCEE7242B
James L. Kirkpatrick
Title: Vice President
Date: 8/7/2023 | 4:23 AM PDT

Approved:

061323-SII

DocuSigned by:

48BAF71B0894454 ...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/7/2023 | 6:57 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Shaw Integrated and Turf Solutions, Inc.

Does your company conduct business under any other name? If yes, please state: Shaw Integrated Solutions

Address: 616 E. Walnut Ave.

Dalton, Georgia 30721

Contact: Nick Peters

Email: nick.peters@shawinc.com

Phone: 202-315-8162

HST#: 874486016

Submission Details

Created On: Thursday May 11, 2023 09:00:03

Submitted On: Tuesday June 13, 2023 08:17:35

Submitted By: Nick Peters

Email: nick.peters@shawinc.com

Transaction #: fce40d84-f674-46db-b1b3-92744fe5d2fc

Submitter's IP Address: 136.226.3.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Integrated and Turf Solutions, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4BU82
5	Proposer Physical Address:	616 E Walnut Ave. Dalton, GA 30721
6	Proposer website address (or addresses):	www.shawcontract.com www.patcraft.com www.philadelphiacommercial.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James L. Kirkpatrick Vice President jim.kirkpatrick@shawinc.com 706-532-2913
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Peters VP of Healthcare and Public Sector Global Accounts Nick.peters@shawinc.com 202-315-8162
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lindsay Waters Government & Education Business Solutionist - Shaw Integrated Solutions lindsay.waters@shawinc.com 770-276-7504

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>We offer a variety of products to you including:</p> <ul style="list-style-type: none"> - Carpet tile - Broadloom - LVT - Resilient sheet - Engineered hardwood - Ceramic tile - Porcelain tile - Flooring hybrids - Rugs - Walk-off mats - Accessories and Adhesives <p>Additionally, we provide you with seamless turnkey services through our project management division, Shaw Integrated Solutions (SIS). They have managed more than 150,000 projects since the division's inception in 2001. Through this group, you will be assigned a single point of contact who will manage your orders, shipments, inventory and reporting.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	We will provide you with material and turnkey labor services through our project management division, Shaw Integrated Solutions.
12	Does the response include installation services?	Yes.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Please see below responses.
14	How does the Participating Entity select an installer?	<p>We partner with an installer based on their level of service and performance quality. Shaw has a diverse portfolio of installation providers from various socio-economic statuses. In order to continuously support new business and meet the needs of our customers, we frequently add new installation partners to our portfolio.</p> <p>Shaw's installation providers are required to have the following:</p> <ul style="list-style-type: none"> • Active insurance policy with minimum coverage requirements • Warranty on labor • Jobsite code of conduct • E-verification of employees
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Shaw's installation services are managed by Shaw Integrated Solutions (SIS). SIS works with more than 500 installation providers across the country. SIS makes every effort to partner with installation providers that have established relationships with the end user. Prior to utilizing the installation provider, they are thoroughly vetted by SIS. Each installation provider must certify their strict compliance with Shaw's installation instructions and Carpet & Rug Institute (CRI) guidelines. The CRI guidelines are the industry's gold standard for commercial carpet installation. Each installation provider is required to have a minimum of five years of experience in commercial carpet installation. They are also required to obtain any government licenses, permits, certificates and approvals necessary for the performance of this contract. All installation providers are required to maintain current insurance coverage, comply with E-Verify requirements & must provide SIS with current contractor license numbers and expiration dates (as applicable) on each proposal submitted to SIS for service under the contract.</p>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We aim to make purchasing and project completion easy for your members. We can service Sourcewell members without needing additional paperwork by utilizing our SIS division. SIS will internally manage the completion of proper documents for our installation partners and authorized sellers. Examples of these forms are attached.

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

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	
18	Ceramic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw's ceramic flooring offering will be available in 2024.
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Shaw's porcelain flooring offering will be available in 2024.
20	Wood	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer engineered wood.
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	We offer commercial grade resilient LVT
23	Rubber	<input type="radio"/> Yes <input checked="" type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer commercial grade resilient LVT.
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 3: Pricing Offered

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

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
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34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We value the buying power of Sourcewell and that value is reflected in the pricelist we created. It includes line-item discounts generated to be competitive while delivering the best value to the member. To simplify our extensive offering, we have created a special price list that is easy for you and your members to understand that includes columns for the list price, the discount, and the member price. Additionally, we have included the product name and style number but not a specific SKU; a SKU would be specific to the selected color, and there is no price change based on color.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Shaw works with more than 500 flooring installation providers nationwide to provide turnkey services for our customers. We communicate with our installation providers on a regular basis to ensure that we are providing our customers with labor rates which are both competitive in the local market and sustainable for our installation providers. We have divided the country into 5 distinct regions to provide competitive, local labor rates for all of the customers within any given region. Our labor rates are based on the unit of measure for each individual service required for a job. We work with our installation providers to ensure that the unit-based pricing meets any hourly prevailing wage requirements. In the event where prevailing wage requirements exceed the maximum labor rates on the contract, we have a supplemental benefits line to compensate the installation providers any difference to meet their prevailing wage requirements.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Your proposed products are priced with a percentage discount from list price. The percentage discount range is 17.73-39.41%
37	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing contains a 17.73-39.41% discount range. Additionally, volume discounts may be considered case by case.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At Shaw, we strive to meet our client's ever-changing demands. Sometimes this means we must find innovative solutions, products, and services to complete a project. If Shaw or SIS does not have a viable solution, we will work diligently with our service partner to source one. In this case, we would offer a cost-plus model to stay within fair market value.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The proposed pricing is not inclusive of use tax which is imposed upon the contractor for turnkey installation as this can vary depending on the project location. For these projects, Shaw will seek reimbursement of the use tax paid from the Participating Entity.</p> <p>Additionally, Accessorial Fees are required additional freight charges that can be applied for any of the following reasons:</p> <ul style="list-style-type: none"> • Residential Delivery - \$300.00 + Standard Freight Charges • Job Site Fees - \$75.00 + Standard Freight Charges • Liftgate - \$75.00 + Standard Freight Charges • Pallet Jack - \$75.00 + Standard Freight Charges • Redelivery - \$75.00 + Standard Freight Charges • Storage Fees - \$10.00 per piece/roll/tube/pallet per week after 2 weeks (10 business days) in warehouse. <p>Job Site Fees A job site fee will be charged for any non-standard delivery. These charges will be applied as follows: \$75.00 will be charged for the initial delivery. Additional fees of \$55.00 per hour could apply if the delivery is delayed and will be left to the discretion of the regional distribution center management.</p> <ul style="list-style-type: none"> • Examples: New construction, apartment complexes, hotels, restaurants, etc.
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>The cost of freight is not included in the provided material prices. Freight is calculated per unit of measure based on the following parameters:</p> <ul style="list-style-type: none"> • Truckload or Less-than-a-Truckload per shipment • Location (zip code) • Delivery dates • Base rate with fuel surcharge or fixed fee • If fixed fee, length of time rates is to be held

41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier, which has terminals in all major cities in Canada.
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If an area is determined to not be accessible with a Shaw truck, the Shaw RDC can set up a "hot shot" carrier which is a smaller box truck for an additional cost to the customer. Expedited deliveries can be arranged for additional charges.

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
43	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. We accept the following payment methods: • Check • Credit card • Wire transfer
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any leasing or financing options available.
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For each project, Shaw will provide the customer with a formal proposal/quote outlining all of the project details and pricing. Each proposal contains terms & conditions of sale that are necessary for a successful turnkey project. Any additional transaction documents required by the customer will be managed on a project-by-project basis. We have included an example project proposal with our submission.
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Shaw does take P-Cards as a form of payment. There is a 2.5% processing fee required unless otherwise determined by state law.

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Before installation partners are able to sell to a Sourcewell member, Shaw requires them to sign a dealer participation agreement agreeing to abide by the terms of the Sourcewell contract. Each authorized installation partner is required to place their orders through Shaw Integrated Solutions (SIS) to ensure contract compliance and the correct pricing is used. This process also ensures that the orders are properly coded for reporting and the accrual of the required administrative fee is included.
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track the following metrics to measure whether we are having success with the contract: • On time in full metrics • Contract compliance • Quality of installation • Accurate reporting of sales • Accurate rebate payment • Success of promoting contract to increase contract use • Customer satisfaction survey • Sustainability metrics (landfill diversion, reclamation)
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee is 2%.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company, a small business that tufted scatter rugs. In 1967, Shaw developed a holding company to purchase Philadelphia Carpet Company, established in 1846. Within a year, Shaw included Star Finishing in the portfolio, marking the company's first move into carpet manufacturing. By 1971, the holding company had gone public as Shaw Industries, Inc. Shaw began a new chapter in its history in 2001. It became a wholly owned subsidiary of Berkshire Hathaway, Inc. Today, Shaw has more than 20,000 associates worldwide, bound by a shared vision to create a better future for our people and our customers. Our mission, "Great People. Great Products. Great Service. Always.", has driven us to dive deeper to create top flooring solutions that will serve our customer's needs. Combining deep market knowledge with new ways of thinking, we drive innovation into our business and set the standard for next-generation manufacturing. Shaw supplies carpet, resilient, hardwood, laminate, tile and stone flooring products, and synthetic turf to residential and commercial markets worldwide. Shaw's headquartered in Dalton, Ga., with offices throughout the U.S., Australia, Belgium, Brazil, Canada, Chile, China, India, Mexico, Singapore, United Arab Emirates, and the United Kingdom. These communities are home to our salesforce and brand showrooms. Voted Forbes' 2023 Best Employer for Diversity, Shaw is proud to foster an inclusive work environment that empowers our associates to create a better future for our people, customers, and communities.
51	What are your company's expectations in the event of an award?	We hope to be Sourcewell's first, best choice for all future flooring projects. Our vast network of more than 400 Account Managers will stay in communication with you to keep you updated on any new flooring products, solutions and trends that would benefit your flooring program.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a financially secure, wholly owned Berkshire Hathaway subsidiary with \$7 billion in annual revenues and more than 56 years of experience. We have attached Berkshire Hathaway's annual report with our response. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you.
53	What is your US market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across the US. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Shaw will be more than happy to provide our market share with a fully executed NDA.
54	What is your Canadian market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across Canada. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Due to being a privately held subsidiary of Berkshire Hathaway, we are unable to share our Canadian market share. However, Shaw will be more than happy to provide our market share with a fully executed NDA.
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is a flooring manufacturer and flooring installation service provider. We employ hundreds of full-time associates throughout North America who can provide you with on-site assistance, product consultation and any updates about flooring solutions we can provide you with. We also provide installation and project management services through our Shaw Integrated Solutions (SIS) team. They utilize our nationwide network of thousands of dealer partners to provide quality installation services. Our depth of service after the sale includes: <ul style="list-style-type: none"> • More than 400 Account Managers for local support in your member's regions • Customer service phone support • Technical service phone support • On-site technical service and training • On-site maintenance training • Online maintenance and installation guidelines • Online video training guidelines • Industry leading warranties
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Please see below for a list of rewards from the last five years:</p> <p>2023:</p> <ul style="list-style-type: none"> America's Greatest Workplaces for Diversity Best Employer for Diversity Dealer's Choice Silver Edison Award Supplier Best Product Award Trailblazer Award <p>2022:</p> <ul style="list-style-type: none"> Trailblazer Award Award of Excellence Best Employer for Diversity Dealer's Choice Great Place to Work® Canada GreenStep Award - International Winner GreenStep Award - People Winner GreenStep Award - Pinnacle Honoree (Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0.) GreenStep Award - Product Honoree (Recognized for introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles) Innovation by Design Award ReCo - Carpet (Shaw voted #1 in 7 out of 8 categories including service, quality and consumer preference.) ReCo - Hardwood (Shaw voted #1 in all categories including service, quality and consumer preference.) ReCo - LVT/ Rigid Core (COREtec voted #1 in 6 of 8 categories including quality, service and consumer preference. Shaw Floors voted #1 in price and product availability.) Shipper of Choice St. Jude Organizational Support Award <p>2021:</p> <ul style="list-style-type: none"> 50 Best Companies to Sell For A+ Product Finalist, Sustainable Design A+ Product Winner, Commercial & Residential Carpet A+ Product Winner, Healthcare Award of Excellence (Carpet, LVT, Hardwood, WPC/Rigid Core, Hybrid) Best of NeoCon Gold, modular carpet category Best of NeoCon Silver, broadloom carpet category Best of NeoCon Silver, modular carpet category Best of NeoCon, innovation category Best of NeoCon, sustainability category Business Leader Award - Shaw Contract Dealer's Choice GreenStep Award - International Winner (tie) GreenStep Award - People Honoree GreenStep Award - Pinnacle Winner GreenStep Award - Practice/Process Winner ReCo - Carpet, Hardwood, LVT/Rigid Core <p>2020:</p> <ul style="list-style-type: none"> 50 Best Companies to Sell For - #16 America's Best Employers for Diversity 2020 - #454 Award of Excellence (Shaw brands voted best overall in carpet, hardwood and luxury vinyl tile) GreenStep Environmental Awards Program Top 250 Design Survey - Second Place Top 250 Design Survey - Service: Shaw Contract 3rd Quality: Shaw Contract 1st Design: Shaw Contract 1st Performance: Shaw Contract 3rd Value: Shaw Contract 4th Top 250 Design Survey - Shaw Contract 1st in Service, Quality, Design, Performance, and Value Top 250 Design Survey -Carpet: Shaw Contract 1st Ceramic Flooring: Shaw Contract 4th Resilient Flooring: Shaw Contract 2nd WELL Platinum

		<p>2019:</p> <ul style="list-style-type: none"> • 50 Best Companies to Sell For • America's Best Employers for Diversity • GreenStep Award - People Winner • GreenStep Award - Pinnacle Winner (tie) • GreenStep Award - Practice/Process Winner • Innovative Vendor Partner of the Year • IIDA/HD Product Design Competition – Best Carpet/Rugs – Community • Contract's Best of NeoCon Award – Silver, Modular Flooring – Suited • Mixology Award – Product of the Year, Flooring – Inside Shapes • IIDA GlobalShop Product Design Competition – Best Flooring – Natural Choreography 	
59	What percentage of your sales are to the governmental sector in the past three years?	<p>2020: 7%</p> <p>2021: 6%</p> <p>2022: 6%</p>	*
60	What percentage of your sales are to the education sector in the past three years?	<p>2020: 14%</p> <p>2021: 14%</p> <p>2022: 13%</p>	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We currently have the following state contracts with the below ranges of sales volumes:</p> <ul style="list-style-type: none"> • Kentucky: \$700,000 - \$800,000 per year • Massachusetts: \$30,000 - \$40,000 per year • Pennsylvania: \$800,000 - \$900,000 per year • Alaska: \$500,000 - 600,000 per year • Connecticut: \$125,000 - \$150,000 per year • Florida: \$8,500,000 - 9,000,000 per year • Iowa: \$50,000 - \$60,000 per year • Louisiana: \$40,000 - \$50,000 per year • Michigan: \$3,500,000 - \$4,000,000 per year • Missouri: \$200,000 - \$250,000 • New Jersey: \$950,000 - \$1,000,000 per year • New York: \$750,000 - \$1,000,000 per year • North Carolina: \$3,300,000 - \$3,500,000 per year • Ohio: \$5,000,000 - \$5,100,000 per year • Oregon: \$4,200,000 - \$4,500,000 per year • Tennessee: \$650,000 - \$700,000 per year • Utah: \$2,700,000 - \$3,000,000 per year • Washington: \$35,000 - \$40,000 per year 	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We are currently on contract with Sourcwell, as well as the following entities:</p> <ul style="list-style-type: none"> • Keystone Purchasing Network - KPN • Massachusetts Higher Education Consortium -MHEC • Panhandle Area Educational Consortium - PAEC • Purchasing Association of Cooperative Entities - PACE • Purchasing Cooperative of America - PCA • CMAS • OMNIA • Texas Buyboard • IPHEC <p>The above entities do not publish sales figures and have entrusted us to maintain their confidentiality. We are committed to maintain the integrity of all our confidentiality agreements with these entities and are unable to share this information without an executed NDA.</p>	*

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sourcwell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	This varies per order	2022: \$22,163,764.95 2021: \$21,067,551.36 2020: \$18,153,195.83	*
State of Florida	Government	Florida - FL	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Georgia	Government	Georgia - GA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
University of California	Education	California - CA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
County of Riverside	Jamie Garcia	951-204-9876	*
GP Land Corporation	Josh Reinhard	585-637-2828	*
State of Florida	Joseph Thomas	850-488-8367	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
65	Sales force.	Shaw Industries has been named in Selling Power magazine's 50 Best Companies to Sell For in 2022, marking the 19th consecutive year. We are proud to have been ranked No. 10 and are the only flooring company recognized in the top 20. Our salesforce includes more than 400 account managers throughout North America and Canada, led by Regional and Divisional Vice Presidents and supported by our National and Global Account Specialists. Most of our account managers have been with Shaw since the conception of our commercial brands with over 20 years of commercial flooring expertise, and our new sales associates are provided robust training throughout their careers. For 19 consecutive years, Shaw has received Training magazine's Training APEX Awards (formerly known as Training 100)! Our field hire and new hire training ensures your clients receive the highest service level. While our team is highly trained and knowledgeable, we also offer additional resources in technical support, product maintenance, digital tools, marketing materials, warranty services, and sustainability innovation. With the client experience as a top priority, our sales force is positioned in all local markets to support members of all sizes.	*
66	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating service providers for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation, Shaw will hire vetted installation providers to complete the project.	*

67	Dealer network or other distribution methods.	<p>Shaw has more than 500 installation partners located throughout North America. If turnkey service is requested, we will select the dealer based on their ability to provide all of the necessary services for the specific project. With more than 20,000 dealer partners, we are able to pick the best dealer for your members' projects.</p> <p>Additionally, Shaw owns and operates the largest private trucking fleet in the flooring industry comprised of 800 trucks and 3,000 trailers. We also have distribution centers located across North America allowing us to stock material in closer proximity to your member's project locations.</p>
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68	<p>Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.</p>	<p>When you select Shaw and the project management services we are proposing, you receive a streamlined order process. Working with you, we will develop standards to ensure branding consistency. You receive a dedicated single point of contact (SPOC) who will manage all of your orders and shipments who is an expert on your account. We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p>Material Only Orders</p> <ul style="list-style-type: none"> • Customer emails SIS with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. • SPOC will create a proposal to send to the customer for review. If the proposal is accepted, the customer will now issue a formal purchase order back to their SPOC. • SPOC will process the order and email the customer with an order confirmation and live order tracking link. Material is shipped to customer. • Customer is invoiced and pays Shaw Integrated Solutions (SIS) per the instructions on the invoice. <p>Turnkey Orders</p> <ul style="list-style-type: none"> • Customer emails SPOC with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. The installation vendor can send this as well if they are working directly with the customer. • Installation vendor provides labor quote. • SPOC creates a turnkey proposal and sends to the customer. If the customer accepts the proposal, the customer will issue a formal purchase order and send it back to the SPOC. • SPOC processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. • Material is shipped out to the installation vendor or customer. • SPOC sends installation vendor the work order and work release forms. • Once job is complete, the signed work order and customer work release are sent to SIS. • SIS pays the installation vendor. • SPOC sends the customer their invoice and customer pays invoice per instructions on the invoice. <p>Dealer Material Only Orders</p> <ul style="list-style-type: none"> • The dealer sends the customer proposal for material and labor services (if needed). • The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell). • Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide.) • Dealer PO must have the following information: <ul style="list-style-type: none"> - Sourcewell Member number and member name - Shaw Industries Contract # • SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. • Dealer is invoiced for Shaw material. <p>We have six SIS points of contacts for different regions:</p> <ul style="list-style-type: none"> - Chad Cloer - Central Email: chad.cloer@shawinc.com Phone: 706-532-7411 - Rosio (Rosle) Hernandez - Southeast Email: rosio.hernandez@shawinc.com Phone: 770-276-7511 - Crystal Zachery - New York & Florida Email: crystal.zachery@shawinc.com Phone: 706-276-7509 - Sarah Pickett - Western Canada Email: sarah.pickett@shawinc.com Phone: 706-532-7481 - Shelli Warren - California Email: shelli.warren@shawinc.com Phone: 706-428-3293 - Sean Carter - Northeast Email: rahsean.carter@shawinc.com Phone: 706-532-7568
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69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Shaw has long-term relationships, some spanning more than 25 years, with more than 500 dealers and subcontractors across North America. We work closely with them, so we are able to select which dealer or subcontractor is best to choose for your members installation projects.
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Shaw's responsibility to provide our clients with excellent product is only matched by our dedication to provide outstanding service. Our customer service mission is to be a world-class customer service organization driven to exceed customer expectations. From the pre-order process through installation and aftermarket service, Shaw representatives are available to assist every step of the way.</p> <p>Customer Service Hours and Access Each client has access to Shaw's customer service team by phone, Monday through Friday, between the hours of 8:00 am and 8:00 pm Eastern Time, as well as via Shaw Online – an internet portal from which account information can be accessed and orders placed and tracked. Shaw Online is available 24 hours a day, 7 days a week.</p> <p>Additionally, we assign a dedicated contract team that will work closely with Sourcewell to ensure contract compliance, accurate reporting, and updated product lists to ensure your members have access to all Shaw's flooring products and installation services.</p>
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide products and services to your members in the United States.
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the United States, with the exception of installation services.
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes.
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve all areas in the United States or Canada through the proposed contract.
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contract requirements for Hawaii, Alaska and US Territories are the same as the contiguous United States. However, full turnkey services are unavailable for these areas.

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our commercial division is comprised of three brands - Patcraft, Philadelphia Commercial and Shaw Contract. The brands will develop and implement our proposed Sourcewell strategy in their respective markets. As part of our strategy, we will provide tools and resources for our sales team to drive contract growth.</p> <p>To execute, each brand will leverage a variety of marketing vehicles including:</p> <ul style="list-style-type: none"> • Email marketing • Internet advertising • Print advertising • Marketing collateral • Social media • Public relations • Trade show exhibitions and in market events • Personal sales calls and presentations • CEUs • Visualization support <p>Additionally, we will conduct regular training for Sourcewell contractors, installers, and/or dealers to expand installation support for contract customers. The training will also include the benefits of working with Sourcewell members and ensuring contract compliance.</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our digital brand channels for your marketing plan. This will include social media platforms, email blasts and brand websites. We track metadata for our media marketing outlets to determine the most effective content, ensuring we are using the best channels for your contract marketing. See attached marketing plan for more detailed information.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We ask that Sourcewell continue our proven partnership by providing access to Sourcewell members, information about potential members, email lists, usage reports, access to leads and cross-promotion of websites. In addition, host collaborative trainings for our internal sales teams and external dealer partners to increase contract knowledge.</p> <p>Sourcewell is integrated into our onboarding and continuing education of our sales force. The contract, training resources and marketing materials are available on our internal websites for ease of access. Brand specific marketing support is available via our Directors and Marketing Managers.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When you order product from Shaw, you receive exceptional service and benefits. We provide your members with free maintenance and installation training upon request. Our team of technical experts is available to provide on-site installation and maintenance training if your members request it. We also have hundreds of free video tutorials on YouTube that are available for members and installers alike. Additionally, we provide detailed written guidelines that can be downloaded directly from our websites. These available services benefit your members by allowing them easy access to resources that help them with any installation or service question they may have.

82	Describe any technological advances that your proposed products or services offer.	<p>Shaw is a partner who will bring innovation to your member's flooring program. We provide a continuous stream of game-changing products and services such as:</p> <p>Products</p> <p>ReWorx - Hybrid Flooring Platform Designed with the end in mind. ReWorx, a new, innovative flooring made from post-consumer PET bottles, is the first collection to launch on the flooring platform. This hybrid flooring solution combines the durability of a hard surface with the comfort of a soft surface. A total PET product that can be reused and recycled back into itself, ReWorx merges innovation in product performance, materiality and circularity.</p> <p>PVC Free Flooring Options We positively impacted the planet with our EcoWorx Tile, which was the first safe alternative to PVC carpet tile in the industry and we have not stopped moving forward. Our bio-based resilient tile and sheet represent a new and innovative flooring platform. Composed of bio-based polyurethane material, these products are easy to install and have seamless transitions. With no PVC, ortho-phthalate plasticizers or solvents, these products are Cradle to Cradle Certified® Silver. They achieve the highest Martindale rating to scratch resistance.</p> <p>Ecosolution Q100 A high-performance solution-dyed nylon fiber, Ecosolution Q100™ is made with 100% recycled content allocated from waste minimization and collection efforts. This Nylon 6 fiber is engineered to reduce the visibility of dirt and soil while retaining color and appearance. With more than 200 color options, this fiber offers expansive visual options that deliver durability and ease of maintenance.</p> <p>Dry Adhesive LokDots is a pressure-sensitive adhesive for the installation of EcoWorx carpet tile. This odorless system provides an alternative to wet adhesive, virtually eliminating the issue of Volatile Organic Compounds (VOCs), and providing ease and versatility of installation.</p> <p>Solutions</p> <p>Moisture Management Systems We help your members mitigate risks through a portfolio of moisture solutions. Our products solve moisture issues in your concrete slabs and provide assurance that your flooring will not be damaged in incidents involving moisture. We are the only manufacturer to warrant from the subfloor to the finished product, making us an ideal single source for your flooring solutions. Our comprehensive portfolio allows us to work with you to address your member's specific needs from basic to extreme conditions. Our moisture treatment solutions are backed with a 10-Year Commercial Limited Warranty.</p> <p>Sound Advisor We are excited to be able to assist your members achieve quieter offices and facilities. We completed hundreds of sound tests to develop Sound Advisor, which allows you to hear how flooring will sound in your spaces. As sound experts, we help you determine the effect flooring has on sound in your facilities and select the best flooring option to reach your desired IIC rating.</p> <p>Visualization Services From installation methods to visualizing color schemes in a floor plan, to understanding the amount of flooring material needed for an installation, Shaw's Visualization Services team is available to create complementary rendering files based on floor plans, design inspirations or sketches you provide. 2D renderings can be created to show how Shaw's products will look in your space (either a specific zone or the entire floor plate). Product placement is tailored to your plans and spaces to highlight focal points and create way finding.</p>
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83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We know that people are conscious about making smart choices and having a positive impact on the planet. For more than two decades, we have been committed to sustainable practices through our commitment to Cradle to Cradle principles. We track and measure our significant environmental impacts, which include water stewardship, material health, product circularity, renewable energy and carbon management, as well as social fairness.</p> <ul style="list-style-type: none"> • Material Health: The Cradle to Cradle Certified® Products Program ensures our products are made from ingredients the standard deems safe and healthy. • Product Circularity: Our re[TURN]® Reclamation Program allows your members to return your EcoWorx, ReWorx and Shaw-made resilient flooring at the end of its useful life to divert from the landfill and provide us with the means to continue the cycle of creating new products out of old. • Renewable Energy & Carbon Management: Shaw's commercial carpet manufacturing operations worldwide are carbon neutral and we offer carbon neutral product collections. • Social Fairness: We support fair labor and human rights principles. No matter where or by whom a product or ingredient is made, operations are held to the same high standards. <p>Annually, we report our progress on these initiatives in our Sustainability Report. You may view these reports at: https://shawinc.com/Newsroom#Sustainability-Reports</p>
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	<p>At Shaw, we are keenly focused on the material health of our products and adopted the Cradle to Cradle® design philosophy more than 20 years ago and today almost 90% of the products Shaw makes are Cradle to Cradle Certified®. We have the most Cradle to Cradle Certified® product platforms of anyone in the flooring industry. We aim to know as much as possible about our products and their ingredients. The Cradle to Cradle Certified® Products Program helps us ensure that every ingredient in our products are assessed down to 100 ppm, or 99.99% of the ingredient's composition by a 3rd party toxicologist that not only assesses what is in the materials but also the risk of those ingredients to both people and the environment to 24 different end points. While we have not conducted product testing specific to Polychlorinated biphenyls (PCBs), we are confident that our products are PCB-free down to 100ppm based on assessment of our raw materials and we do not expect any PCBs below the 100 ppm threshold.</p> <p>We understand that sound affects how we feel, work, sleep and learn. At Shaw, we extensively researched, tested and patented the award-winning acoustics tool — Sound Advisor®. This tool is not limited to any one product category and provides you with data and a sound file that lets you actually hear the difference between all of your flooring options. By bringing science-based decision making to building design, room design and product selection, Shaw empowers Sourcewell and its member entities to make the right choice for your needs.</p>
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our awards, our partnerships, our vast Cradle to Cradle Certified® product offering and our sustainability certifications speak to Shaw's excellent environmental performance and we are humbled to be part of a larger movement leading the way in this arena. The following serve as examples of third-party verification of our performance:</p> <p>Product Certifications:</p> <ul style="list-style-type: none"> • Cradle to Cradle Certified® • NSF 140 • CRI Green Label Plus • FloorScore Certified® • Declare • Health Product Declaration • Environmental Product Declaration <p>Awards and Recognition:</p> <p>In 2022, Shaw was recognized at Floor Covering Weekly's annual GreenStep awards, which recognize the flooring industry's contributions to sustainability. We earned the following awards:</p> <ul style="list-style-type: none"> • International Winner - Recognized for the introduction of ComfortWorx™ carpet tile which utilizes 90% post-consumer PET plastic bottles and is manufactured at Shaw's Scotland manufacturing facility (Plant SQ). • People winner - Recognized for Shaw's commitment to fostering an inclusive and diverse culture as supported by seven Associate Resource Groups, including the most recent addition of Mosaic. • Pinnacle Honoree - Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0. • Product Honoree - Recognized for introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles. • Promotion Honoree - Recognized for promotion of events that bring together professionals from all aspects of the built environment to learn and share.

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>As a privately-held subsidiary of Berkshire Hathaway, Inc., we do not qualify as a minority enterprise. However, we do strive for diversity and inclusion within our supplier base. We believe partnering with diverse suppliers is a strategic advantage that will drive innovation into our business, open new markets for growth and allow us to continue to meet our customers' expectations. Shaw provides equal access to purchasing opportunities to all qualified suppliers by promoting supplier participation reflective of Shaw's diverse customer base and business communities.</p> <p>Our target is 25% to 30% of Shaw's allowable spend (domestic spend in categories in which we have diverse suppliers from which to choose). We have a Supplier Diversity manager, who along with our Global Sourcing team, tracks our diverse spend. We report our performance on a quarterly basis and each year, deliver a plan outlining our upcoming goals and efforts.</p>
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>One of our biggest strengths and differentiators is to be able to provide you and your members with exceptional, consistent service. Our customer satisfaction and on-time-in-full (OTIF) metrics are among the most favorable in the industry. We propose a Shaw support team for Sourcewell members centered on a single point of contact who will handle all of your quotes, orders, requests and purchases around North America. This level of individualized service provides you with single-source accountability and allows us to quickly deliver product and service to all of your locations. We provide this through our Shaw Integrated Solutions (SIS) turnkey and project management division. We can also handle your flooring projects from start to finish in the U.S. with full turnkey service by helping your members select the perfect installer from our network of professional service providers. We vet these installation providers and have long-term relationships with many of them, ensuring seamless service. We can provide you with MWBE and other diverse installation partners to support your diversity goals in many markets.</p> <p>We own and/or control the majority of our supply chain, manufacturing, distribution, customer experience and recycling processes. As the most vertically integrated carpet manufacturer, we provide you with consistency through a single high-quality standard and competitive pricing regardless of our manufacturing location. We provide a full line of flooring products and services for all of Sourcewell's participating entities needs, including carpet tile, resilient tile and sheet, engineered hardwood, ceramic and porcelain, and adhesives and accessories.</p> <p>Additionally, Shaw offers specialized design services that are tailored to meet your member's needs. We provide tiered services and one-on-one resources to help Sourcewell members design their spaces and transform the way they work. Options of these services include:</p> <ul style="list-style-type: none"> • Project design collaboration - 3D visualizer tools • Visualization Services - 2D/3D renderings, estimating and budgeting • Custom design - Create one-of-a kind flooring products • Product palettes • Digital/physical presentation packages • Space design consultation • Floor plan ideas

Table 14A: Warranty

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

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	<p>Yes, we offer detailed warranties for each of your proposed products. The specific coverage will vary based on product type.</p> <p>For your carpet tile products, Shaw provides a Lifetime Commercial Limited Warranty covering:</p> <ul style="list-style-type: none"> Abrasive wear (will lose no more than 10% fiber over a lifetime) Acid-based stains (the most common) Delamination (separation of fiber and backing) Static (prevents static build up) Tuft bind (yam will not pull out or zipper) Dimensional stability (carpet tile will remain square) Colorfastness to light and atmospheric contaminants (will not fade) Edge ravel <p>For your broadloom products, we provide a non-prorated warranty covering:</p> <ul style="list-style-type: none"> Abrasive wear (will lose no more than 10% fiber over a lifetime) Static (prevents static build up) Stain Colorfastness to light and atmospheric contaminants (will not fade) Tuftbind/Zippering Delamination <p>For your proposed resilient products, Shaw provides a non-prorated warranty covering:</p> <ul style="list-style-type: none"> Manufacturing defects Wear (normal foot traffic will not wear through the pattern layer of the product) <p>In addition to applicable product warranties, we provide a two-year warranty for all installation services under the Sourcewell contract.</p> <p>We have included an attachment with our product warranties for each of our commercial brands with our submission.</p>
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	To maintain warranty coverage, we ask that the product is installed and maintained in accordance with our written installation and maintenance guidelines. These instructions are available on our websites, through the dealer and through our customer service department.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>If a validated quality issue covered by the warranty occurs, we will reimburse for labor accordingly. However, we do not provide labor for replacement of material that is covered by the product warranty in any geographic region. The labor must be approved by our financial services commercial claims department. Below is the process for warranty service:</p> <ul style="list-style-type: none"> You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for the products we sell.
93	What are your proposed exchange and return programs and policies?	We accept returns within 90 days of invoice. Running line products that are cancelled prior to shipping will not incur restocking or cancellation fees. Orders that have shipped and are cancelled en route or upon delivery will incur restocking and freight fees. Products shipped in error by Shaw or defective material will be returned at no charge to the customer. Restocking charges for refused shipments will be invoiced separately on terms of net 30 days. Restocking fees charged against paid invoices will be deducted from the credit memo issues on the return. All returns must be on a core and wrapped before being returned.
94	Describe any service contract options for the items included in your proposal.	We can provide turnkey services for projects through our Shaw Integrated Solutions (SIS) division, which works with a network of more than 500 installation partners across North America.

Table 148: Performance Standards or Guarantees

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	Through our installation partners, we commit to having your projects completed on time and in budget to your exact standards. In addition to the applicable product warranties, Shaw provides a two-year warranty for all installation services provided under the contract.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>We will provide Sourcewell with customized KPI reporting that include metrics such as:</p> <ul style="list-style-type: none"> • Historical details of purchase volumes • Outgoing shipments • Orders by location • Inventory levels • On-time delivery • Material recycled <p>Metrics on our reports can be fully customized to include the information most important to you based on conversations we have with you. These reports can be made on a monthly, quarterly or annual basis depending on your preference.</p> <p>Additionally, we can include sustainability metrics to help you and your members achieve their sustainability goals.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - Shaw Pricing - Sourcewell RFP.xlsx - Tuesday June 13, 2023 08:03:58
- [Financial Strength and Stability](#) - Berkshire Hathaway Annual Report - 2022.pdf - Friday June 09, 2023 12:16:13
- [Marketing Plan/Samples](#) - 2023 Sourcewell RFP - Marketing Plan Submission.pdf - Friday June 09, 2023 12:15:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Shaw Warranties.pdf - Friday June 09, 2023 12:45:59
- [Standard Transaction Document Samples](#) - Question 45. Example Sourcewell Project Proposal.PDF - Tuesday June 13, 2023 08:11:32
- [Requested Exceptions](#) - Sourcewell Exception . Modification (Shaw 6.13).xlsx - Friday June 09, 2023 12:15:40
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 061323-SII**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).


Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.


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

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 11/29/2023 | 9:05 AM CST

Approved:

By: 
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 11/29/2023 | 9:07 AM CST

Shaw Integrated and Turf Solutions, Inc.

By: 
088140FCEE7242B...
James Kirkpatrick

Title: Vice President

Date: 11/29/2023 | 5:34 AM PST

**AMENDMENT #2
TO
CONTRACT # 061323-SII**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

The Proposal line items 36 and 37 under "Table 4: Pricing and Delivery" are deleted in their entirety and replaced with the following response:

Line 36

Products are priced within a percentage discount range from list price:

- Adhesives, Sundries, and Accessories products at a 10% or higher discount
- Broadloom, Tile, and Hard Surface (Resilient) products at a 15% or higher discount.

Line 37

Volume discounts may be considered on a case by case basis.

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 8/27/2024 | 10:28 AM CDT

Shaw Integrated and Turf Solutions, Inc.

Signed by:
By: Matthew Moore
7CFB190620F242A...
Matthew Moore

Title: Deputy General Counsel

Date: 8/26/2024 | 1:47 PM CDT