

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0981

Contract #: 20260114

Start date: 12/15/2026

End date: 12/31/2026

Amount: \$ 323,322.35

Contingency Amount: \$ 20,000.00

Department: Public Works

Total Contract Amount: \$ 343,322.35

Contract Type: Contractor

Contractors Name: Midway Flooring Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐ Self-Certifying ☒ Did not disclose ☐

Contract Description: Police Department and Civic Center Flooring



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Midway Flooring FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made December 15, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midway Flooring (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Police Department and Civic Center Flooring Project (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

☒ The Consultant's Proposal or Bid No. JE005500-001 & JE005154-001, and dated November 4, 2025; and/or

☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");

☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

☒ A not-to-exceed amount of \$323,322.35, plus \$20,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$343,322.35 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$323,322.35. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant

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shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated

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to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
☒ Scope of Services as set forth in the Consultant's proposal No. JE005500-001 & JE005154-001 dated November 4, 2025 (Exhibit A)
☐ Schedule of Fees (Exhibit B)
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than December 15, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2026 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such

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consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Facsimile: _____
Email: mmazza@orlandpark.org

To the Consultant:

Name: Breann Creech
Company: Midway Flooring
Address: 10216 Werch Dr, Ste #114
City, State, Zip: Woodridge, IL, 60517
Telephone: 630-520-8816
Facsimile: _____
Email: bcreech@midwayflooring.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the

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resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

- (i) Commercial General Liability:

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- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:

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- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
 If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
- (vi) ☐ Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or

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- CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

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- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
12. Indemnity:
- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
 - B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

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14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the

1572707-02-10-15

[***PROFSRVS1572707 *2 *493215874713430157719285889207975073013296699074*10*15***]

performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to

1572707-02-11-15

[***PROFSRVS1572707 *2 *493215874713430157719285889207975073013296699074*11*15***]

the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Prevailing Wage Act Notice:
- ☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
- ☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
- This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold

1572707-02-12-15

[***PROFSRVS1572707 *2 *493215874713430157719285889207975073013296699074*12*15***]

payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

23. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
24. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
25. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
26. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
27. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
28. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
29. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
30. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
31. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

1572707-02-13-15

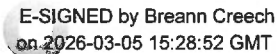
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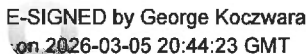
32. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Midway Flooring

VILLAGE OF ORLAND PARK

By: 

By: 

Name: Breann Creech

Name: George Koczwara

Its **Project Executive** & Authorized Agent Title: **Village Manager**

1572707-02-14-15

[***PROFSRVS1572707 *2 *493215874713430157719285889207975073013296699074*14*15***]

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal No. JE005500-001 & JE005154-001 dated
November 4, 2025

and/or in Village Proposal Number _____ dated _____

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

1572707-02-15-15

[***PROFSRVS1572707 *2 *493215874713430157719285889207975073013296699074*15*15***]



EXHIBIT A

MIDWAY FLOORING

**10216 Werch Drive, Suite #114
Woodridge, IL 60517
(630)-296-0122**

Proposal Letter JE005500-001

CLIENT	PROJECT
VILLAGE OF ORLAND PARK 14700 RAVINA AVENUE ORLAND PARK, IL 60462	ORLAND PARK - CIVIC CENTER 14750 S RAVINIA AVE LEVEL 1 - MEETING ROOMS ORLAND PARK, IL 60467

Proposal Letter Date	Job Contact	Salesperson 1	Job #
11/04/25	MICHAEL MAZZA	GLENN SUTKUS	

Area	Style/Item	Color/Desc	Qty	Price	Total
01. VINYL PLANKS	SHAW - INLET 0926V	COARSE 26595 - 6X48 VINYL PLANKS	3,288.00 SF	4.78	15,716.64
02. ADHESIVE	SHAW 4200 LVT ADHESIVE	4 GALLON PAIL	5.00 EA	199.22	996.10
03. VINYL PLANK INSTALL	LABOR TO INSTALL VINYL PLANKS		3,012.00 SF	3.00	9,036.00
04. VCT REMOVAL	LABOR TO REMOVE EXISTING VCT TO CUSTOMER SUPPLIED DUMSPTR		2,696.00 SF	2.00	5,392.00
05. VCT REMOVAL (2ND LAYER)	LABOR TO REMOVE EXISTING VCT TO CUSTOMER SUPPLIED DUMSPTR		2,696.00 SF	2.00	5,392.00
06. CARPET REMOVAL	LABOR TO REMOVE EXISTING CARPET TO CUSTOMER SUPPLIED DUMSPTR		23.00 SY	7.02	161.46
07. SKIM COAT	MATERIAL AND LABOR TO SKIM COAT FLOORS FOR NEW FINISHES		3,012.00 SF	1.45	4,367.40
08. SECOND SKIM COAT	MATERIAL AND LABOR TO SKIM COAT FLOORS FOR NEW LVT FINISHES		3,012.00 SF	1.45	4,367.40
09. WALL BASE	TARKETT 4" COVE VINYL BASE	40 BLACK - 4' LENGTHS	360.00 LF	0.91	327.60
10. BASE INSTALL	LABOR TO INSTALL BASE		290.00 LF	1.79	519.10
11. TRANSITIONS	FURNISH AND INSTALL VINYL TRANSITIONS		30.00 LF	4.76	142.80
12. CARPET TILE INSTALL	LABOR TO INSTALL CARPET TILE		45.00 SY	8.33	374.85



MIDWAY FLOORING

10216 Werch Drive, Suite #114
Woodridge, IL 60517
(630)-296-0122

CLIENT		PROJECT			
VILLAGE OF ORLAND PARK 14700 RAVINA AVENUE ORLAND PARK, IL 60462		ORLAND PARK - CIVIC CENTER 14750 S RAVINIA AVE LEVEL 1 - MEETING ROOMS ORLAND PARK, IL 60467			
Proposal Letter Date	Job Contact	Salesperson 1	Job #		
11/04/25	MICHAEL MAZZA	GLENN SUTKUS			
Area	Style/Item	Color/Desc	Qty	Price	Total
13. FREIGHT/DELIVERY	FREIGHT/DELIVERY TO JOBSITE		1.00 LS	856.25	856.25
14. BOND	BOND		1.00 LS	2,369.30	2,369.30

** Civic Center - Meeting Rooms and Vestibule **

Pricing Per Sourcewell Contract 061323-SII

Notes:

1. Labor figured for standard daytime hours - No Overtime/Double Time included
2. Material quantities have been rounded to the full carton
3. Vinyl planks, resilient, carpet to be glued directly to the floor surface – No underlayment or padding
4. Transitions to be standard black vinyl or satin anodized aluminum unless otherwise noted
5. Due to volatile product pricing – This quote is only good for 30 Days

Exclusions:

1. Extensive Floor Prep: Shot blasting, Scarifying, Deep Fills, Floating to ceramic, and Leveling
2. Expansion/Control Joints, Chair Rails, Corner Guards, and Wood Base
3. Epoxy thinset or epoxy grout
4. Haul away or dumpster service
5. Post/Final Cleanup – Wall wipe downs, Dusting, Vacuuming, Deep Cleaning, Waxing, and Buffing
6. Patching/repairing finishes
7. Attic stock
8. Moisture testing and mitigation

CONTRACT END DATE: 12/31/2026

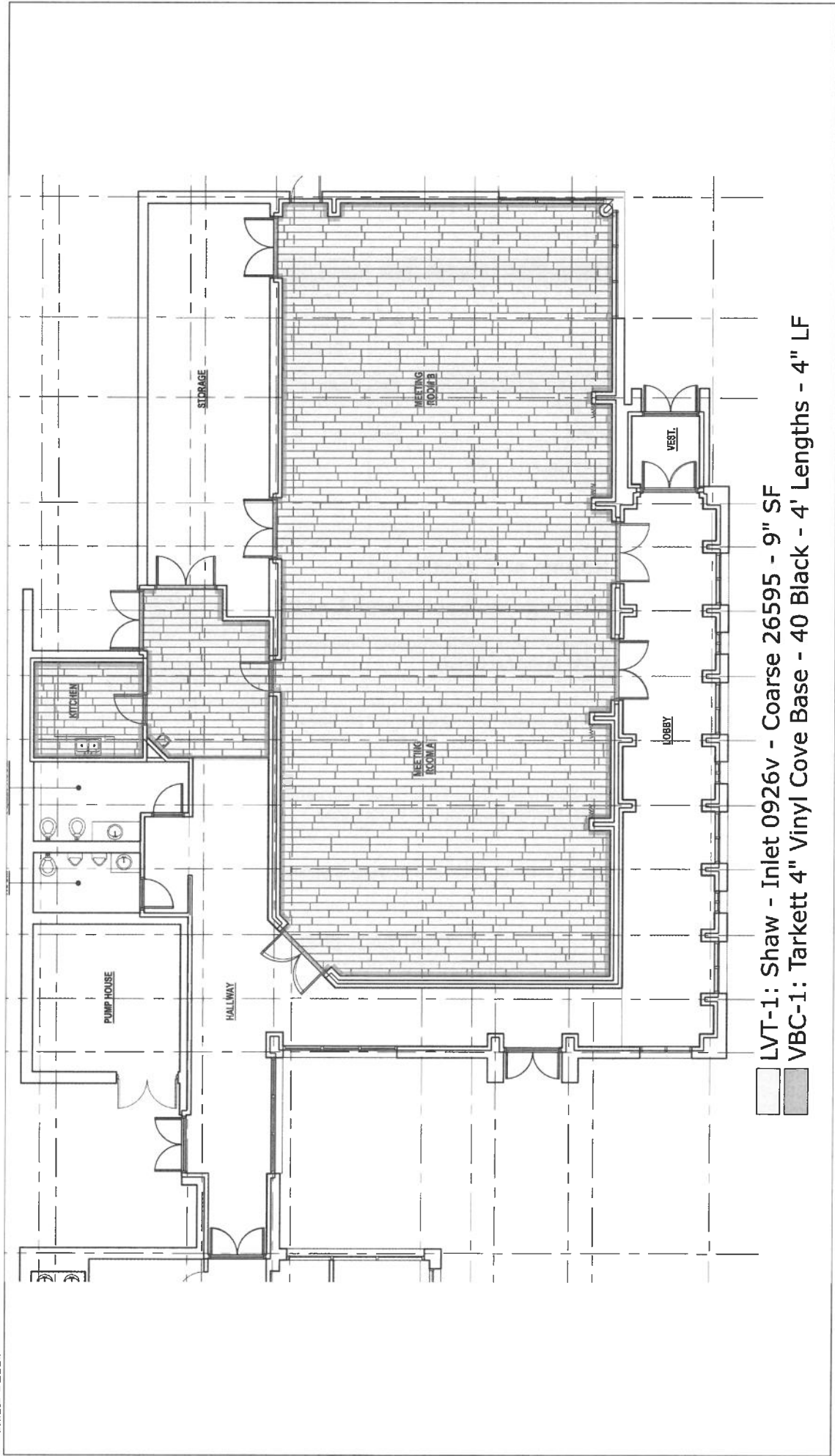
Total Proposal: \$50,018.90

Customer Approval:

Please sign and date your acceptance of this proposal.

Signature

Date of Acceptance





MIDWAY FLOORING

10216 Werch Drive, Suite #114
Woodridge, IL 60517
(630)-296-0122

Proposal Letter JE005154-001

CLIENT	PROJECT
VILLAGE OF ORLAND PARK 14700 RAVINA AVENUE ORLAND PARK, IL 60462	ORLAND PARK POLICE STATION 15100 S. RAVINIA AVE ORLAND PARK, IL 60462

Proposal Letter Date	Job Contact	Salesperson 1	Job #
11/4/2025	MICHAEL MAZZA	PAUL COLANDO	

Area	Style/Item	Color/Desc	Qty	Price	Total
01. CPT-1	SHAW CONTRACT - FOCUS TILE 59455	FREEDOM 54505 - 24" CARPET TILE W/ ECOWORX BACKING	2,533.18 SY	41.05	103,987.04
02. CPT-1 OVERAGE	SHAW CONTRACT - FOCUS TILE 59455	FREEDOM 54505 - 24" CARPET TILE W/ ECOWORX BACKING	128.00 SY	41.05	5,254.40
03. CPT-2	SHAW - WELCOME II TILE 5T031	COLOR TBD - 24" CARPET TILE	48.00 SY	53.33	2,559.84
04. CARPET ADHESIVE	SHAW LOKWORX+ ADHESIVE	4 GALLON PAIL	21.00 EA	123.25	2,588.25
05. CARPET INSTALL	LABOR TO INSTALL CARPET TILE		2,450.00 SY	11.95	29,277.50
06. CARPET REMOVAL	LABOR TO REMOVE EXISTING CARPET TO CUSTOMER SUPPLIED DUMPSTER		2,450.00 SY	7.02	17,199.00
07. SKIM COAT AT CARPET	SKIM COAT AT CARPET		22,050.00 SF	1.60	35,280.00
08. LVT-1	SHAW - INLET 0926V	COARSE 26595 - 6X48 VINYL PLANKS	1,320.00 SF	4.62	6,098.40
09. LVT ADHESIVE	VINYL PLANK ADHESIVE	4 GALLON PAIL	2.00 EA	196.87	393.74
10. LVT INSTALL	LABOR TO INSTALL VINYL PLANKS		1,192.00 SF	2.81	3,349.52
11. 1ST SKIM COAT AT LVT	SKIM COAT AT VINYL PLANKS		1,192.00 SF	1.60	1,907.20
12. 2ND SKIM COAT AT LVT	SKIM COAT AT VINYL PLANKS		1,192.00 SF	1.60	1,907.20
13. VBC-1	TARKETT 4" VINYL COVE BASE	40 BLACK - 4' LENGTHS	4,200.00 LF	1.32	5,544.00
14. BASE INSTALL	LABOR TO INSTALL 4" WALL BASE		4,100.00 LF	2.60	10,660.00
15. BASE REMOVAL	LABOR TO REMOVE EXISTING WALL BASE		4,100.00 LF	0.60	2,460.00



MIDWAY FLOORING

10216 Werch Drive, Suite #114
Woodridge, IL 60517
(630)-296-0122

Proposal Letter JE005154-001

CLIENT	PROJECT
VILLAGE OF ORLAND PARK 14700 RAVINA AVENUE ORLAND PARK, IL 60462	ORLAND PARK POLICE STATION 15100 S. RAVINIA AVE ORLAND PARK, IL 60462

Proposal Letter Date	Job Contact	Salesperson 1	Job #
07/28/25	MICHAEL MAZZA	PAUL COLANDO	

Area	Style/Item	Color/Desc	Qty	Price	Total
16. TRANSITIONS	SUPPLY AND INSTALL TRANSITIONS		165.00 LF	6.25	1,031.25
17. FURNITURE LIFTING/MOVING	FURNITURE LIFTING AND MOVING		172.00 HR	125.00	21,500.00
18. PATCHING	LABOR TO PATCH EXISTING VINYL PLANKS		4.00 HR	125.00	500.00
19. CUSTOM LOGOS	CUSTOM LOGO	TBD	2.00 EA	4,000.00	8,000.00
20. FREIGHT/DELIVERY	FREIGHT AND DELIVERY OF MATERIAL TO JOBSITE		1.00 EA	5,846.11	5,846.11
21. BOND	BOND		1.00 LS	7,960.00	7,960.00



MIDWAY FLOORING

10216 Werch Drive, Suite #114
Woodridge, IL 60517
(630)-296-0122

CLIENT		PROJECT	
VILLAGE OF ORLAND PARK 14700 RAVINA AVENUE ORLAND PARK, IL 60462		ORLAND PARK POLICE STATION 15100 S. RAVINIA AVE ORLAND PARK, IL 60462	
Proposal Letter Date	Job Contact	Salesperson 1	Job #
07/28/25	MICHAEL MAZZA	PAUL COLANDO	
Area	Style/Item	Color/Desc	Qty Price Total

** Orland Park Police Station - 7/28/25 **

Pricing Per Sourcewell Contract 061323-SII

Notes:

1. Labor figured for standard daytime hours - No Overtime/Double Time included
2. Material quantities have been rounded to the full carton
3. Rubber/Carpet Tiles to be glued directly to the floor surface – No underlayment or padding
4. Transitions to be standard black vinyl or satin anodized aluminum unless otherwise noted
5. Due to volatile product pricing – This quote is only good for 30 Days

Exclusions:

1. Floor Prep: Sanding, Skimming, Shot blasting, Scarifying, Deep Fills, Floating to ceramic, and Leveling
2. Furniture and equipment moving
3. Existing Finishes demo/removal and haul away/dumpsters
4. Post/Final Cleanup – Wall wipe downs, Dusting, Vacuuming, Deep Cleaning, Waxing, and Buffing
5. Patching/repairing finishes
6. Attic stock
7. Moisture testing and mitigation

CONTRACT END DATE: 12/31/2026

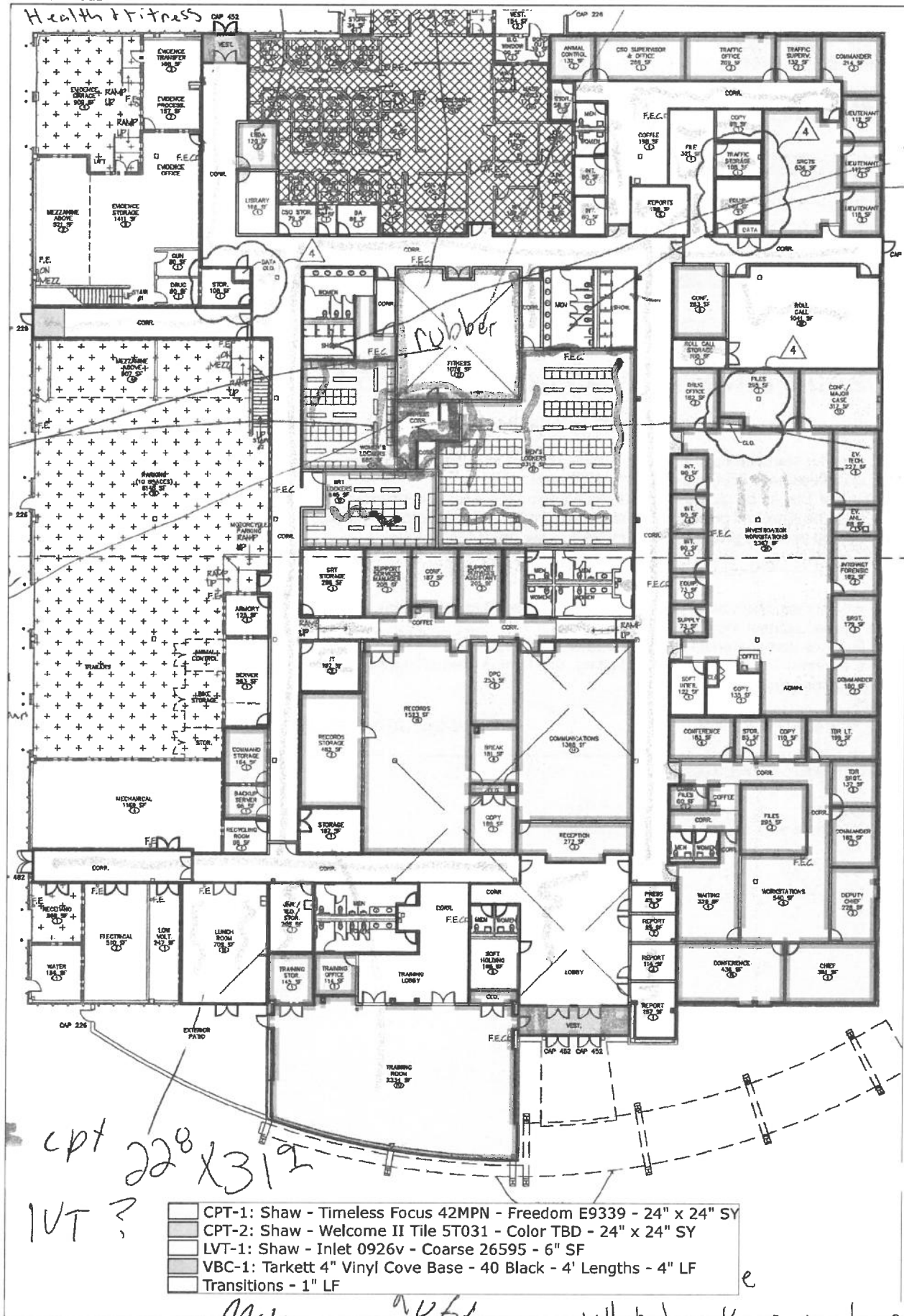
Total Proposal: \$273,303.45

Customer Approval:

Please sign and date your acceptance of this proposal.

Signature

Date of Acceptance



February 27, 2026

LABOR PLUS INC
265 E. MARION STREET
ELMHURST, IL 60126

Employer: Labor Plus Inc
Account Numbers: 25737-51642

Dear Sir or Madam:

This letter shall serve as formal notification of the status of the above employer relative to payments made to the Mid-America Carpenters Regional Council Health, Pension, Supplemental Retirement & Apprentice Training Funds for fringe benefit contributions.

The above employer is current through the month of January 2026 on its submittal of fringe benefit contribution reports and payments of the amounts due on those reports.

The Mid-America Carpenters Regional Council Health, Pension, Supplemental Retirement & Apprentice Training Funds reserve their rights as stated in the Collective Bargaining and Trust Agreements to later determine whether the fringe benefit contribution reports and payments made are accurate and whether the account is delinquent since a fringe benefit compliance audit has not been performed on the account for the period of this notification.

If you have any questions or comments, please contact Dalia Garcia at (312) 787-9455 ext. 5238.

Respectfully,



John Conklin
Audits & Collections Manager

Shaw Contract

Commercial flooring and accessories

#061323-SII

Maturity Date: 8/9/2027

Products & Services



Products & Services

Sourcewell contract 061323-SII gives access to the following types of goods and services:

- Carpet tile
- Broadloom
- Carbon neutral flooring
- Low embodied carbon flooring
- Luxury vinyl tile (LVT)
- Resilient sheet
- Quick ship carpet
- Adhesives
- Wall base
- Trims
- Transitions
- PVC-free flooring

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[Minnesota-Only Solutions →](#)
[Supplier Resources →](#)



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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.

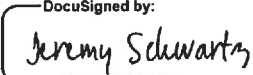
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

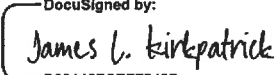
22. CANCELLATION

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:

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

DocuSigned by:

D88140FCEE7242B...
By: _____
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.	We offer a variety of products to you including: - Carpet tile - Broadloom - LVT - Resilient sheet - Engineered hardwood - Ceramic tile - Porcelain tile - Flooring hybrids - Rugs - Walk-off mats - Accessories and Adhesives 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.	*
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?	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. Shaw's installation providers are required to have the following: • 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?	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.	*
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	☒ Yes ☐ No	
18	Ceramic	☒ Yes ☐ No	Shaw's ceramic flooring offering will be available in 2024.
19	Porcelain Tile	☒ Yes ☐ No	Shaw's porcelain flooring offering will be available in 2024.
20	Wood	☒ Yes ☐ No	We offer engineered wood.
21	Hardwood	☐ Yes ☒ No	
22	Laminate	☐ Yes ☒ No	We offer commercial grade resilient LVT
23	Rubber	☐ Yes ☒ No	
24	Vinyl	☒ Yes ☐ No	We offer commercial grade resilient LVT.
25	Broadloom	☒ Yes ☐ No	
26	Carpet Tile	☒ Yes ☐ No	
27	Epoxy	☐ Yes ☒ No	
28	Flooring hybrids	☒ Yes ☐ No	
29	Floor mats	☒ Yes ☐ No	
30	Rugs	☒ Yes ☐ No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ 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)	☒ Yes ☐ 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 Sourcwell 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.	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. Additionally, Accessorial Fees are required additional freight charges that can be applied for any of the following reasons: • 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. 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. • 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.	The cost of freight is not included in the provided material prices. Freight is calculated per unit of measure based on the following parameters: • 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: • 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.	Please see below for a list of rewards from the last five years: 2023: • America's Greatest Workplaces for Diversity • Best Employer for Diversity • Dealer's Choice • Silver Edison Award • Supplier Best Product Award • Trailblazer Award 2022: • 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 2021: • 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 2020: • 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

		2019: • 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?	2020: 7% 2021: 6% 2022: 6%	*
60	What percentage of your sales are to the education sector in the past three years?	2020: 14% 2021: 14% 2022: 13%	*
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?	We currently have the following state contracts with the below ranges of sales volumes: • 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?	We are currently on contract with Sourcewell, as well as the following entities: • 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 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.	*

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.	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. 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.
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68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	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: Material Only Orders • 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. Turnkey Orders • 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. Dealer Material Only Orders • 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: - 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. We have six SIS points of contacts for different regions: - Chad Cloer - Central Email: chad.cloer@shawinc.com Phone: 706-532-7411 - Rosio (Rosie) 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.	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. 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. 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.	*
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.	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. To execute, each brand will leverage a variety of marketing vehicles including: • 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 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.
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?	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. 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.
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.	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: Products 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. 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. 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. 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. Solutions 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. 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. 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.
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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.	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. • 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. Annually, we report our progress on these initiatives in our Sustainability Report. You may view these reports at: https://shawinc.com/Newsroom#Sustainability-Reports
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).	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. 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.
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.	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: Product Certifications: • Cradle to Cradle Certified® • NSF 140 • CRI Green Label Plus • FloorScore Certified® • Declare • Health Product Declaration • Environmental Product Declaration Awards and Recognition: 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: • 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.	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. 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.	*
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?	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. 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. 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: • 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?	Yes, we offer detailed warranties for each of your proposed products. The specific coverage will vary based on product type. For your carpet tile products, Shaw provides a Lifetime Commercial Limited Warranty covering: 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 (yarn will not pull out or zipper) Dimensional stability (carpet tile will remain square) Colorfastness to light and atmospheric contaminants (will not fade) Edge ravel For your broadloom products, we provide a non-prorated warranty covering: 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 For your proposed resilient products, Shaw provides a non-prorated warranty covering: Manufacturing defects Wear (normal foot traffic will not wear through the pattern layer of the product) In addition to applicable product warranties, we provide a two-year warranty for all installation services under the Sourcewell contract. We have included an attachment with our product warranties for each of our commercial brands with our submission.	*
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?	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: 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 ^a	
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.)	We will provide Sourcewell with customized KPI reporting that include metrics such as: • Historical details of purchase volumes • Outgoing shipments • Orders by location • Inventory levels • On-time delivery • Material recycled 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. Additionally, we can include sustainability metrics to help you and your members achieve their sustainability goals.	*

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	☒	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	☒	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	☒	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	☒	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	☒	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	☒	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	☒	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).

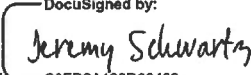
Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

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.

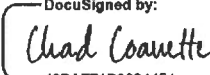
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

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

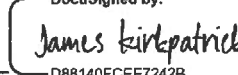
Date: 11/29/2023 | 9:05 AM CST

Approved:

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

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

Shaw Integrated and Turf Solutions, Inc.

By: 
D88140FC EE7242B...
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

Shaw Integrated and Turf Solutions, Inc. approved and preferred dealer.
Dealers listed below are authorized dealers of Shaws' Sourcewell Contract #080819-SII and 061323-SII.

*Dealers can be added at any time upon request and approval from Shaw Industries, Inc.

Shaw Acct. No.	Dealer Name	Address	City	State	Zip	Contact	Phone Number
0052503	ABM Commercial Flooring Inc	163 Covington Drive	Bloomington	IL	60108		630-924-7766
	ABS Floor Covering	1430 N 29th Ave	Phoenix	AZ	85009	Sarah Lockett	602-415-1919
0110521	Absolute Commercial Flooring	9850 51st Ave N. Ste 106	Plymouth	MN	55442	Karla Sheehy	763-746-8900
0215740	Absolute Floor Covering	657 Gadsden St.	Groveland	FL	34736	Brad Martin	352-504-5086
0112966	Absolute Flooring, Inc.	473 Hope Court	Gallatin	TN	37066	Brad Carver	615-206-1088
0082907	Affordable Floors	389 Windsor Highway	New Windsor	NY	12553		845-565-2000
0069111	AJC Contracting Inc	12100 Mosteller Rd	Cincinnati	OH	45241		513-881-5900
0217145	All County Flooring	3140 Park Road	Benicia	CA	94510		
0003098	Allasen Carpet Co.	394 Franklin St	Buffalo	NY	14202		716-854-3127
0006180	Allen Floors, Inc.	2826 East McCarty	Jefferson City	MO	65101	Corey Allen	573-635-0602
0116149	Allen Scott Flooring	4482 White Plains Lane	White Plains	MD	20695	Mike Petachle	301-753-3330
0155375	Allied Associates Commercial Flooring	130 Palisades Dr # 130A	Universal City	TX	78148		210-646-9090
0111280	Allied Flooring, Paint and Design	350 Main St	Agawam	MA	1001		413-233-3100
0167931	Allstate Office Interiors	113 North Gold Drive	Robbinsville	NJ	8961	Sean S.	732-438-1244
0037674	Amboy Floors	381 Smith Street	Perth Amboy	NJ	8861		732-442-5556
0098281	Amico Carpets, Inc.	43 Whalon St	Fitchburg	MA	1420		973-342-7070
0098281	Amico Carpets, Inc.	43 Whalon St	Fitchburg	MA	1420		
0208011	AMP Flooring	18 Church St	Newton	NJ	7860		862-258-8302
0044363	Anderson Commercial Flooring	1000 West Grand Ave.	Oakland	CA	94607	Tom Christophe	510-238-9882
0044447	Ansbro Aldrich Flooring Inc.	718 23rd Ave West	Bradenton	FL	34205	David Ansbro Jr.	941-747-2904
0025535	Apostrophe Design Inc	401 Highgrove Boulevard	Glendale Heights	IL	60139		630-980-9900
0191660	Appalachian Carpet & Textile	325 Mt. Carmel Road	Asheville	NC	28806	Paula	828-505-7733
64097	Aramark Facilities Management	3900 Meridian Street	Normal	AL	35811	Katherine Tracy	1-800-901-7373
0086176	Arch Floors	1803 Allen Parkway	Houston	TX	77019	Amanda Bringle	713-627-2112
	Architectural Floors						
0204454	Aurora Flooring	7100 Briarwood Street	Anchorage	AK	99518	Dennis Casagrande	907-561-7766
0148010	Aztec Flooring	1215 E Warehouse Avenue	Tucson	AZ	85719		520-881-8838
0015058	B&B Commercial Interiors, Inc.	1417 Knecht Avenue	Baltimore	MD	21227	Day B	410-536-7201
0144164	B&L Floorcovering, Inc.	4113 W. Clay St.	Richmond	VA	23230	Lenny Allese	804-213-3808
7017333	B.W. Hoovermill Co.	1321 Mercedes Drive, Suite O	Hanover	MD	21076	Gary Heath	410-631-2880
0004894	Baldwin Flooring America	9625 Ida Street	Omaha	NE	68122	David Baldwin	402-415-2569
0012971	Beauty-Kiss Floor & Window Coverings	601 South Glenwood Place	Burbank	CA	91506		818-846-0571
0152796	Better Flooring Inc.	1148 N. Cypress	Fresno	CA	93727	Marc Kerkochian	
0004617	Bonitz	4539 Enterprise Drive NW	Concord	NC	28027		704-262-6400
0060699	Bonitz Flooring Group	1993 Technology Drive	Charleston	SC	29492	Danny	843-375-3550
0211709	Brian Carpet & Tile	2928 6th Ave South	Birmingham	AL	35233	Brian Hammond	205-581-1788
0112175	Brock Contract Services	1400 Nowell Rd	Raleigh	NC	27607		919-570-1300
0052168	Butler Floor & Carpet	1763 N Main Street Ext	Butler	PA	16001	Tim Craft	724-906-4195
3500368	C&G Construction Supply Company	1593 Valencia Ct	Caulmet City	IL	60409		708-825-9770
0182259	Capital Floorcovering Inc.	46969 west road	Wixom	MI	48393		248-912-0074
0039218	Carpet Connection Inc.	1216 South Main Street	Kannapolis	NC	28081	Danell P.	704-932-1929
0143485	Carpet Design Center	3205 S Memorial Dr	Greenville	NC	27834	Karen H.	252-439-0840
	Carpet Specialist	189 Park Rd	Westbrook	ME	4092	William Foye	207-854-1312
0001588	Carpet Village	4142 Melrose Avenue NW, Suite B	Roanoke	VA	24017	Lisa B	540-265-7200
0025126	Carpet World of Alaska	6410 Firewood Ave	Palmer	AK	99645		907-745-3737
3596842	Carpet World of Baton Rouge	8350 Florida Blvd.	Baton Rouge	LA	70806		225-341-1269
0025247	Carpets Unlimited Inc. dba Capet One of Bangor	42 Gilman Rd	Bangor	ME	4401		201-401-2017
0009517	Central Tile & Terrazzo Co, Inc.	5180 South 9th St	Kalamazoo	MI	49009	Andrew B.	269-375-1660
0063743	Century Floor Space	719 Century Ave SW	Grand Rapids	MI	49503		616-988-4524
0001609	Cherry Carpet & Flooring	2915 London Blvd.	Portsmouth	VA	23707		757-397-5811
3603795	Christian Brothers Flooring & Interiors, Inc.	12086 Woodside Ave	Lakeside	CA	92040	Brian	
3520803	Cochise Floor Covering	2149 S. Hwy 92	Sierra Vista	AZ	85635		520-458-8695
0018804	Commercial Carpet Consultants	893 Industrial Drive	Elmhurst	IL	60126	Jason Watson	630-559-9570
0160732	Commercial Floor Tech	3909 Oaklawn Drive	Louisville	KY	40219		502-966-3004
0304179	Commercial Flooring & Installation	2360 112th Ave	Holland	MI	49424	Drew Slagter	616-399-6899
0022141	Commercial Interiors Resources	1761 Reynolds Avenue	Irvine	CA	92614	Kenneth Hurd	949-752-1470
0137133	Commercial Surface Flooring, LLC	11104 Air Park Road	Ashland	VA	23005		
0109417	Consolidated Flooring of Chicago	25 W Official Rd	Addison	IL	60101	Jane Stepanek	630-458-8600
0150077	Continental Office Floors	5601 Freeway Drive East	Columbus	OH	43229	Eric Lundgren	614-262-5010
0155926	Conventional Carpet Inc.	7155 19 Mile Road	Sterling Heights	MI	48314		586-739-6090
3602295	Core Business Interiors, Inc.	PO Box 25519	Fresno	CA	93729	Wayne	
3602295	Core Business Interiors, Inc. DBA Innovation Flooring	7764 N. Ingram Ave, Suite 109	Fresno	CA	93711		559-297-6400
221527	Corner Flooring Group	413 Harrison Ave	Cary	NC	27519	Tammy Bradshaw	251-661-1952
3520961	Corporate Interiors of Alabama	15 Vulcan Rd Suite 417	Birmingham	AL	35209		205-903-0177
	Corridor Flooring Associates	832 South Bond Street	Baltimore	MD	21231	Tammy Coyle	410-522-2244
0004901	Country Carpet and Flooring, Inc.	414 E. Sioux Ave	Pierre	SD	57501	Laure H.	605-224-9297
3603512	Covered + Chad Com. Finishes	5900 Spot Springs Road unit 3C	Flowery Branch	GA	30542		706-808-4040
0218843	Creative Business Interiors Inc	8720 Fleet Service Dr	Raleigh	NC	27617	Mitchell Sledge	
0207867	Crown Coverings Inc.	814 Central Ave	Roselle	IL	60172		224-828-2818
231981	Cubix Inc.	6450 Kingspointe Parkway Ste#10	Orlando	FL	32819		800-809-4726
0021933	Dalene Hardwood Flooring Co.	45 Nutmeg Road S. Inc PO BOX 145	South Windsor	CT	6074	Gordon Crunden	860-289-4305
0234753	Dalton Wholesale Floors	411 Soho Drive	Adairsville	GA	30103		770-773-2681
0045258	Dancker LLC	291 Evans Way	Somerville	NJ	8876		908-231-1600
0011983	Dan's Carpet and Blinds	623 Mamaroneck Ave	Mamaroneck	NY	10543		914-235-7200
0146032	DCS Warehouse Outlet Corp.	45 Industrial Park Rd.	Albany	NY	12206		518-459-0200
0152047	DeGraaf Interiors Inc.	2169 Center Industrial Ct.	Jenson	MI	49428		616-662-0140
0167549	DFS Flooring LP	15651 Satcoy St.	Van Huyn	CA	91406	Jasen Muphy	818-374-5200
0206787	Diversified Flooring Services Phoenix LLC	7898 E Acoma Suite 107	Scottsdale	AZ	85260		480-967-7600
0234738	Diverzify	865 W Irving Park Road	Itasca	IL	60143		847-250-4600
0017736	Dominion Contract Carpets, Inc.	7400 Central Business Park Dr	Norfolk	VA	23513		757-855-1976
0235728	Dorset Design	200 Cambria Avenue Suite C	Pleasantville	NJ	8232		609-485-0700
0147083	Douglas Floor Covering, Inc.	200 Alder Dr.	North Aurora	IL	60542		630-892-8620
0001224	Eastman's Carpets, Inc.	4044 Arendell St	Morehead City	NC	28557		252-726-2737
0048782	EJCC, Inc.	14417 Meridian Pkwy. Bldg 6	Riverside	CA	92518	Eric Box	951-656-1004
0216683	Ellis Flooring Inc.	515 Fraizer Avenue	Santa Rosa	CA	95404		707-792-2151
0205810	Environmental Flooring	6212 New Market Way	Raleigh	NC	27609	Joseph	919-757-8305
0205810	Environmental Flooring	6212 New Market Way	Raleigh	NC	27609		607-342-4684
0234569	Exceed Flooring	74 Irma Drive	Oceanside	NY	11572		516-787-4885
3520717	Excite, LLC	6516 E. Hobart St.	Mesa	AZ	85205	Taft Smithson	
0139031	Executive Carpet & Beyond	1066 Hope St.	Stamford	CT	6907		203-418-7054
0007151	Floor Covering Warehouse Inc	112 Orchard Street	Stamford	CT	6902		203-496-4313
0137615	Floor It Inc.	340 S. Pacific Street	Orcutt	CA	93455	Phil	805-720-1809
0180717	Floor Systems & Design	2700 Harrison Road	Columbus	OH	43204	Scott Linke	616-683-2072
0180717	Floor Systems & Design	2727 Harrison Road	Columbus	OH	43204		614-467-8410
0023405	Floor Technology Group	2184 N. Batavia St.	Orange	CA	92865		714-998-8881
0214161	Flooring Authority	6 Sam Stratton Road	Amsterdam	NY	12010		518-627-4178
3594593	Flooring Central	420 Park Avenue	Perth Amboy	NJ	8862	Mitchell	732-324-0885
0144602	Flooring Concepts	289 Route 33	Manalapan	NJ	7726		732-409-7600
0208008	Flooring Edge	5139 Lapeer Road	Kimball	MI	48074		810-982-3343
0214207	Flooring Foundation Corp	5 Garner Road	Bloombsury	NJ	8804		908-235-2920
3520971	Flooring Solutions	3062 Eaton Avenue	Indian Trail	NC	28079	Ed Wolley	704-234-5001
0149220	Flooring Solutions Inc.	605 W. Howard Lane Suite 200	Austin	TX	78753		512-335-8089

0139533	Flooring Solutions of Nevada	4275 W Reno Ave	Las Vegas	NV	89119		702-399-9003
0115208	Flooring Systems of AZ	3501 E Golf Links	Tucson	AZ	85713		520-745-0292
0219226	Forward Space LLC	650 N Wood Dale Road	Wood Dale	IL	60191	Nick H.	312-942-1100
	Foundation Flooring, LLC	4100 North Powerline Rd #B-3	Pompano Beach	FL	33073		954-466-9422
0030351	Franklin Floors, Inc.	85 Park Avenue	Nutley	NJ	7110	Diane Donadia	(973) 667-5151
3609917	Freedom Flooring Solutions	12100 Castle Pines Dr	Beltsville	MD	20705	Tamlin Antoine	202-480-6461
3609917	Freedom Flooring Solutions	8115 Maple Lawn Blvd, Suite 350	Fulton	MD	20759	Tamlin Antoine	202-480-6461
0156506	Garry Flooring & Hometown Furnishings	2020 N. State St.	Belvidere	IL	61008	Garry Combs	815-544-4200
	Garry Flooring & Hometown Furnishings	1113 Algonquin Rd.	Algonquin	IL	60156	Garry Combs	847-458-2345
0005884	Gary Leimer, Inc.	610 E 55th Avenue, Ste 450	Denver	CO	80216	Douglas Lenon	303-297-9261
0214530	Gato Flooring, LLC.	54 Franklin Square St.	Utica	NY	13502		516-223-3855
0223047	Genesis Floor Covering Inc.	14101 Port Lavoy Ave	Santa Fe Springs	CA	90670	Tracy Koh	562-345-5007
0234291	Georgia Commercial Floors	443 Elm Street	Calhoun	GA	30701		706-383-6569
44140	Georgia Quality Carpet Outlet	7112 Grange Hall Rd	Holly	MI	48442	Jerry Kennedy	800-521-2296
	Global Office Solutions	22759 Heslip Drive	Novi	MI	48375	Brian Reynolds	800-331-8990
0231748	Government Painting & Flooring	5665 Atlanta Hwy, Suites 103-134	Alpharetta	GA	30004		844-651-1990
33534	Great Floors, LLC	505 E. Front Ave	Coeur d' Alene	ID	83814	James	208-664-5405
0212842	Greenfield Flooring, LLC.	235 Middle Rd	Henrietta	NY	14467		585-444-0105
0004328	Hage Carpet, Co.	4661 Commercial Dr	New Hartford	NY	13413	Joseph Hage	315-736-4401
0007157	Hannon Floor Covering Corp.	1119 Springfield Rd.	Union	NJ	7083	James Hannon Jr.	908-686-6333
0202031	Harold W. Thompson, Inc.	2580 Teepee Drive, Unit B	Stockton	CA	95205	Stacey Dunnagan	209-948-3501
0008892	Hauptman Floor Covering, Co.	307 Central Ave	Jersey City	NJ	7307	Gary	201-659-5195
0210466	Henricksen	1101 W. Thorndale Ave	Itasca	IL	60143	Sandu	630-250-9090
	Henricksen	1101 West River Parkway	Minneapolis	MN	55415		612-455-2200
0002993	Henry's Carpet	619 Broadway Drive	Bean Station	TN	37708	Missy Wells	865-993-3386
0026428	Hodgman's Inc.	4565 Carolina Ave Building G	Richmond	VA	23222		804-550-1602
0218299	HomeChoice Windows & Doors	8719 Kingston Pike	Knoxville	TN	37923		865-357-7007
0188412	Ibex Flooring	2925 N Martin St.	Spokane	WA	99207	Dan	509-327-3331
0021438	Ideal Floor Covering, Inc.	882 Main St	Falmouth	MA	2540	Kerry J. Manoli	508-540-3320
	Image Flooring						
7012804	Imperial Floor Covering, Inc.	49716 Martin Drive	Wixom	MI	48393		248-669-3737
0206791	Incredible Floors	3000 Shawnee Industrial Way	Suwanee	GA	30024		770-945-0033
3520338	Jenkins Contract Flooring LLC	112 Western Breeze Dr.	Forth Worth	TX	76126	Jamey Jenkins	817-807-5552
0021723	JJJ Floor Covering, Inc.	4831-A Passons Blvd.	Pico Rivera	CA	90660	Griselda Gutierrez	
0004319	John Mazzullo and Sons of Onelda	104 Upper Lenox Ave	Onelda	NY	13241	John Mazzullo	315-363-2390
0189515	Johnson Commercial Interiors	4034 Chicago Dr.	Grendville	MI	49418		616-531-3100
0003273	Johnson Floors Co.	9690 55th Street	Countryside	IL	60525		708-354-5510
0229985	JP Paracca Tile & Marble LLC	216 Meade Street	Pittsburgh	PA	15209	Corey	412-821-1308
0044291	Kanters Carpet	99 Fulton St.	White Plains	NY	10606		914-949-6517
0015122	Kingston Tile Company LTD	731 Oakridge Drive	Romeoville	IL	60446	Jason Adams	815-552-2168
0224712	KYA Services LLC	1800 East McFadden	Santa Ana	CA	92705		714-659-6476
0019605	L & M Tile Flooring Covering	6156 Mechanicsville Tpke	Mechanicsville	VA	23111		804-730-3016
	L&M Office Furniture LLC dba Progressive Interiors	4319 SW 21st	Oklahoma City	OK	73108	Aaron St. Clair	405-947-5499
0030685	Lansing Tile & Mosaic Inc	2210 Apollo Drive	Lansing	MI	48906		517-321-5307
	Larson Equipment & Furniture Co.	1000 E. State Parkway, Unit F	Schaumburg	IL	60173		847-705-0460
0229142	LBJ Flooring	Suite 2600 1 Gateway Center Way	Newark	NJ	7102		973-353-6207
0098671	Leominster Floor Covering, Inc.	539 Lancaster Street	Leominster	MA	1453		978-466-9441
0218824	Levinson Consulting dba Carpets of Arizona	480 E. Warner Road, STE 4	Chandler	AZ	85225		480-558-9777
	Liberty Interiors, Inc.	2801 Division St.	Metairie	LA	70002		504-885-4040
0000535	Lindsay's Carpet & Paint Center	110 E Central Aveune	LaFollette	TN	37766	Sam	423-562-6683
0003403	Unoleum & Carpet Center Inc dba Flooring America	1711 E. Anamosa St.	Rapid City	SD	57703	Cliff Vanderbush	
0036440	Lockwood Carpets	7012 George Washington Memorial Hwy	Gloucester	VA	23061		804-693-2372
0219133	Luxury Flooring Warehouse LLC	34 Executive Dr	Danbury	CT	6810	Walter Stever	203-300-5678
9118	Marshall Carpet & Tile Inc	1451 SOM Center Road	Mayfield Heights	OH	44124	Matt Wein	440-449-4977
0002971	Master Craft Floors	15001 Fogg Street	Plymouth	MI	48170		313-387-7000
	Messina Floor Covering, LLC	4300 Brookpark Road	Cleveland	OH	44134	Rick Waite	440-552-3094
0006629	Metro Floors, Inc.	5620 District Blvd., Ste. 105	Bakersfield	CA	93313	Brian Van Boening	661-835-4680
0200573	Michael Carpet & Flooring	710 Myrtle Ave	Boonton	NJ	7005		973-257-7277
0230224	Midway Flooring	10216 Werch Dr Ste 114	Woodridge	IL	60517		630-296-0122
	Mike Bierfreund, LLC.	1108 Van Lieu Ct.	Kissimmee	FL	34744	Mike Bierfreund	407-933-7883
0007091	Mill End Enterprises	80 Charlotte St.	Asheville	NC	28801		828-252-1594
0093921	Modern Tile & Carpet, Inc.	1330 N. Illinois Ave.	Carbondale	IL	62901		618-457-5255
0022891	Moore Flooring	5497 Vine St.	Chino	CA	91710		909-313-5872
0138034	Munson Business Interiors	2307 River Rd	Louisville	KY	40206		502-589-1236
0189356	Murphy & Jones	4040 Nashville Ave	Chicago	IL	60634		773-794-7900
0203194	Music City Floors, Inc.	742 Freeland Station Rd	Nashville	TN	37228		615-891-7392
0201046	Norcon Industries, Inc.	5412 E. Calle Cerritos	Guadalupe	AZ	85283	Edward Norris	480-839-2324
0176778	Northeast Flooring & Kitchens	17 Kennedy Drive	Putnam	CT	6260	Dominic Rovero	860.928.6111
0222713	Nu Veterans Construction Services, Inc.	950 W. 45th St.	Chicago	IL	60609	Nicholas A.	630-768-7726
	OHI, LLC	106 Garlich Drive	Elk Grove Village	IL	60007	Rick C.	847-541-4848
0136616	PAR Corporation dba TeamPAR	354 Route 206	Flanders	NJ	7836		973-292-0089
0224109	Pleasant Global Solutions	38881 Lochmoor Dr.	Solon	OH	44139		216-509-0097
0231516	Precision Flooring Services LLC	1124 Roan Lane	Alexandria	VA	22302	Chris Jay	888-765-4737
0007785	Professional Diversified Flooring	4 Vanderbilt	Irvine	CA	92618		949-457-8660
0222796	Progressive Flooring Solutions LLC	140 Weiss Terrace	Raritan	NJ	8869		908-581-2073
0003818	Pucci Carpets Inc.	62 Pleasant St.	Westerly	RI	2891		401-596-4656
3596882	Puccikamps Flooring Plus	12 Dirks Road	Batesville	IN	47006		812-934-3944
0193851	R&L Tile	1501 Harlow St.	Altoona	WI	54720		715-832-8775
1921865	Race Carpet & Vinyl	600 E 3rd St	Russellville	AR	72811	Raquel Sopp	479-968-6174
0000525	RCC Flooring, LLC	2901 Ridgelake Drive Suite 217	Metairie	LA	70002		800-899-6331
0233435	RD Weis LLC	200 Clearbrook Road #142	Elmsford	NY	10523		914-879-5608
0219102	Redline Managment	5186 Northwest Hwy	Crystal Lake	IL	60014		815-459-3113
7007777	RFS Commercial Inc	280 North Midland Avenue Building M, Unit #220	Saddle Brook	NJ	7663	Robert Pizzuto	201-796-0006
0014656	Richardson's Interiors' Inc.	3315 N. 35th Ave	Phoenix	AZ	85027		602-484-7198
0211102	RJ Commercial Flooring	1016 Reno Ave Ste E	Modesto	CA	95351		209-408-0198
0228313	Robert's Flooring LLC	516 Lapalco Blvd Suite A	Gretna	LA	70056		
0060886	Rockford Business Interiors Inc. (McRoy)	6869 Old Katy Road	Houston	TX	77024	Elizabeth	713-862-4600
0128287	Rubenstein's Contact Carpet LLC	3611 SW Hood Avenue, Suite 222	Portland	OR	97239		503-224-1007
0225074	Rus Fair Commercial & Industrial, Inc.	3646 George F. Hwy.	Endwell	NY	13760	Timothy Smith	607-748-7366
0027352	S Lee Smith Jr. Inc. T/A Value Carpet One	1530 N Salisbury Blvd	Salisbury	MD	21801		410-742-2016
84222	Sanders Hyland Corporation	1640 Varner Dr.	Mobile	AL	36660		251-661-1952
0053215	Sands Commercial Floor Coverings Inc.	180 Bentley St.	Markham	ON	L3R 3L2	David Breen	905-475-6380
3595039	Santis Flooring LLC	107-C Creek Ridge Road	Greensboro	NC	27406		336-674-5972
	School Speciality, Inc.	100 Paragon Pkwy	Mansfield	OH	44903	Scott Kurtzman	419-589-2100
0136874	SCO Enterprise	346 Route 6 Unit 4	Mahopac	NY	10541		845-621-9893
0125162	SCS Flooring Systems	5 Peters Canyon Rd., Suite 130	Irvine	CA	92608		714-542-2146
0100902	Seelye Group Ltd.	1411 Lake Lansing Rd.	Lansing	MI	48912	Gary Seelye	517-267-2007
0002486	Sharp-Carter Corporation	2605 Branchwood Dr	Greensboro	NC	27408	John Hoots	336-282-8210
0113618	Shock Brothers Floorcovering, Inc.	20320 Cornille Drive	Roseville	MI	48066		586-585-7470
	Shop from Home Flooring	133 Mount Vernon Ave.	Augusta	ME	4330	Charley	207-626-3100
0052111	Signature Carpet One Floor and Home	39065 Fremont Hub	Fremont	CA	94538		510-270-2479
0218803	Signature Floors Inc.	36-09 Vernon Boulevard	Long Island City	NY	11106		718-706-1529
0166313	Silverstri Carpet	2810 Coddington Ave	Bronx	NY	10461	Joseph	718-824-0900
3601972	Smart Business Source	1940 Northwood Drive	Troy	MI	48084		248-577-0740
0047541	Southeastern Commerical Flooring, Inc.	193 Stockwood Dr.	Woodstock	GA	30188		770-591-9980
0234885	Southern Flooring	1940 Thomasville Rd.	Tallahassee	FL	32303	Steve Birkelbach	904-838-8395
0018967	Spectra Contract Flooring	10415 E 49th Ave.	Denver	CO	80238		303-778-8665
0001120	Spectra Contract Flooring - Georgia	6684 Jimmy Carter Boulevard, Suite 500	Norcross	GA	30071		770-729-2700
0007328	Spectra Holdings, Ind dba Spectra Contract Flooring	925 Florida Central Pkwy	Longwood	FL	32750	Matthew Moon	407-475-1144
0220469	St. George Flooring	3146 E Deseret Dr, Suite A	St. George	UT	84790	Jesi Pace	435-414-0202

0185292	Stanly Interiors, Inc.	1943 E Main St	Albemarle	NC	28001		704-983-3164
0118026	Storr Office Environments	10800 World Trade Blvd	Raleigh	NC	27617	Jack R. King	919-313-3700
0168647	Stratos Solutions	803 Pressley Road, Suite 105	Charlotte	NC	28217		703-476-6042
	Superior Floor Coverings	5154 M-21	Corunna	MI	48817		517-881-5735
0030017	Superior Flooring	1700 W. Main St	Willimton	OH	45177	Michelle	937-382-1615
0026607	T&D Interiors	3626 Allentown Rd.	Lima	OH	45807	Brad Sellover	
0214002	T.F. Andrew Carpet One Floor & Home	607 Main St	New Rochelle	NY	10801		914-654-8000
0051301	Taubas Carpet and Tile	893 Hempstead Turnpike	Franklin Square	NY	11010	Michael	516-437-5100
0198325	TC Flooring	48 W Main Street	Fonda	NY	12068	Tracy Craig	518-853-3666
1977214	Ted McCain Co. Inc.	208 E. Market St.	Louisville	KY	40202		502-584-7181
3604437	The Library Furniture Guy	8465 Ledge Circle	Trussville	AL	35173	Chris	205-877-3131
0044295	The Rug Shop, Inc.	19 Alice Street	Binghamton	NY	13904	Rudy Paoletti, Jr.	607-343-6984
0058239	The Rug Shoppe	1690 E President St	Savannah	GA	31404		912-232-8197
0028413	The Workman Company	2917 Armory Dr	Nashville	TN	37222		615-244-8262
0005595	Thomas Flooring Covering dba United Floor Covering	312 W. Main Street	Merced	CA	95340		209-722-1509
0021096	Thomas Interiors	476 Brighton Drive	Bloomington	IL	60708		630-980-4200
0044872	Treptow Floor Covering	71 Crooks Avenue Suite 3	Clifton	NJ	7011	Michael Mayer	973-478-8122
3520384	TSI Commercial Flooring Covering	3611 N. Staley Road Suite #1	Champaign	IL	61822		217-328-7321
1435486	Turlock Floor Covering	228 N 1st St	Turlock	CA	95380	Randy Steeley	209-632-4680
0001942	Universal Metro	12253 East Florence Avenue	Santa Fe Springs	CA	90670		562-906-8484
0109605	Value Plus Flooring, LLC	3109 Neil Armstrong Blvd	Eagan	MN	55121	John	
0071719	W2W Commercial Flooring	10718 W Executive Dr.	Boise	ID	83713	Clayton	208-376-0136
0055173	Ward Furniture & Flooring	180 IH 45 S	Huntsville	TX	77340	Daniel Ward	936-295-2514
0004536	WC Carpenter	5890 Thurston Ave.	Virginia Beach	VA	23455		757-460-1101
1971209	Weiffenbach Marble & Tile	150 Lau Pkwy	Clayton	OH	45315		
0018792	West Carpets, Inc.	385 St. George Avenue	Rahway	NJ	7065		732-499-8221
0208420	Westworx LTD	3959 Earleton Rd	Downers Grove	IL	60515		630-435-5360
0002634	Whitt Carpet and Tile	3170 W. Main St.	Salem	VA	24153		540-765-4747
0062070	Will's Carpet One Floor and Home	651 E Main St	Batavia	NY	14020		585-300-0019
01940243	Wilson Tile & Carpet	40 Whisper Wind Circle	Ogdensburg	NY	13669	Roger Wilson	315-934-8559
0233376	WNY Tile and Stone Corp	139 Division Street	North Tonawanda	NY	14120		716-957-3722
0194826	Workspace Solutions LLC	6900 N Bryant Ave	Oklahoma City	OK	73121		405-848-2224
0058994	Worldwide Wholesale Floorcovering	1055 Route 1 South	Edison	NJ	8837		732-906-1400
1217504	Yates Flooring	1901 W Loop 289 Ste 11	Lubbock	TX	79407		806-795-0070
0192186	Amparan Flooring Inc	1469 Simpson st	Kingsburg	CA	93631		248-307-1850
3500312	Professional Finishing Systems	650 N 137th ave, suite 130	Goodyear	AZ	85338		480-399-7028
0133436	C&S Flooring Systems, Inc	1001 S 5th st	San Jose	CA	95112	Conrad	408-436-1207

Please email Sarah Mullins, sarah.mullins@shawinc.com, to have your dealer request reviewed.

*Dealers subject to removal at Shaw Industries, Inc. discretion.

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

Contractors shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Contractors is not responsible.

The undersigned Breann Creech
(Enter Name of Person Making Certification)
as Director of Operations
(Enter Title of Person Making Certification)
and on behalf of Midway Flooring
(Enter Name of Business Organization)

certifies that Contractor is:

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: 36-4889967
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation

Illinois
(State of Incorporation)

1/8/2018
(Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐	Small Business ☐
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☐	Not Applicable ☒
Disabled-Owned ☐	

How are you certifying? Certificates Attached ☐ Self-Certifying ☒

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [] Small Business []
 Women-Owned [] Prefer not to disclose []
 Veteran-Owned [] Not Applicable []
 Disabled-Owned []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No []

The Contractor is authorized to do business in the State of Illinois.

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No []

The Contractor is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes ☒ No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No []

During the performance of this Project, Contractor agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Contractor shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other

agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Contractor or any subcontractor of a Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at _____).

The undersigned Contractor further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link:

The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes ☒ No ☐

In the manner and to the extent required by law, this RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Contractor shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes ☒ No ☐

In the manner and to the extent required by 1-16-7 (Construction Bidding and Contracts) applicable to Village Code, on Village public works projects with a value of \$25,000 or more, the contractor must comply with the specific criteria set forth therein and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

(1) Participation in apprenticeship and training programs ("Apprenticeship Programs") applicable to the work to be performed by Contractor on the project;

(2) the applicable Apprenticeship Programs must be approved by and registered with the United States Department of Labor's Office of Apprenticeship or the Illinois Apprenticeship Office; and

(3) the applicable Apprenticeship Programs must have graduated at least five (5) apprentices in each of the preceding five (5) years for each of the construction crafts the Contractor will perform on the project.

Proof of Compliance for the following Apprenticeship Programs is attached hereto:

Program Name(s): Mid America Carpenters
Brief Description of Program(s): Pension, Supplemental
retirement & apprentice training

Applicable Trades Covered by Apprenticeship Programs: Carpenters

10) OBLIGATION TO UPDATE: Yes ☒ No ☐

Contractor agrees and understands that Contractor has a continuing obligation to report any material changes to their status as it pertains to any of the items contained in Chapter 1-16-7, at any time. Such changes must be reported in writing to the Village within 14 days of its occurrence. Contractor Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

11) TAX COMPLIANT: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Contractor Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Paul Colando

Signature of Authorized Officer

Paul Colando

Name of Authorized Officer

President

Title

3/5/2026

Date



ORLAND PARK

DISCLOSURE TYPE:

☐ Original
☐ Amended
☐ 1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box ☒ Vendor ☐ Official

(2) For Vendor

☒ I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

☒ I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

N/A

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

N/A

(5) Provide the date(s) [month/year] of engagement or expected engagement:

N/A

2025/11/11

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Breann Creen as Director of Operations and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Midway & Co. certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: [Signature]

Date: 1/6/2025

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O'Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwara

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all
be provided.

noted in the left column in type

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit	<u>LIABILITY UMBRELLA</u> (Follow Form Policy) ☒ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate ☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ☒ Other: \$6,000,000.00 EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
<u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.	<u>PROFESSIONAL LIABILITY</u> ☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed \$50,000 without prior written approval
<u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate	☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction ☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site ☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage ☒ CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)
Commercial General Liability Coverage The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 6th DAY OF January, 2026


Signature

Breann Creech

Printed Name & Title

Authorized to execute agreements for:

Midway Flooring

Name of Company

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- Page 1 of 1
-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**: The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s), or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "our work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Nicole Warble	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 224-366-1590	E-MAIL ADDRESS: Nicole_Warble@ajg.com	
INSURED Midway Flooring, Inc. 10216 Werch Drive Suite 114 Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Acuity, A mutual Insurance Company		14184
	INSURER C: Accident Fund Insurance Company of America		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 720997245 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ZS0390	8/2/2025	8/2/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZS0390	8/2/2025	8/2/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZS0390	8/2/2025	8/2/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100096435	8/2/2025	8/2/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime/Third Party Retention			83 KB 0505086-25	2/9/2025	2/9/2026	Limits Deductible \$1,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are shown as additional insured solely with respect to General Liability as evidenced herein on primary/non-contributory basis as required by written contract with respect to work performed by the named insured. A waiver of Subrogation applies in favor of Additional Insureds with respect to General Liability and Workers compensation policies as evidenced herein as required by written contract.

CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Avenue Orland Park IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08/02/2025**
Insured **MIDWAY FLOORING, INC.**

Policy No. **100096435**

Endorsement No.

Premium: **\$0**

Insurance Company **ACCIDENT FUND
INSURANCE COMPANY OF
AMERICA**

Countersigned by _____

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury* or *property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,
LESSEES OR CONTRACTORS)**

CG-7277(10-01)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an insured:
 - a. Any person or organization for whom you have performed operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy for completed operations;
 - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.

Such person or organization is an insured only with respect to liability included in the *products-completed operations hazard* arising out of *your work* performed and subject to the contract or agreement described in item 1.

2. The insurance afforded to these additional insureds does not apply to:

- a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or
- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.

EXCLUSION - HABITATIONAL EXTERIOR INSULATION FINISH SYSTEMS

CG-7278(8-19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The following exclusion is added:

This insurance does not apply to *bodily injury* or *property damage* included in the *products-completed operations hazard* or to *personal and advertising injury* arising out of:

- a. The design, manufacture, sale, service, handling, construction, fabrication, preparation, installation, application, maintenance, disposal or repair, including remodeling, service, correction or replacement of an *exterior insulation and finish system* or any part thereof;
- b. The application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealant in connection with an *exterior insulation and finish system*;
- c. Any method or procedure used to correct problems with an installed or partially installed *exterior insulation and finish system*; or
- d. Any work or operations performed on or to an *exterior insulation and finish system* or any component thereof or on or to a building or structure to which an *exterior insulation and finish system* attaches that results, directly or indirectly, in the intrusion of water or moisture, including any resulting fungus, mold, mildew, virus or bacteria and any mycotoxins, spores, scents or byproducts thereof, into or on any part of the building or structure on which you performed such work or operations.

This exclusion applies only if the *exterior insulation and finish system* is or was attached to a building or structure used solely for *habitational* purposes.

This exclusion applies to *bodily injury*, *property damage*, or *personal and advertising injury*:

- a. Arising out of work or operations, as described in 1 above, whether performed by you or on your behalf.
 - b. For which you assume liability in a contract or agreement, regardless of whether such contract or agreement is an *insured contract*.
- #### 2. The following is added to Section V - Definitions:
- a. An "*Exterior insulation and finish system*" (EIFS) is a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat. It includes, but is not limited to, synthetic stucco or a similar system that is an exterior cladding or finish system used on a building or structure consisting of:
 - (1) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials or a rigid or semi-rigid substrate;
 - (2) The adhesive and/or mechanical fasteners used to attach the insulation board to substrate or the substrate to the structure including any water-durable exterior wall substrate;
 - (3) A reinforced or unreinforced base coat or mesh;
 - (4) A finish coat providing surface texture to which color may be added; and
 - (5) Any flashing, caulking or sealant used with the system for any purpose.
 - b. "*Habitational*" means single or multifamily housing, including apartments, condominiums, townhouses or planned unit developments.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all

such hazards at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods,

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the auto but only with respect to a covered auto.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of loss, one deductible will apply.
 - a. If more than one auto of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one auto of the combination is damaged or stolen, the deductible shown in the Declarations for that auto will apply.
3. The deductibles will not apply to loss caused by a collision of a covered auto with any other auto insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an accident, claim, suit or loss by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of accidents, claims, suits or loss shall have received such notice from the agent or employee.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for bodily injury or property damage arising out of your use of a covered auto which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the accident causing bodily injury or property damage.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to autos hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of bodily injury is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If loss to property covered by these extensions is the result of a loss to the covered auto under this Coverage Form's Comprehensive or Collision Coverage, then for each covered auto our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:

- a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. Thirty days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:

- a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The First Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Contractual Risk Transfer Evaluation Summary

Date 1/6/26

Vendor/Contractor Name: Midway Flooring, Inc.
Contract/Project Name/ #: Police Department & Civic Center Flooring
Contract Type: ☒ Contractor ☐ Prof. Svcs ☐ Goods Only ☐ MSA
MSA Title
Type of Work: Flooring
Contract/Project Summary: Police Department & Civic Center Flooring
Policy Expiration Date: 8/2/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$6m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$6M/\$6M	☒ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☐ Yes	☐ No	☒ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☒ Yes	☐ No	☐ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: ISO CG 20 33	☒ Yes	☐ No	☐ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works

Date 12/15/2025

Division (if applicable) NRF

Description of Good/Service Police Department and Civic Center Flooring Project

Manufacturer or Supplier Midway Flooring, Inc.

Dollar Amount \$343,322.35

Co-op Purchasing Contract # Sourcewell Contract #080819

Have Adequate Funds Been Budgeted For This Purchase? Yes ☒ No ☐

Account number(s) 1008010-570100 (PD) and 2008010-570100 (Civic Center)

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- | | |
|---|--|
| ☐ One-of-a-Kind | The commodity or service has no competitive product alternatives available on the market. |
| ☐ Compatibility | The commodity or service must match existing brand of equipment for compatibility. |
| ☐ Replacement Part | The commodity is a replacement part for a specific brand of existing equipment. |
| ☐ Operation Continuity | The commodity or service is needed to maintain operational continuity. |
| ☐ Unique Design | The commodity or service must meet physical design or quality requirements. |
| ☐ Delivery Date | Only one supplier can meet necessary delivery requirements. |
| ☐ Emergency | <u>PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.</u> |
| ☐ Other | |

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

☐ Relevant documentation attached

- ☐ I compared the proposed price to prices I previously paid for the same or similar services.
- ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- ☐ I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- ☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- ☐ The price is set by law or regulations.
- ☐ Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|---|--|
| ☐ <u>State of Illinois Joint Purchase Program</u> | ☐ <u>Omnia Partners - Public Sector</u> |
| ☐ <u>NWMC/Suburban Purchasing Cooperative</u> | ☐ <u>National Intergovernmental Purchasing Alliance</u> |
| ☐ <u>The GSA Schedules</u> | ☐ <u>The National Cooperative Purchasing Alliance</u> |
| ☒ <u>Sourcewell</u> | ☐ <u>HGACBuy</u> |
| ☐ <u>Nat'l Association of State Procurement Officials (NASPO) ValuePoint</u> | ☐ <u>Municipal Partnering Initiative (MPI)</u> |
| ☐ <u>Choice Partners Cooperative</u> | ☐ <u>Midwestern Higher Education Compact</u> |
| ☐ <u>The Interlocal Purchasing System (TIPS)</u> | ☐ <u>National Purchasing Partners (NPPGov)</u> |
| ☐ <u>Purchasing Cooperative of America</u> | ☐ <u>1Government Procurement Alliance (1GPA)</u> |
| ☐ <u>Good Buy Purchasing Cooperative</u> | ☐ <u>National BuyBoard (BuyBoard)</u> |
| | ☐ Other: _____ |

Requested By:

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Staff Contact <u>Mike Mazza</u>	<u>Mike Mazza</u>	<u>12/15/2025</u>

Department Head <u>Joel Van Essen</u>	<u>Joel Van Essen</u>	<u>12/15/2025</u>
--	-----------------------	-------------------

Did legal review Terms & Conditions from vendor, if applicable? ☐ Yes ☒ No ☐ N/A

Have you received a CRT summary from the Risk Manager? ☐ Yes ☒ No ☐ N/A

From: [Christina K. Wernick](#)
To: [Ivana Lisnich](#)
Cc: [Mike Mazza](#); [Brandi Watson](#)
Subject: RE: Contract with Midwest Flooring
Date: Monday, March 9, 2026 3:14:36 PM
Attachments: [image002.png](#)

[External Mail] Use caution with links and attachments.

Ivana,

They do not. You are correct. Subcontractors don't have to evidence RBO compliance, and the self-performance requirement was not in place at the time Midwest Flooring was awarded the work.

Christina



Christina K. Wernick | Partner

Laner Muchin, Ltd.

t: [\(312\) 467-9800](tel:(312)467-9800)

m: [\(312\) 307-3705](tel:(312)307-3705)

cwernick@lanerlaw.com

www.lanerlaw.com

515 North State St. Suite 2400, Chicago, IL 60654

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From: Ivana Lisnich <ilisnich@orlandpark.org>
Sent: Monday, March 9, 2026 3:05 PM
To: Christina K. Wernick <cwernick@lanerlaw.com>
Cc: Mike Mazza <mmazza@orlandpark.org>; Brandi Watson <bwatson@orlandpark.org>
Subject: Contract with Midwest Flooring

EXTERNAL SENDER

Hi Christina,

I have a contract with Midwest Flooring that went to the Board on December 15, 2025. Midwest Flooring is using a subcontractor for the installation of carpets. Do they need to send us any RBO documents given they are using a subcontractor?

The contract was also awarded before the new rule that 25% of services have to be performed by the contractor was adopted.

Thank you.

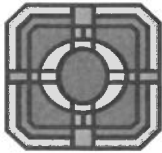
Ivana Lisnich | Management Analyst
Village of Orland Park | Public Works
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6359 | ilisnich@orlandpark.org



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VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0981

File ID: 2025-0981

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/21/2025

Agenda Entry: Police Department and Civic Center Flooring Project

Final Action: 12/15/2025

Title: Police Department and Civic Center Flooring Project

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Civic Center Flooring, Proposal - PD
Flooring, Sole Source Request Form

Res/Ord Number:

Drafter:

Hearing Date:

**Department
Contact:**

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/21/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/15/2025	APPROVED				Pass

Text of Legislative File 2025-0981

..Title

Police Department and Civic Center Flooring Project

History

Guided by the 2022 "Facilities Condition Assessment," the Public Works Department has been working on carpeting replacement projects at various Village buildings, including the Civic Center, Orland Park Health and Fitness Center, FLC, SportsPlex, Public Works, Veteran's Center, and Village Hall. Public Works has worked with Midway Flooring, Inc., who participate in Sourcwell Contract #080819, on many of these flooring projects. On all accounts, the staff from Midway Flooring have provided excellent customer service and high quality installation services.

As such, Public Works requested proposals from Midway Flooring, Inc. to complete the replacement of the flooring at the Police Department and Civic Center Annex ("Police Department and Civic Center Flooring Project"). The submitted proposals are based on

Sourcewell Contract #061323-SII. Plans showing the location of the flooring replacement areas are attached for reference and a summary of the proposal prices is provided below:

Proposal Summary

Police Department Flooring: \$273,303.45

Civic Center Annex Flooring: \$50,018.90

Total: \$323,322.35

Based on the provided co-op (Sourcewell) proposal prices and company qualifications, staff recommends approving proposals from Midway Flooring for a total of \$323,322.35. A contingency of \$20,000.00 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposal was signed, for a total contract price not to exceed \$343,322.35.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

Financial Impact

Funding for flooring repairs FY2026 was budgeted in the amount of \$275,000.00 in account 1008010-570100 for the Police Department, while \$75,000.00 was budgeted in account 2008010-470100 for the Civic Center Annex, resulting in a total of \$350,000.00 available for the Police Department and Civic Center Flooring Project.

Recommended Action/Motion

I move to approve participation in joint purchasing cooperative Sourcewell pursuant to Contract #061323-SII and authorize the approval and execution of a vendor contract with Midway Flooring, Inc. for the Police Department and Civic Center Annex Flooring Project, based on Midway Flooring, Inc.'s proposals JE005154-001 and JE005500-001, both dated 11/04/2025, for a total of \$323,322.35 plus a \$20,000.00 contingency for a not-to-exceed contract price of \$343,322.35;

AND

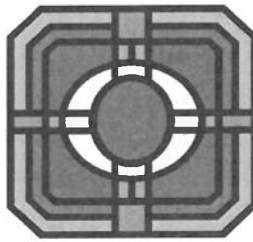
Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, December 15, 2025

7:00 PM

Village Hall

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

2025-0981 Police Department and Civic Center Flooring Project

Guided by the 2022 "Facilities Condition Assessment," the Public Works Department has been working on carpeting replacement projects at various Village buildings, including the Civic Center, Orland Park Health and Fitness Center, FLC, SportsPlex, Public Works, Veteran's Center, and Village Hall. Public Works has worked with Midway Flooring, Inc., who participate in Sourcewell Contract #080819, on many of these flooring projects. On all accounts, the staff from Midway Flooring have provided excellent customer service and high quality installation services.

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AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

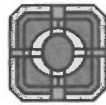
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

December 19, 2025

Jack Foley
Midway Flooring, Inc.
10216 Werch Dr, Ste #114
Woodridge, IL 60517

NOTICE OF AWARD – PD and Civic Center Flooring Project

Dear Mr. Foley

This notification is to inform you that on December 15, 2025, the Village of Orland Park Board of Trustees approved awarding Midway Flooring, Inc. the contract in accordance with the proposals JE005154-001 and JE005500-001, you submitted dated November 4, 2025, for the PD and Civic Center Flooring Project for \$323,322.35, plus a contingency of \$20,000.00, for a total not-to-exceed amount of three hundred forty-three thousand three hundred twenty-two and 35/100 (\$343,322.35) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 7, 2026.

- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Certificate of Compliance
- Insurance Requirements Form
- Business Relationship Disclosure Form

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted Ivana Lisnich, Management Analyst, at ilisnich@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mazza', with a stylized, cursive script.

Mike Mazza

Operations Manager – Natural Resources and Facilities

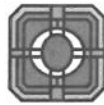
MAYOR

James Dodge

VILLAGE CLERK

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Orland Park, IL 60462
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orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

March 9, 2026

Jack Foley
Midway Flooring, Inc.
10216 Werch Dr, Ste #114
Woodridge, IL 60517

NOTICE TO PROCEED – PD and Civic Center Flooring Project

Dear Mr. Foley,

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20260114 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

