

**Region 4 Education Service Center (ESC)**

**Contract # R220504**

*for*

Sport Surfaces, Installation, and Related Material

*with*

**Shaw Industries, Inc.**

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Shaw Industries, Inc., effective April 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **CONTRACT**

*This Contract ("Contract") is made as of April 1, 2022 by and between Shaw Industries, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Sport Surfaces, Installation, and Related Material ("the products and services").*

## **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-05 for Sport Surfaces, Installation, and Related Material ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or

project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein with respect to material and/or services for which it accepts a written order issued under this Contract.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC and Contractor.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. See Section 14.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within a commercially reasonable time of receipt of Purchase Order. If delay in said delivery is anticipated, the Contractor must provide notice as to reasons for the delayed delivery and shall provide an estimated time for completion. The order may be canceled if the estimated shipping time is not acceptable or not as agreed by the parties. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. See Section 22.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice, subject to payment terms and invoicing schedules mutually agreed in the applicable order.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period

of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. The scope of the audit shall be limited to verifying Contractor's compliance with its obligations hereunder, unless for just cause or required by government order, audits shall be conducted no more than once per 12 month period and on at least 30 days' prior written notice.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR MAKES NO OTHER WARRANTIES FOR ANY WORK, PRODUCTS, OR MATERIALS PROVIDED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance. However, in all cases, risk of loss to all materials and work shall pass from Contractor upon delivery to install site.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent arising out of or resulting from negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must



have prior approval from Region 4 ESC. Use of Contractor name and logo permitted above will be subject to reasonable restrictions/acceptable use directives provided by Contractor.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Shaw Industries, Inc.

Address 616 E Walnut Ave

City/State/Zip Dalton, Georgia 30722

Telephone No. 706.879.3519.

Email Address chuck.mcclurg@shawinc.com

Printed Name Chuck McClurg

Title Vice President, Shaw Turf

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R220204

Initial Contract Term March 1, 2022 to February 28, 2025

 2/22/2022  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
Print Name

 2/22/2022  
Region 4 ESC Authorized Board Member Date

Linda Tinnerman  
Print Name

**APPENDIX A**

**DRAFT CONTRACT**

This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"),  
to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in  
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract  
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West  
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these  
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4  
ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all  
attachments referenced herein. In the event of a conflict between the provisions set forth below  
and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and  
private primary, secondary and higher education entities, non-profit entities, and agencies for the  
public benefit ("Public Agencies") may purchase products and services at prices indicated in the  
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless  
terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the  
right to renew the Contract for two (2) additional one-year periods or portions thereof. Region  
4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region  
4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three  
hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the  
initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may  
mutually agree to extend the term of this Agreement. Contractor acknowledges and  
understands Region 4 ESC is under no obligation whatsoever to extend the term of this  
Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right  
to enter local "service" agreements with Participating Public Agencies accessing the contract  
through OMNIA Partners, so long as the effective date of such agreement is prior to the  
expiration of the Contract. All local agreements may have a full potential term (any  
combination of initial and renewal periods) not to exceed five years. Any tasks or  
project agreements executed against this Master Agreement during the effective term may

survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein **with respect to material and/or services for which it accepts a written order issued under this Contract.**
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
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- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC **and Contractor.**
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. ~~Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.~~ Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any **material** obligation, term or condition of the **contract with respect thereto if it also fails to cure such failure within 30 days after it receives written notice of the same from Region 4 ESC, provided that for breach that by nature cannot be cured that for any breach that by nature cannot be cured, termination will be immediate.** Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. ~~Providing material that does not meet the specifications of the Contract;~~
- ii. ~~Providing work or material was not awarded under the Contract;~~
- iii. ~~Failing to adequately perform the services set forth in the scope of work and specifications;~~
- iv. ~~Failing to complete required work or furnish required materials within a reasonable amount of time;~~
- v. ~~Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or~~
- vi. ~~Performing work or providing services under the Contract prior to receiving an authorized purchase order.~~

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. **Omitted.** ~~If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.~~
- c) Delivery/Service Failures. **See Section 14.** ~~Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.~~
- d) Force Majeure. ~~If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.~~

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within **a commercially reasonable time** 7 days of receipt of Purchase Order. If **delay in said** delivery is **anticipated** not or cannot be made within this time period, the Contractor must receive **provide notice as to reasons** authorization for the delayed delivery **and shall provide an estimated time for completion**. The order may be canceled if the estimated shipping time is not acceptable **or not as agreed by the parties**. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. **See Section 22** If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice, **subject to payment terms and invoicing schedules mutually agreed in the applicable order**.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term. **Notwithstanding anything herein to the contrary, all 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, whether before or after the Effective Date. However, the percentage discount off the list prices shall not change during the Term of this Contract.**

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. **The scope of the audit shall be limited to verifying Contractor's compliance with its obligations hereunder, Unless for just cause or required by government order, audits shall be conducted no more than once per 12 month period and on at least 30 days' prior written notice.**
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. **EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR MAKES NO OTHER WARRANTIES FOR ANY WORK, PRODUCTS, OR MATERIALS PROVIDED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.**
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance. **However, in all cases, risk of loss to all materials and work shall pass from Contractor upon delivery to install site.**
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses **to the extent** arising out of or resulting from the **negligent** actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC. **Use of Contractor name and logo permitted above will be subject to reasonable restrictions/acceptable use directives provided by Contractor.**
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.



## Shaw Sports Turf Exceptions

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Shaw Industries, Inc.

Address 616 E Walnut Ave

City/State/Zip Dalton, Georgia 30722

Telephone No. 706.879.3519.

Email Address chuck.mcclurg@shawinc.com

Printed Name Chuck McClurg

Title Vice President, Shaw Turf

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 2/page 2.	Form of Contract	<u>Add to end:</u> "with respect to material and/or services for which it accepts an order issued under this Contract."  <i>No Contract Volume Guarantee. Shaw must retain discretion to approve volumes and schedule for shipment.</i>	
Appendix A, Section 9/page 2.	Contract Alterations	<u>Add to end:</u> "and Contractor".  <i>Do not agree to unilateral amendment of terms.</i>	
Appendix A, Section 11/pp 2-3.	Termination	<u>Restate subsections (a) through (c):</u> "(a) Region 4 ESC reserves the right to cancel any part of this Contract due to failure by Contractor to carry out any material obligation, term or condition of the contract with respect thereto if it also fails to cure such failure within 30 days after it receives written notice of the same from Region 4 ESC; provided that for any breach that by nature cannot be cured, termination will be immediate. (b) Omitted. (c) See Section 14."  <i>Shaw requests limits on right of termination for cause more reasonable for an agreement of this type.</i>	
Appendix A, Section 14/page 4	Delivery	<u>Restate first 3 sentences:</u> "Conforming product shall be shipped within a commercially reasonable time of receipt of Purchase Order. If delay in said delivery is anticipated, the Contractor must provide notice as to reasons for the delayed delivery and shall provide an estimated time for delivery. The order may be canceled if the estimated	

		shipping time is not acceptable or not as agreed by the parties."  <i>Revised to provide Shaw with reasonable protections.</i>	
Appendix A, Section 15/page 4	Inspection & Acceptance	<u>Restate:</u> "See Section 22."  <i>Limited Warranty will control in this respect.</i>	
Appendix A, Section 16/page 4	Payments	<u>Add to end:</u> "...subject to payment terms and invoicing schedules mutually agreed in the applicable order."  <i>Clarifying additional commercial detail to be set per order.</i>	
Appendix A, Section 17/page 4	Price Adjustments	<u>Add to end:</u> "Notwithstanding anything herein to the contrary, all 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, whether before or after the Effective Date. However, the percentage discount off the list prices shall not change during the Term of this Contract."  <i>Clarifying commercial expectation/requirement.</i>	
Appendix A Section 18/page 5	Audit Rights	<u>Add to end:</u> "The scope of the audit shall be limited to verifying Contractor's compliance with its obligations hereunder. Unless for just cause or required by government order, audits shall be conducted no more than once per 12 month period and on at least 30 days' prior written notice."  <i>Shaw proposes reasonably required exceptions on audit.</i>	
Appendix A Section 22/page 5	Warranty	<u>Add to end:</u> "EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR MAKES NO OTHER WARRANTIES FOR ANY WORK, PRODUCTS, OR MATERIALS PROVIDED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE."  <i>Standard disclaimer required in all contracts.</i>	
Appendix A Section 28/page 6	Stored Materials	<u>Add to end:</u> "However, in all cases, risk of loss to all materials and work shall pass from Contractor upon delivery to install site."  <i>Clarifying commercial expectation/requirement.</i>	
Appendix A, Section 30/page 6	Indemnity	<u>Restate:</u> "arising out of or resulting from the actions" as " <u>to the extent</u> arising out of or resulting from <u>negligent</u> actions."  <i>Adjusting scope to be reasonably related to the risk and resulting damage for which Shaw should be responsible.</i>	
Appendix A, Section 31/page 6	Marketing	<u>Add to end:</u> "Use of Contractor name and logo permitted above will be subject to reasonable restrictions/acceptable use directives provided by Contractor."  <i>Reasonable conditions as to use of Shaw logos.</i>	
Exhibit B	Administration Agreement	Should be revised to ensure protections for Contractor the same as in any similar agreements currently existing between the parties. No Guaranteed Contract Sales.	

## Appendix D



### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**Exhibit A**  
**Response for National Cooperative Contract**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Sport Surfaces, Installation, and Related Material. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$80M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage



legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing

customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. **\*Please see Supplier Response attachment (Tab 4\_5 folder)\***

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes  No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes  No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this 4 day of October 2021, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and Shaw Industries, Inc. (“**Supplier**”).

**RECITALS**

**WHEREAS**, the Shaw Industries, Inc. (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective October 5, 2021, Agreement No 22-05, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of sports surfaces and installation (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.



## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

Shaw Industries, Inc.  
d/b/a Shaw Sports Turf  
616 E Walnut Ave  
Dalton, GA 30722

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.


23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR

  
\_\_\_\_\_  
Signature  
Chuck McClurg  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Vice President Shaw Turf  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
October 4, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Sarah Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector  
Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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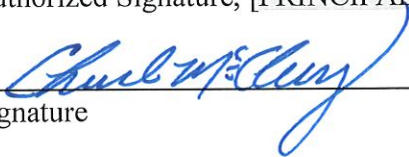
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as VP and Secretary of and on behalf of [Shaw Industries, Inc.] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

  
\_\_\_\_\_  
Signature

Chuck McClurg  
\_\_\_\_\_  
Name

Vice President Shaw Turf  
\_\_\_\_\_  
Title

October 4, 2021  
\_\_\_\_\_  
Date



**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ CM \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CM Initials of Authorized Representative of offeror

**(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(K) Prohibition on certain telecommunications and video surveillance services or equipment – Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.**

As described in Public Law 115-232, section 889, covered telecommunications equipment under Federal Rule (K) include:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment. \

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to Federal Rule (K) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of Federal Rule (K) during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

**(L) Domestic preferences for procurements – Contracts and purchase orders for work or products under a subaward must include a provision that requires the non- Federal entity to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).**

For the purposes of Federal Rule (L), "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CM Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Shaw Industries, Inc.

Version July 27, 2021



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Address, City, State, and Zip Code:  
616 E Walnut Ave Dalton GA, 30722

Phone Number: 706.532.3927 Fax Number:

Printed Name and Title of Authorized Representative:  
Chuck McClurg, Vice President Shaw Turf

Email Address:  
chuck.mcclurg@shawinc.com

Signature of Authorized Representative:  Date: October 4, 2021

## FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards



Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply

to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of\$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

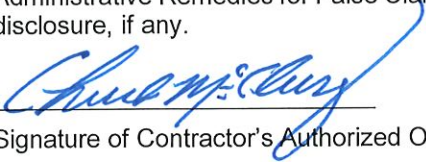
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Shaw Industries, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chuck McClurg

Vice President Shaw Turf

Name and Title of Contractor's Authorized Official

October 4, 2021  
Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### 14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

## 18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K.

- c. As described in Public Law 115-232, section 889, covered telecommunications equipment under 2 C.F.R. § 200.216 include:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 19. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and purchase orders for work or products under a subaward must include a provision that requires the non-Federal entity to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. Part 200, Appendix II, ¶ L.
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Shaw Industries, Inc. d/b/a Shaw Sports Turf

Address, City, State, and Zip Code:  
616 E Walnut Ave Dalton, GA 30722

Phone Number: 706.532.3927 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:  
Chuck McClurg, Vice President Shaw Turf

Email Address: chuck.mcclurg@shawinc.com

Signature of Authorized Representative:  \_\_\_\_\_

Date: October 4, 2021

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Shaw Industries, Inc.

**Organization Address:** 616 E Walnut Ave, Dalton Georgia 30722

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

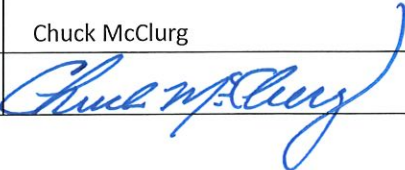
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Chuck McClurg	Title:	Vice President Shaw Turf
Signature:		Date:	October 4, 2021

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, Chuck McClurg (name of affiant) residing in Carlhoun (name of municipality)  
in the County of Gordon and State of Georgia of full  
age, being duly sworn according to law on my oath depose and say that:

I am Vice President (title or position) of the firm of Shaw Turf (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled 22-05 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
ESC Region 4/Omnia (name of contracting unit) relies upon the truth of the statements contained in said Proposal  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
Shaw Contract Services, Inc.

Subscribed and sworn to

before me this day

Chuck McClurg  
Signature

October 4, 2021

Chuck McClurg  
(Type or print name of affiant under signature)

Jason Ashcraft  
Notary public of \_\_\_\_\_

My Commission expires May 10, 2021

(Seal)





**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Shaw Industries, Inc.

**Street:** 616 Walnut Ave

**City, State, Zip Code:** Dalton, Georgia 30722

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

October 4, 2021

***Date***

  
\_\_\_\_\_  
***Authorized Signature and Title***

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

  
\_\_\_\_\_  
Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>\*</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<sup>\*</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

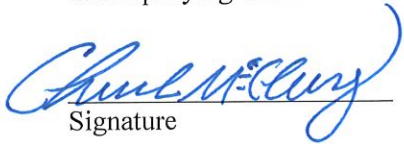
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Shaw Industries, Inc.		
Address:	616 E Walnut Ave		
City:	Dalton	State: Georgia	Zip: 30722

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



\_\_\_\_\_  
 Chuck McClurg                      Vice President Shaw Turf  
 Printed Name                      Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholder information.

Subscribed and sworn before me this 4 day of October 2021. Notary Public Jason Ashcraft, My Commission expires: May 10, 2024. Affiant: Chuck McChung.



**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Chuck McClurg

Title: Vice President Shaw Turf

Signature:



Date: October 4, 2021

DOC #9  
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-05

VENDOR/BIDDER: Shaw Industries, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

- The Vendor/Bidder has no business operations in Northern Ireland; or
- OR**  
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

  
Signature

October 4, 2021  
Date

Chuck McClurg, Vice President Shaw Turf  
Print Name and Title

## Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtm](http://www.usa.gov/Agencies/State_and_Territories.shtm) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT

ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT

LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPH, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT

ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT

COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY,  
INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE  
SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL  
DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD  
DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR

CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE  
DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
OR  
CHRISTMAS VALLEY PARK & RECREATION  
DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL  
DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT  
COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR



CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA

DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLELYD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION  
DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT,  
OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR

HEREFORD COMMUNITY HALL RECREATION  
DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION  
DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
OR  
IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION  
DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL  
SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION  
DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR

LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR

MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKE CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D., OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR

PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLER FIRE PROTECTION DISTRICT, OR  
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR  
RIDGWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR  
RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT  
DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL  
AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT,  
OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR

SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT  
COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL  
DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE  
DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT,  
OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR

UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT,  
OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT



YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

Version July 27, 2021

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT. OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

# OMNIA PARTNERS EXHIBITS

## EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

### 3.1 Company

#### A. Company History

Shaw Industries, a Berkshire Hathaway, Inc. company, is the world's largest carpet manufacturer and leading floor covering provider with more than \$6 billion in annual sales and over 20,000 associates worldwide.

Now, with the marriage of proven tradition and expanding arenas, Shaw applies the same philosophy of innovation that has been woven into more than a decade of legendary carpet manufacturing to the synthetic turf market.

Through substantial assets, investments, key acquisitions and partnerships, Shaw Sports Turf has quickly secured a leadership position as a complete turnkey surfacing company excelling in providing synthetic solutions for sports, commercial, residential landscaping, pet facilities, parks, playgrounds and landfill closures. Shaw Industries acquired Sportexe Construction Service, a successful 20 year veteran of the sports turf industry in 2009. By 2010 Shaw Sports Turf was a fully integrated manufacturing and supply chain for complete control of product quality from design to completion. Also the same year, Shaw Sports Turf contracted the largest synthetic turf sports field installation in the U.S.A., a 1.7 million sq. ft. multi-field sports complex. Closely following the landmark installation, Shaw constructed a 13,000 sq. ft. sports science laboratory, the industry's largest and most advanced lab for product development and testing.

#### B. Number and location of sales persons employed by Supplier

Shaw Sports Turf is comprised of over 100 employees, in all 50 states, dedicated to ensuring successful synthetic turf installations. Each member will benefit from the expertise of our dedicated Texas territory sales manager as well as the dedicated design, project coordination and project management teams located in Calhoun, Georgia. All individuals are trained and highly skilled at ensuring successful turf installations.

#### C. Number and location of support centers (if applicable) and location of corporate office

Shaw Sports Turf corporate office is located in Calhoun, Georgia.

#### D. Annual sales for the three previous fiscal years

2018: \$6,200,000,000

2017: \$5,726,000,000

2016: \$4,900,000,000

#### E. FEIN and Dunn & Bradstreet Report

Our FEIN is 35-2162582 and our Dunn & Bradstreet report is attached.



Shaw Headquarters in Dalton, Georgia



Texas Rangers Globe Life Field, Arlington, Texas



SMU Gerald J. Ford Stadium, Dallas, Texas

## F. Environmental Initiatives

OMNIA and Shaw share a strong commitment to sustainability. Essentially we have developed:

- Products that are easy to recycle and that are made with safe and healthy materials,
- Manufacturing processes that conserve electricity and water and eliminate waste, and
- Recycling mechanisms for our products.

To follow is more detail about our strategies.

### Cradle to Cradle Product Offering

As the industry leader in product innovation and sustainability, we understand the impacts materials have on buildings and the health of people and our planet. Today, 90% of the products Shaw manufactures are Cradle to Cradle Certified, which is the most stringent environmental standard. No other manufacturer comes close to such a vast sustainable offering.

### Safe, Healthy Materials

Product disclosures such as Declare labels and Health Product Declarations provide UCOP with transparency as to the materials in your products. This is important as you ensure the safety of your students, faculty and staff.

### Carbon Neutral Manufacturing

We, too, are committed to reducing our energy intensity and greenhouse gas emissions. Your products will be manufactured in our carbon neutral commercial carpet manufacturing facilities, supporting your energy conservation efforts.

### Reclamation and Recycling

We have recycled nearly 1 billion pounds of residential and commercial carpet since 2006. This collaborative effort with our customers has reduced their landfill use and reduced the use of virgin natural resources. As part of our commitment toward a more circular economy, we designed our EcoWorx products to be recycled again and again into new carpet. We will recycle your EcoWorx products for free.

### 2030 Sustainability Goals

We back up our vision with specific goals. Our progress is reported in our annual sustainability report. Here is a summary of our progress so far.

Metric	Reduction Goal	Current Status
Water Intensity	50%	36%
Energy Intensity	40%	13%
GHG Emmissions	40%	32%



**PURCHASE**  
Renewable Energy Credits  
& Carbon Credits



**GENERATE**  
Renewable  
Energy



**MINIMIZE**  
Energy Use & Switch  
to Cleaner Fuels

## G. Diversity Program

Diversity Spend - N/A

Diverse Installation Partners - N/A

## H. Status as a Minority Company

Shaw is owned by a corporation, Berkshire Hathaway, and thus does not have minority status.

## I. How We are Different from our competitors

### Highest Quality Products with Full Turnkey and Project Management Services

Shaw Turf is a complete turnkey surfacing division of Shaw Industries, comprised of four companies that excel in providing synthetic solutions for commercial, residential landscaping, pet facilities, parks, playgrounds, sports fields, and landfill applications.

Our turf is manufactured in Shaw facilities by experienced Shaw associates right here in Northwest Georgia. Shaw Sports Turf is very proud to hold 450+ONE certification that ensures the quality you expect and deserve to extend the life of your field without sacrificing performance. Each field undergoes a minimum of 450 quality and performance tests to ensure you are getting a world-class playing surface. +ONE represents our associates going above-and-beyond the requisite testing to make sure you are completely satisfied.

Our manufacturing facilities, equipment and processes are second to none and that shows through the quality of our Shaw Sports Turf product line. Since we have begun manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record – building our fields using the best innovations in the industry designed for wear and durability.

When you choose Shaw Sports Turf, you're getting a dynamic team with extensive industry experience, vast technical know-how and a disciplined drive to give you the best performance possible. We see your project all the way through from start to finish with:

- Product Consultation
- Specification & Design Support
- Construction Consultation
- Product Management
- Removal / Ground Preparation
- Logo Positioning & Field Markings
- Infill Placement
- Field Inspection
- Maintenance & Care
- Synthetic Sports Turf Installation



## Vertical Integration

Shaw is one of the most vertically integrated companies in the industry. This level of integration allows us to drive down costs while ensuring high quality. We own and control the majority of the following aspects of our business including:

- Manufacturing
- Warehousing
- Distribution
- Customer experience
- Recycling process

## Robust Distribution Network

Shaw is one of the few manufacturers that owns and controls a robust distribution network, ensuring on-time delivery. We have 30 regional distribution centers across the US and 800 trucks and 3,000 trailers in our fleet. This is the largest private trucking fleet in the flooring industry.

## Reliability

Our 50 years of experience and financial strength contribute to our ability to deliver innovative products and world-class service. We are a wholly-owned Berkshire Hathaway subsidiary with \$6.2 billion in annual revenue.

## Annual Field Maintenance Programs

Synthetic fields have commonly been promoted as maintenance-free. The truth is synthetic fields do significantly reduce the amount of maintenance. However, it is important for an owner to be realistic about what is necessary to maintain a playing surface to ensure its longevity, performance and safety.

Regular maintenance should be performed to prevent the following:

- Premature degradation of fibers
- In high-traffic areas, infill can migrate or displace, resulting in uneven surfaces and unsafe impact levels
- Compaction of infill resulting in a "packed down" surface that is too hard or slippery
- Build-up of foreign debris in turf surface collected over time

Shaw Sports Turf's service after the sale is second-to-none. Our automated system tracks maintenance needs and will issue a reminder when it is time for important maintenance milestones.



## J. Litigation.

As a \$6 billion-dollar company, Shaw is a party to several lawsuits incidental to its various activities and incurred in the ordinary course of business. Shaw has meritorious claims and defenses in each case. None of the associated lawsuits, when resolved, will have a material adverse effect on Shaw..

## K. Felony Convictions

Shaw is not owned or operated by anyone who has been convicted of a felony.

## L. Disbarments or Suspensions

Shaw does not have any disbarments or suspensions.

## 3.2 Distribution, Logistics

### A. Products and Services Offered by Supplier

On this contract, we are offering an extensive collection of sports turf options from our product portfolio including:

- NXT Play
- B1K
- HydroChill
- GeoFill
- Thunderbolt

Additionally, we offer full turnkey and project management services. Please see the attached marketing files for more product information.

### B. Nationwide Distribution

We distribute in the US and Canada via our 30 distribution centers, 800 trucks and 3,000 trailers.

### C. Processing, Handling and Shipping

Shaw associates handle processing, handling and shipping.

## D. Number, Size and Location of Distribution and Warehouse Facilities

We have 17 distribution and installation partners of various size and scope:

Academy Sports Turf  
3740 S Jason St. Englewood, CO 80110  
303-789-3172

Advanced Sports Group  
2105 Barrett Park Dr Ste 104 Kennesaw, GA 30144  
(470) 557-5792

Applied Landscape Technologies  
145 River Rd. Montville, NJ 07045  
(973) 402-6544

Athletic Fields of America  
145 River Rd. Montville, NJ 07045  
(973) 402-6544

Baseline Sports Construction, LLC.  
3600 Henson Rd, Knoxville, TN 37921  
(865) 588-4320

Fields, Inc.  
3760 Sixes Rd, Canton, GA 30114  
(678) 710-8585

GTR  
92 Le Way Dr. Fredricksburg, VA 22496  
(540) 373-8873

Kiefer USA  
910 Falling Waters Blvd, Lindenhurst, IL 60046  
(800) 322-5448

Kormac  
554 US Hwy 70 Pegram, TN 37143  
(615) 258-5591

Medallion  
150 River Park Rd, Mooresville, NC 28117  
(704) 660-3000

Paragon Sports Constructors  
5001 Saunders Rd, Fort Worth, TX 76119  
(817) 916-5000

RAD Sports  
171 VFW Dr, Rockland, MA 02370  
(781) 871-4400

The Motz Group  
3607 Church St, Cincinnati, OH 45244  
(513) 533-6452

United Turf & Track  
PO Box 565 Arcadia, OK 73007

Warner's Athletic Construction  
570 Huntley Industrial Blvd, Smyrna, TN 37167  
(615) 459-6993

Byrne & Jones Sports  
13940 St Charles Rock Rd, Bridgeton, MO 63044  
(314) 254-9766

Turf Solutions Group  
3523 W Willow Knolls Dr, Peoria, IL 61614  
(877) 586-1363

## **3.3 Marketing and Sales**

### **90-Day Marketing and Sales Plan**

OMNIA and its members will benefit from a contract with Shaw Industries due to our extensive marketing capabilities. Below is a summary of our 90-day plan. Our full Marketing Plan is attached.

#### **A. Sales Plan**

##### **Sales Team Training**

We will provide training for our sales team with participation from marketing and sales leadership, along with the OMNIA Partners team within the first 90 days through a video training program. Additionally, the brand representatives will provide ongoing detailed training and will answer questions from the sales team regarding the OMNIA contract. The sales team will be trained and prepared with information about how non-members may join OMNIA and take advantage of the contract.

##### **National Meetings**

Brand-specific annual meetings provide an opportunity for continuing education and OMNIA-specific contract announcements and training.

##### **Regional Meetings**

Smaller, brand-specific meetings are held several times per year to provide market updates and review various initiatives including the OMNIA contract agreement. The gathering presents an opportunity for OMNIA personnel to deliver on-site training as appropriate.

##### **Webinars**

An initial webinar with contract announcement and training will be offered within 30 days of contract award to the full sales team. Webinars will also be used throughout the agreement period to provide continued training and updates to the sales team.

##### **Internal information sharing systems**

Our internal information sharing systems allow sales immediate access to all contract documents and marketing collateral for OMNIA Partners. The OMNIA member listing will provide leads for sales.

##### **Value to Sales Team**

Compensation Structure – Sales representatives are compensated on commission and have incentives to promote contracts that drive volume





## B. Marketing Plan

### Preparation

Segment-specific marketing materials with the OMNIA contract information and logo will be readily available online. Targeted email campaigns to OMNIA Members and potential members will announce the contract. Additional email campaigns will be designed for regional and national use throughout the contract term.

### Sales Tools

Brand-specific annual meetings provide an opportunity Sales tools to help OMNIA members understand the features and benefits of Shaw products for sales team use include:

- Design, publication and distribution of co-branded marketing materials.
- Ongoing promotion of the Master Agreement through case studies, collateral pieces, presentations and promotion.
- Sustainability materials that focus on Shaw's commitment to sustainability, transparency, continuous innovation, market responsiveness, recyclability and recycled materials.

### Continuing Education Classes

We will offer courses on a broad series of topics for those who seek continuing education credit hours.

### Press Releases

The marketing directors will create and distribute a co-branded press release to appropriate industry publications within 30 days.

### Advertisements

The marketing directors will design and produce full-color print advertisements in print-ready electronic format with logos. The directors will work with OMNIA to identify advertising opportunities in publications such as:

- School Planning and Management
- College Planning and Management
- EFP Journal
- Facilities Manager
- Government Procurement

### Website/Internet Presence

We will create a customized OMNIA microsite with a link from the brand webpages which may include:

- OMNIA Partners standard logo
- Copy of the contract and amendments
- Products and pricing
- Contacts for technical support
- Marketing materials

### Webinars

We may present a webinar with OMNIA for OMNIA members and potential members on the benefits of the contract.

### Trade Shows

The OMNIA logo and contract information will be included in education and government trade shows such as:

- NSPMA – National School Plant Management Association
- Green Schools National Conference
- I-ASBO International Association of School Business Officials
- NIGP National Institute of Government Purchasing
- Association for Learning Environments – National and Regional Conferences

### Direct Marketing to OMNIA Members

The initial announcement of the award will be made via an email blast with information about the OMNIA contract, linking to Shaw and OMNIA websites. On sales calls, we will provide instructions on how to use the contract.

### Direct Marketing to Potential OMNIA Members

On sales calls, we will provide customers with instructions on the benefits of the contract.



## REQUESTED ACKNOWLEDGEMENTS

### C. Positioning of the Master Agreement

We will position the Master Agreement as an option to our customer base and transition them upon their request. Our current cooperative contracts are:

KCDA  
KPN  
MHEC  
NASPO ValuePoint  
PACE  
PAEC  
PCA  
Sourcewell  
Texas Buyboard

### D. Agreement to Supply Logos and Request Permission

Shaw will provide OMNIA with our two brands' logos and will request permission to use OMNIA logos in marketing efforts.

### E. Proactive Sales and Timely Response to Leads

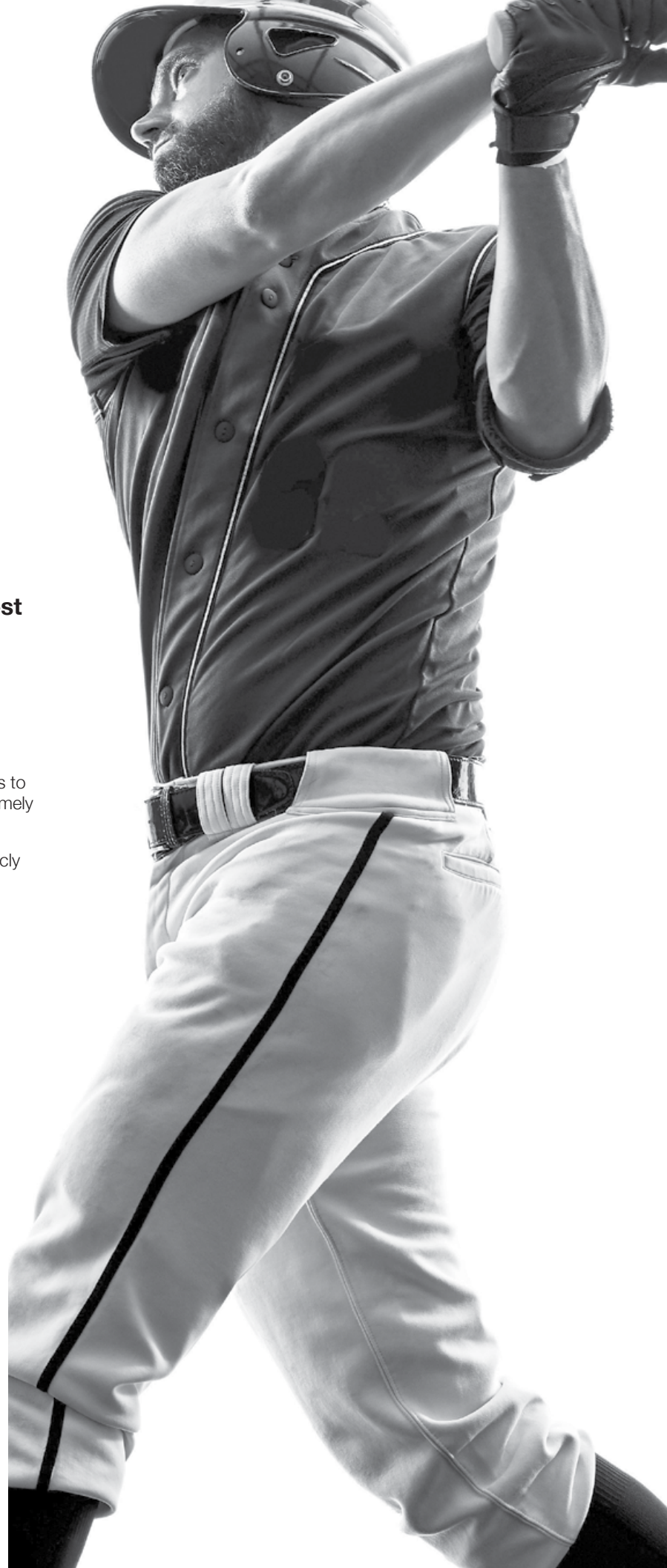
Shaw sales representatives will be proactive in selling products to public agencies and will follow up on leads from OMNIA in a timely manner. The sales team will present:

- The OMNIA agreement was competitively solicited and publicly awarded
- The contract provides best value pricing
- There is no cost to participate
- It is non-exclusive
- Proposals present transparent costs for material and labor
- On-site maintenance training

### F. Sales Training on the Agreement

Shaw will provide sales training on the OMNIA Agreement including:

- Key features of Master Agreement
- The solicitation process
- The range of public agencies that can use the agreement
- The benefits of cooperative contracts



## G. Company Contacts

### EXECUTIVE SUPPORT

Michael McLaurin, Vice President - Sales,  
888.822.1219  
michael.mclaurin@shawinc.com

### MARKETING SUPPORT

Jennifer Muse, Sr. Manager of Marketing  
706.879.3643  
jennifer.muse@shawinc.com

### SALES SUPPORT

Jimmy Marshall, Dir. Cooperative Sales  
615.879.0136  
jimmy.marshall@shawinc.com

### FINANCIAL REPORTING

Robbie McCorkle, Sr. Accounting Manager  
706.879.3514  
robbie.mccorkle@shawinc.com

### ACCOUNTS PAYABLE

Robbie McCorkle, Sr. Accounting Manager  
706.879.3514  
robbie.mccorkle@shawinc.com

### CONTRACTS

Janna Harrell, Sr. Projects Coordinator  
706.879.3521  
janna.harrell@shawinc.com

## H. Structure of Shaw's Sales Force

The highest level executive in charge of or Shaw Turf is Chuck McClurg. Chuck is responsible for leading the Sales, Operations, and Marketing teams for Shaw Turf and Specialty Markets - the driving energy of this segment is Shaw Sports Turf. This business segment is made up of more than 150 employees.

The outside sales team is comprised of our VP of Sales, two RVP's covering the East & West United States, and 21 full time sales people.

The brands represented by our sales team are Shaw Sports Turf, Shawgrass, WatershedGeo, and Southwest Green product lines.



## **I. How the Sales Teams will Work with the OMNIA Team to Grow the Programs**

We will work with OMNIA to grow this contract through our extensive marketing capabilities. Internally, our brand managers will promote and champion this contract to our sales team of more 300 representatives located across the country. Through regional and national meetings, webinars and internal databases, we will train our sales force on this contract. Our brand teams will create and distribute professional marketing materials to the sales force. Our 300 account managers will call on OMNIA members.

## **I. How We Will Manage the Program**

A major advantage of working with Shaw is that we are properly staffed to service your contract. Shaw marketing will coordinate marketing efforts, which include:

- Continued Sales Team Training
  - Marketing brand representatives will provide ongoing detailed training and address questions from the sales team regarding the OMNIA contract.
  - The sales team will be trained and prepared with information about how non-members may join OMNIA and take advantage of the contract.
  - Regional Meetings are brand-specific and held several times per year to provide market updates and review various initiatives including the OMNIA contract agreement.
- Webinars
  - Webinars are presented on a monthly basis to from Marketing to provide continued training and updates to the sales team.
- Internal information sharing systems
  - Allow sales immediate access to all contract documents and marketing collateral for OMNIA Partners
  - OMNIA member listing can be identified and provided as leads for sales.
- Value to Sales Team
  - Compensation Structure - Sales are compensated on commission and have incentives to promote contracts that drive volume

## **J. Public Agency Sales for 2018**

Approximately 30 percent of our sales were to the education and government sectors.

## **List of Our Top 10 Public Agency Customers and Contacts**

Due to confidentiality agreements, we are not able to share this.

The Total Purchases for those Top Ten Agencies  
Our customer's sales information is confidential. In turn, we do not share your sales information.

## **K. Information Systems Capabilities**

Our systems supporting order management include several elements, with the order placement, shipment, tracking and receipt functions are organized around a central transactional database. The order process is:

- Once the product is selected, the order is placed through a customer service representative or sales representative
- When the product is ready, shipments are made from the appropriate distribution center usually on a truck in the Shaw fleet
- Once products ship, invoices are delivered (usually electronically)
- Payment is made to a legacy remittance address or electronic dropbox and the receivable is relieved

## **L. Guaranteed Sales**

Shaw will not guarantee sales.

## **Public Agency Issued Solicitations**

If a public agency asks us to bid directly, we will point out that the benefits of the OMNIA contract which would eliminate the need for bidding. If they choose to bid anyway, we will respond with a customized bid.

We would expect OMNIA to provide support through resources that can address the public entity's concerns and review legal requirements with them on an as-needed basis.

## **SUMMARY**

Shaw Sports Turf products provide solutions for all synthetic turf needs. Our product line is comprised of highly engineered sports surfaces, proprietary fiber designs, customized sports inlay packages, installation services, maintenance equipment, and three levels of maintenance programs. Shaw Sports Turf also provides the ability to leverage key local relationships to provide complete turnkey solutions to include site work and other sports field related items.

# REFERENCES



ATHLETIC DIRECTOR

Furman University  
3300 Poinsett Highway  
Greenville, S.C. 29613-5600  
864.294.3460  
Fax: 864.294.3059  
gary.clark@furman.edu

September 23, 2013

To Whom It May Concern:

During the summer of 2013, Furman University installed a new Shaw Sports Turf Powerblade Bolt surface for football, which has created a great deal of excitement in our athletic program and throughout the university. The installation went very smoothly and was completed a couple of days earlier than promised. The installation crew was both professional and very helpful in working with our time schedule.

The performance of the field has been great. Greenville experienced record rainfall in the summer of 2013. Our football staff calculated that they were able to get in a full practice on 10 different days during August camp that they would have lost completely or would have had to severely modify what they could accomplish on our grass practice fields. In fact, both of our soccer teams were asking for time on the field as their practices were limited as well.

Our fans have been very excited about the look of the field. The custom purple is a perfect match and the field markings are crisp and clear. The finished look that the field provides compliments the new construction surrounding the stadium.

The PowerBlade Bolt field has exceeded our expectations. The Shaw Sports Turf Team has been a pleasure to work with. I can't wait until we can add the next Shaw Sports Turf field to our campus!

Sincerely,

Gary Clark  
Director of Athletics



GEORGETOWN UNIVERSITY

*Department of Athletics*

To Whom It May Concern:

I wanted to take this opportunity to highly recommend Shaw Sports Turf. Their staff was very knowledgeable and extremely cooperative.

During the summer of 2013, Shaw Sports Turf installed a new Momentum 51 system at Multi-Sport Field on the Georgetown University campus. Like many fields throughout the country, our field is seeing increased usage. Our field is in use from 7:00 a.m. until 11:00 p.m. almost every day. We needed a surface that can accommodate that level of play.

The field is being used by the football team, as well as men's and women's lacrosse. It also sees use from the men's and women's soccer team and from a variety of club and intramural sports teams such as football, ultimate, and flag football.

We chose Shaw Sports Turf because we recognized the quality of the company and the products they provide. We know that our Momentum 51 system will be able to handle the heavy use by Georgetown's student-athletes and student population.

In addition to its performance and durability, the field looks great and serves as a focal point on campus. We're excited about what this field will allow us to achieve in the coming years.

Sincerely,

Brian McGuire  
Associate Director of Athletics  
Georgetown University  
Washington, D.C. 20057



## FACILITIES

Louisiana State University • Department of Athletics

Chris Small  
Director of Specialty Projects  
Shaw Sports Turf  
2408 Tivoli Dr.  
Cedar Park, TX 78613

Dear Chris Small:

To say that Louisiana State University's football team has benefitted from its indoor and outdoor practice fields from Shaw Sports Turf would be an understatement.

The LSU Tigers play in the toughest and most dominant conference in college football. To be a contender for the SEC and national titles, LSU needs the ability to practice in game-like situations.

Shaw Sports Turf gives LSU those options when it comes to practicing in the weather. The fields require less maintenance so we can concentrate on making our team better and they provide consistent landmarks for work in a variety of game-like situations. And when it comes to recruiting future generations of Tigers, Shaw Sports Turf shows LSU's commitment to excellence and providing the best facilities for its student-athletes.

Our fields look and perform as well as they did the day they were installed. Shaw Sports Turf is a company that will always be there and will always stand behind their product.

Those of us at LSU would not hesitate to recommend a Shaw Sports Turf field for any team or program in the market.

Sincerely,

A handwritten signature in black ink, reading "Ronnie Haliburton", with a long horizontal line extending to the right.

Ronnie Haliburton, Senior Associate Athletic Director  
Athletic Facility Management





June 13, 2014

To Whom It May Concern:

During the month of June 2013 Montana Tech had Shaw Sports Turf install their Powerblade Bolt surface product at our football stadium. The project from start to finish was first class. Shaw Sports coordinated all of the various aspects of the project from start to finish and we couldn't be happier how it turned out.

The project was completed well in advance of the planned finish date and came in on budget. The custom design of the field has become the centerpiece of our campus that is a topic of conversation for any prospects that visit us.

We live in a climate that sees wildly varying weather conditions 12 months a year. The field has performed flawlessly under a myriad of rain and snowstorms. This coming year will be our third season playing on the surface and we are yet to have any significant issues. Shaw Sports customer service has been top notch as they continue to check with the product on a regular basis.

Please feel free to reach out to me with any questions.

Chuck Morrell  
Athletic Director  
Head Football Coach  
Montana Tech  
[Cmorrell@mtech.edu](mailto:Cmorrell@mtech.edu)  
[406-565-6175](tel:406-565-6175)

# B A L T I M O R E R A V E N S



September 30, 2013

Greg McGarity  
Athletic Director  
University of Georgia  
PO Box 1472  
Athens, GA 30603

Dear Greg,

I have had the pleasure of working with Shaw Sports Turf since 2009. I negotiated a partnership with Shaw Sports Turf that year to install our second field at M&T Bank Stadium, and entered into a long-term agreement for Shaw Sports Turf to be the "preferred Sports Turf Company of the Baltimore Ravens." In fact, to date, we have now purchased four turf field products from Shaw Sports Turf which have been installed at both M&T Bank Stadium and our indoor practice field here at the Under Armour Performance Center.

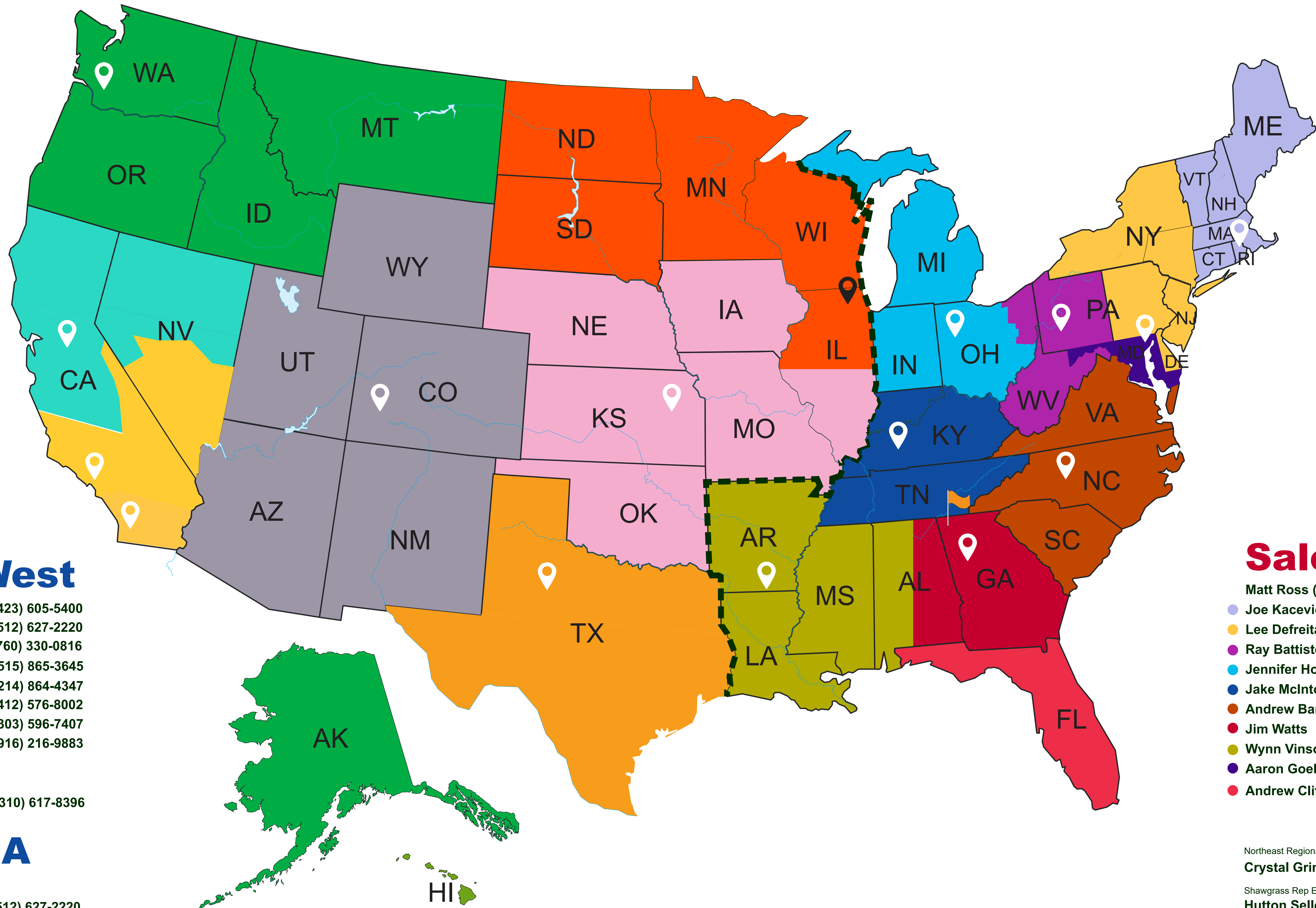
The Ravens rely on Shaw Sports Turf products for safety, performance, durability, aesthetics, consistency, and firmness when it comes to our fields. Shaw Sports Turf is a trusted, long-term partner that we rely heavily on to win championships. Ron and his team are extremely dedicated to their work, their passion, and their partnership with us. We pride ourselves on developing not only the best sponsorships in the NFL, but taking it a step further to true "Partnerships." Shaw Sports Turf is truly a dedicated partner to the Ravens.

Feel free to reach out to me to arrange for a walk-thru of our facilities to see the products for yourself and speak with our Senior Director of Fields and Grounds, Don Follet. Don is truly the class of his peers in the NFL.

All the best from the World Champion Baltimore Ravens,

A handwritten signature in black ink, appearing to read 'Keith Weldon'. The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Keith Weldon  
Director of Sales, Baltimore Ravens  
410-701-4215  
Keith.Weldon@ravens.nfl.net



### Sales-West

- Jason Kyzer (RVP) (423) 605-5400
- Kevin Senf (512) 627-2220
- Rocky Raybon (760) 330-0816
- Nathan Henderson (515) 865-3645
- Matt Stanley (214) 864-4347
- Jeff Carroll (412) 576-8002
- David Lange (303) 596-7407
- Matt Cohen (916) 216-9883

Shawgrass Rep West  
**Nicholas Cobb** (310) 617-8396

### CANADA

**Kevin Senf** (512) 627-2220  
*(BC, Alberta)*

### Sales-East

- Matt Ross (RVP) (706) 581-2235
- Joe Kacevich (508) 365-7486
- Lee Defreitas (609) 977-3961
- Ray Battistel (412) 443-3718
- Jennifer Holton (614) 313-8772
- Jake McIntosh (832) 302-5684
- Andrew Barksdale (864) 363-4718
- Jim Watts (770) 655-9794
- Wynn Vinson (601) 416-4767
- Aaron Goebbel (202)-502-6468
- Andrew Clifford (813) 310 2246

Northeast Regional Business Development Manager  
**Crystal Grim** (860) 222 - 5753

Shawgrass Rep East  
**Hutton Sellers** (706) 847- 6149

Shawgrass Business Development Manager  
**Zane McDade** (706) 618 - 2994



# PARTNERS IN THE GAME

**shaw**<sup>®</sup>  
SPORTS TURF 

**OMNIA**<sup>®</sup>  
PARTNERS

SHAW SPORTS TURF + OMNIA



September 30, 2021

Omnia Partners,

On behalf of the 22,000 employees of Shaw Industries, Inc., a wholly-owned subsidiary of Berkshire-Hathaway, we at Shaw Sports Turf sincerely appreciate the opportunity to submit a proposal on a new state-of-the-art synthetic turf surface for Omnia Partners.

Shaw Sports Turf has a 25 year history in the sports surfacing industry with over 3,500 successful installations. As a division of Shaw Industries, we are a vertically integrated manufacturer of world-class synthetic turf surfaces. Shaw Industries is the world's largest carpet manufacturer and floorcovering provider with 50 years of experience and over \$6 billion in annual sales. Our products can be found in almost every school, business and home across the country.

In a competitive market such as synthetic turf, the question often arises—why Shaw? That's an easy, well-measured answer for us. Shaw Sports Turf is the largest company in the industry that is both American-owned and provides American-made products. We strive for complete customer satisfaction throughout the life of the field and treat our relationship more like a partnership than a supplier-customer relationship. Our fields stand the test of time and we stand behind our product. We invest a lot as a company to make sure we have the right people and processes in place to ensure 100% success—much like you with your athletes.

We are proud of our track record. Since we began manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record—building our fields using innovative components designed for wear and durability.

Shaw Sports Turf is truly committed to excellence in every aspect of the manufacturing process.

- The most comprehensive in-house sports lab with full time staff and testing equipment.
- The most technologically advanced innovations in the market, including B1K Baseball and Softball Systems, GeoFill, Thunderbolt fiber, Legion NXT, and Spike Zone products.
- B1K Baseball and Softball Systems represent a revolution in the turf industry. Focusing on athlete, surface, and game science, we design fields that not only play like natural, but play like the surface the game should be played on.
- Our commitment to using the highest quality materials in the industry (fibers, backing and coating).
- Our commitment to safety and achieving the right balance of firm, fast and safe surfaces.
- We employ full-time, in-house project management teams (contracts, CAD, submittals, on-site supervision).
- We employ installation crews who are skilled through years of experience in “best practice” installation methods and techniques.
- Post installation support and maintenance is available throughout the life of your field.



866.703.4004  
185 South Industrial Blvd.  
Calhoun, GA 30701  
[www.shawsportsturf.com](http://www.shawsportsturf.com)

At Shaw Sports Turf, our goal is to ensure the best quality the industry has to offer and provide a world-class field that delivers extraordinary performance, durability, safety and will help your project become MORE THAN A FIELD. And if you ever need us, we are only a phone call away.

Below is the primary team member who will assist you with your project:  
Jimmy Marshall, 615-879-0136, jimmy.marshall@shawinc.com.

Thank you for this opportunity and we look forward to working with you in the near future.

Sincerely,



Chuck McClurg  
Vice President



866.703.4004  
185 South Industrial Blvd.  
Calhoun, GA 30701  
[www.shawsportsturf.com](http://www.shawsportsturf.com)



**Shaw Sports Turf has a 25 year history in the sports surfacing industry with over 3,500 successful installations.** As a division of Shaw Industries, we are a vertically integrated manufacturer of world-class synthetic turf surfaces. Shaw Industries is the world's largest carpet manufacturer with 50 years of experience and over \$6 billion in annual sales. Our products can be found in almost every school, business and home across the country.

In a competitive market such as synthetic turf, the question often arises—why Shaw? That's an easy, well-measured answer for us. Shaw Sports Turf is the largest company in the industry that is both American-owned and provides American-made products. We strive for complete customer satisfaction throughout the life of the field and treat our relationship more like a partnership than a supplier-customer relationship. Our fields stand the test of time and we stand behind our product. We invest a lot as a company to make sure we have the right people and processes in place to ensure 100% success—much like you with your athletes.

We are proud of our track record. Since we began manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record—building our fields using innovative components designed for wear and durability.

**Shaw Sports Turf is truly committed to excellence in every aspect of the manufacturing process.**

- The most comprehensive in-house sports lab with full time staff and testing equipment.
- The most technologically advanced innovations in the market, including HydroChill, GeoFill, Thunderbolt fiber, NXTPlay performance pad, B1K, and Spike Zone products.
- Our commitment to using the highest quality materials in the industry (fibers, backing and coating).
- Our commitment to safety and achieving the right balance of firm, fast and safe surfaces.
- We employ full-time, in-house project management teams (contracts, CAD, submittals, on-site supervision).
- We employ installation crews who are skilled through years of experience in “best practice” installation methods and techniques.
- Post installation support and maintenance is available throughout the life of your field.



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## Shaw Sports Turf Operations Team

□

The Shaw Sports Turf surfacing team has extensive knowledge and experience to successfully complete any installation. We utilize proprietary and industry specific installation techniques to ensure the successful completion of each field on time. Our strength lays in the variety and amount of specialized and experienced technicians we employ under one roof. We understand the details associated with the construction of a professional quality installation. Our staff takes care to ensure our fields will offer the end user trouble free playing time. Each one of our crews is managed on site by the Field Superintendent and has approximately 5 installation technicians.

***At this time we cannot determine which of our fully qualified crews will be available for the installation of your surface but as the installation date approaches, we will be more than happy to inform you which exact crew will be responsible for the successful completion of your surface. We have included experience and resumes for our key installation personnel for your review. We also have a network of Shaw Sports Turf approved installation subcontractors that may be used for your project.***

### Operations Team

Matt Gruetter – Director of Operations	12 years experience
Chris Small – Director of Special Projects	14 years experience
Trent Davis – Project Manager/CAD	7 years experience
Cab Bramlett – Project Manager/CAD	10 years experience
Mike Pennington – Field Superintendent	10 years experience
James McQueen – Field Superintendent	20 years experience
Danny Schroeder – Field Superintendent	13 years experience



The background of the entire page is a close-up, slightly blurred image of the American flag, showing the stars and stripes in detail. The stars are white and yellow, and the stripes are red, white, and blue.

# ★ AMERICAN-OWNED & AMERICAN-MADE ★

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Shaw Sports Turf is the largest synthetic turf company in the world that is both American-owned and offers American-made products. Our products are subjected to the most stringent quality standards in the industry. Each field we make undergoes a minimum of 450 scheduled quality checks. When we offer a product, we know it will perform and will last. We believe this is important to you as a customer and to our integrity as a business.

The competitiveness of the United States economy is, to a large degree, dependent upon the competitive corporations based in the United States. For over five decades, Shaw has worked to be one of the most competitive American companies and the overall leader in the markets the company serves, including the synthetic turf market.

Shaw Sports Turf is owned by Berkshire-Hathaway, one of the largest and most respected companies in the world. As such, we can offer the highest quality products, as well as an investment in research and development to bring innovation to the synthetic turf market.

Being American-owned and offering American-made products allows us to fulfill our vision of creating a better future for our customers, our people, our company and our communities.

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## Berkshire's Performance vs. the S&P 500

Year	Annual Percentage Change	
	in Per-Share Market Value of Berkshire	in S&P 500 with Dividends Included
1965	49.5	10.0
1966	(3.4)	(11.7)
1967	13.3	30.9
1968	77.8	11.0
1969	19.4	(8.4)
1970	(4.6)	3.9
1971	80.5	14.6
1972	8.1	18.9
1973	(2.5)	(14.8)
1974	(48.7)	(26.4)
1975	2.5	37.2
1976	129.3	23.6
1977	46.8	(7.4)
1978	14.5	6.4
1979	102.5	18.2
1980	32.8	32.3
1981	31.8	(5.0)
1982	38.4	21.4
1983	69.0	22.4
1984	(2.7)	6.1
1985	93.7	31.6
1986	14.2	18.6
1987	4.6	5.1
1988	59.3	16.6
1989	84.6	31.7
1990	(23.1)	(3.1)
1991	35.6	30.5
1992	29.8	7.6
1993	38.9	10.1
1994	25.0	1.3
1995	57.4	37.6
1996	6.2	23.0
1997	34.9	33.4
1998	52.2	28.6
1999	(19.9)	21.0
2000	26.6	(9.1)
2001	6.5	(11.9)
2002	(3.8)	(22.1)
2003	15.8	28.7
2004	4.3	10.9
2005	0.8	4.9
2006	24.1	15.8
2007	28.7	5.5
2008	(31.8)	(37.0)
2009	2.7	26.5
2010	21.4	15.1
2011	(4.7)	2.1
2012	16.8	16.0
2013	32.7	32.4
2014	27.0	13.7
2015	(12.5)	1.4
2016	23.4	12.0
2017	21.9	21.8
2018	2.8	(4.4)
2019	11.0	31.5
2020	2.4	18.4
Compounded Annual Gain – 1965-2020	20.0%	10.2%
Overall Gain – 1964-2020	2,810,526%	23,454%

**Note:** Data are for calendar years with these exceptions: 1965 and 1966, year ended 9/30; 1967, 15 months ended 12/31.

## Shaw Industries

Shaw Industries Group, Inc. (“Shaw”), headquartered in Dalton, Georgia, is a leading manufacturer and distributor of carpet and flooring products. Shaw designs and manufactures over 3,800 styles of tufted carpet, wood and resilient flooring for residential and commercial use under about 30 brand and trade names and under certain private labels. Shaw also provides project management and installation services. Shaw’s manufacturing operations are fully integrated from the processing of raw materials used to make fiber through the finishing of carpet. In 2018, Shaw acquired Sanquahar Tile Services in Scotland, which manufactures and distributes carpet tile throughout Europe. Shaw also manufactures or distributes a variety of hardwood, wood plastic composite (WPC), stone plastic composite (SPC) and vinyl and laminate floor products (“hard surfaces”). Shaw’s soft and hard surface products are sold in a broad range of patterns, colors and textures. Shaw operates Shaw Sports Turf and Southwest Greens International, LLC, which provide synthetic sports turf, golf greens and landscape turf products.

Shaw products are sold wholesale to over 47,000 retailers, distributors and commercial users throughout the United States, Canada and Mexico and are also exported to various overseas markets. Shaw’s wholesale products are marketed domestically by over 2,100 salaried and commissioned sales personnel directly to retailers and distributors and to large national accounts. Shaw’s seven carpet, nine hard surface, one sample full-service distribution facility, three sample satellite locations and 30 redistribution centers, along with centralized management information systems, enable it to provide prompt and efficient delivery of its products to both its retail customers and wholesale distributors.

Substantially all carpet manufactured by Shaw is tufted carpet made from nylon, polypropylene and polyester. In the tufting process, yarn is inserted by multiple needles into a synthetic backing, forming loops, which may be cut or left uncut, depending on the desired texture or construction. During 2020, Shaw processed approximately 97% of its requirements for carpet yarn in its own yarn processing facilities. The availability of raw materials is adequate but costs are impacted by petrochemical and natural gas price changes. Raw material cost changes are periodically factored into selling prices to customers.

The soft floor covering industry is highly competitive with only a handful of key players domestically where the majority of Shaw’s business occurs. There are numerous manufacturers, domestically and internationally, that are engaged in hard surface floor covering production, distribution and sales. According to industry estimates, carpet accounts for approximately 44% of the total United States consumption of all flooring types. The principal competitive measures within the floor covering industry are quality, style, price and service.

## Johns Manville

Johns Manville (“JM”), headquartered in Denver, Colorado, is a leading manufacturer and marketer of premium-quality products for building insulation, mechanical and industrial insulation, commercial roofing and roof insulation, as well as fibers and nonwovens for commercial, industrial and residential applications. JM serves markets that include aerospace, automotive and transportation, air handling, appliance, HVAC, pipe and equipment, filtration, waterproofing, building, flooring, interiors and wind energy. Fiberglass is the basic material in a majority of JM’s products, although JM also manufactures a significant portion of its products with other materials to satisfy the broader needs of its customers. Raw materials are readily available in sufficient quantities from various sources for JM to maintain and expand its current production levels. JM regards its patents and licenses as valuable, however it does not consider any of its businesses to be materially dependent on any single patent or license. JM operates over 40 manufacturing facilities in North America, Europe and China and conducts research and development at its technical center in Littleton, Colorado and at other facilities in the U.S. and Europe.

Fiberglass is made from earthen raw materials and recycled glass, together with proprietary agents to bind many of its glass fibers. JM’s products also contain materials other than fiberglass, including various chemical and petrochemical-based materials used in roofing and other specialized products. JM uses recycled material when available and suitable to satisfy the broader needs of its customers. The raw materials used in these various products are readily available in sufficient quantities from various sources to maintain and expand its current production levels.

JM’s operations are subject to a variety of federal, state and local environmental laws and regulations, which regulate or impose liability for the discharge of materials into the air, land and water and govern the use and disposal of hazardous substances and use of chemical substances generally. The most relevant of the federal laws are the Federal Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, which are administered by the EPA. Canadian, European and Asian regulatory authorities have also adopted their own environmental laws and regulations. JM continually monitors new and pending regulations and assesses their potential impact on the business.

## Item 6. Selected Financial Data

### Selected Financial Data for the Past Five Years

(dollars in millions except per-share data)

	2020	2019	2018	2017	2016
<b>Revenues:</b>					
Insurance premiums earned	\$ 63,401	\$ 61,078	\$ 57,418	\$ 60,597	\$ 45,881
Sales and service revenues	127,044	134,989	133,336	130,243	123,053
Leasing revenue	5,209	5,856	5,732	2,552	2,553
Railroad, utilities and energy revenues	41,764	43,453	43,673	40,005	37,447
Interest, dividend and other investment income	8,092	9,240	7,678	6,536	6,180
Total revenues	<u>\$ 245,510</u>	<u>\$ 254,616</u>	<u>\$ 247,837</u>	<u>\$ 239,933</u>	<u>\$ 215,114</u>
<b>Investment and derivative gains/losses</b>	<u>\$ 40,746</u>	<u>\$ 72,607</u>	<u>\$ (22,455)</u>	<u>\$ 2,128</u>	<u>\$ 8,304</u>
<b>Earnings:</b>					
Net earnings attributable to Berkshire Hathaway <sup>(1)</sup>	<u>\$ 42,521</u>	<u>\$ 81,417</u>	<u>\$ 4,021</u>	<u>\$ 44,940</u>	<u>\$ 24,074</u>
Net earnings per share attributable to Berkshire Hathaway shareholders <sup>(2)</sup>	<u>\$ 26,668</u>	<u>\$ 49,828</u>	<u>\$ 2,446</u>	<u>\$ 27,326</u>	<u>\$ 14,645</u>
<b>Year-end data:</b>					
Total assets	\$ 873,729	\$ 817,729	\$ 707,794	\$ 702,095	\$ 620,854
Notes payable and other borrowings:					
Insurance and other	41,522	37,590	34,975	40,409	42,559
Railroad, utilities and energy	75,373	65,778	62,515	62,178	59,085
Berkshire Hathaway shareholders' equity	443,164	424,791	348,703	348,296	282,070
Class A equivalent common shares outstanding, in thousands	1,544	1,625	1,641	1,645	1,644
Berkshire Hathaway shareholders' equity per outstanding Class A equivalent common share	\$ 287,031	\$ 261,417	\$ 212,503	\$ 211,750	\$ 171,542

<sup>(1)</sup> Includes after-tax investment and derivative gains/losses of \$31.6 billion in 2020, \$57.4 billion in 2019, \$(17.7) billion in 2018, \$1.4 billion in 2017 and \$6.5 billion in 2016. Beginning in 2018, investment gains/losses include the changes in fair values of equity securities during the period. Previously, investment gains/losses of equity securities were recognized in earnings when securities were sold. Net earnings in 2017 includes a one-time net benefit of \$29.1 billion attributable to the enactment of the Tax Cuts and Jobs Act of 2017.

<sup>(2)</sup> Represents net earnings per average equivalent Class A share outstanding. Net earnings per average equivalent Class B common share outstanding is equal to 1/1,500 of such amount.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Results of Operations

Net earnings attributable to Berkshire Hathaway shareholders for each of the past three years are disaggregated in the table that follows. Amounts are after deducting income taxes and exclude earnings attributable to noncontrolling interests (in millions).

	2020	2019	2018
Insurance – underwriting	\$ 657	\$ 325	\$ 1,566
Insurance – investment income	5,039	5,530	4,554
Railroad	5,161	5,481	5,219
Utilities and energy	3,091	2,840	2,621
Manufacturing, service and retailing	8,300	9,372	9,364
Investment and derivative gains/losses	31,591	57,445	(17,737)
Other*	(11,318)	424	(1,566)
Net earnings attributable to Berkshire Hathaway shareholders	<u>\$ 42,521</u>	<u>\$ 81,417</u>	<u>\$ 4,021</u>

\* Includes goodwill and indefinite-lived intangible asset impairment charges of \$11.0 billion in 2020, \$435 million in 2019 and \$3.0 billion in 2018, which includes our share of charges recorded by Kraft Heinz.

Through our subsidiaries, we engage in a number of diverse business activities. We manage our operating businesses on an unusually decentralized basis. There are few centralized or integrated business functions. Our senior corporate management team participates in and is ultimately responsible for significant capital allocation decisions, investment activities and the selection of the Chief Executive to head each of the operating businesses. The business segment data (Note 27 to the accompanying Consolidated Financial Statements) should be read in conjunction with this discussion.

As the COVID-19 pandemic accelerated beginning in the second half of March, most of our businesses were negatively affected, with the effects to date ranging from relatively minor to severe. Revenues and earnings of most of our manufacturing, service and retailing businesses declined considerably, and in certain instances severely, in the second quarter due to closures of facilities where crowds gather, such as retail stores, restaurants and entertainment venues as well as from public travel restrictions and from closures of certain of our businesses. In each of the third and fourth quarters of 2020, several of these businesses experienced significant increases in revenues and earnings as compared to the second quarter.

Our businesses that were deemed essential continued to operate through the pandemic, including our railroad, utilities and energy, insurance and certain of our manufacturing, wholesale distribution and service businesses. In response to the effects of the pandemic, our businesses implemented various business continuity plans to protect our employees and customers. Such plans include a variety of actions, such as temporarily closing certain retail stores, manufacturing facilities and service centers of businesses that were not subject to government mandated closure. Our businesses also implemented practices to protect employees while at work. Such practices included work-from-home, staggered or reduced work schedules, increased cleaning and sanitation of workspaces, providing employee health screenings, eliminating non-essential travel and face-to-face meetings and providing general health reminders intended to lower the risk of spreading COVID-19.

We also took actions in response to the economic losses from reductions in consumer demand for products and services we offer and our temporary inability to produce goods and provide services at certain of our businesses. These actions included employee furloughs, wage and salary reductions, capital spending reductions and other actions intended to help mitigate the economic losses and preserve capital and liquidity. Certain of our businesses undertook and may continue to undertake restructuring activities to resize their operations to better fit expected customer demand. We cannot reliably predict future economic effects of the pandemic or when business activities at all of our numerous and diverse operations will normalize. Nor can we predict how these events will alter the future consumption patterns of consumers and businesses we serve.

Our insurance businesses generated after-tax earnings from underwriting of \$657 million in 2020, \$325 million in 2019 and \$1.6 billion in 2018. In each year, we generated underwriting earnings from primary insurance and underwriting losses from reinsurance. Insurance underwriting results included after-tax losses from significant catastrophe events of approximately \$750 million in 2020, \$800 million in 2019 and \$1.3 billion in 2018. Underwriting results in 2020 also reflected the effects of the pandemic, arising from premium reductions from the GEICO Giveback program, reduced claims frequencies for private passenger automobile insurance and increased loss estimates for certain commercial insurance and property and casualty reinsurance business.

## Management's Discussion and Analysis (Continued)

### Manufacturing, Service and Retailing

A summary of revenues and earnings of our manufacturing, service and retailing businesses follows (dollars in millions).

	2020	2019	2018	Percentage change	
				2020 vs 2019	2019 vs 2018
<b>Revenues</b>					
Manufacturing	\$ 59,079	\$ 62,730	\$ 61,883	(5.8)%	1.4%
Service and retailing	75,018	79,945	78,926	(6.2)	1.3
	<u>\$ 134,097</u>	<u>\$ 142,675</u>	<u>\$ 140,809</u>	(6.0)	1.3
<b>Pre-tax earnings *</b>					
Manufacturing	\$ 8,010	\$ 9,522	\$ 9,366	(15.9)%	1.7%
Service and retailing	2,879	2,843	2,942	1.3	(3.4)
	10,889	12,365	12,308	(11.9)	0.5
Income taxes and noncontrolling interests	2,589	2,993	2,944		
	<u>\$ 8,300</u>	<u>\$ 9,372</u>	<u>\$ 9,364</u>		
Effective income tax rate	23.3%	23.7%	23.4%		
Pretax earnings as a percentage of revenues	8.1%	8.7%	8.7%		

\* Excludes certain acquisition accounting expenses, which primarily related to the amortization of identified intangible assets recorded in connection with our business acquisitions. The after-tax acquisition accounting expenses excluded from earnings above were \$783 million in 2020, \$788 million in 2019 and \$932 million in 2018. In 2020, such expenses also exclude after-tax goodwill and indefinite-lived intangible asset impairment charges of \$10.4 billion. These expenses are included in "Other" in the summary of earnings on page K-33 and in the "Other" earnings section on page K-56.

### Manufacturing

Our manufacturing group includes a variety of industrial, building and consumer products businesses. A summary of revenues and pre-tax earnings of our manufacturing operations follows (dollars in millions).

	2020	2019	2018	Percentage change	
				2020 vs 2019	2019 vs 2018
<b>Revenues</b>					
Industrial products	\$ 25,667	\$ 30,594	\$ 30,679	(16.1)%	(0.3)%
Building products	21,244	20,327	18,677	4.5	8.8
Consumer products	12,168	11,809	12,527	3.0	(5.7)
	<u>\$ 59,079</u>	<u>\$ 62,730</u>	<u>\$ 61,883</u>		
<b>Pretax earnings</b>					
Industrial products	\$ 3,755	\$ 5,635	\$ 5,822	(33.4)%	(3.2)%
Building products	2,858	2,636	2,336	8.4	12.8
Consumer products	1,397	1,251	1,208	11.7	3.6
	<u>\$ 8,010</u>	<u>\$ 9,522</u>	<u>\$ 9,366</u>		
<b>Pre-tax earnings as a percentage of revenues</b>					
Industrial products	14.6%	18.4%	19.0%		
Building products	13.5%	13.0%	12.5%		
Consumer products	11.5%	10.6%	9.6%		

## **Management's Discussion and Analysis (Continued)**

### ***Manufacturing, Service and Retailing (Continued)***

#### *Building products*

The building products group includes manufactured and site-built home construction and related lending and financial services (Clayton Homes), flooring (Shaw), insulation, roofing and engineered products (Johns Manville), bricks and masonry products (Acme Building Brands), paint and coatings (Benjamin Moore), and residential and commercial construction and engineering products and systems (MiTek).

#### 2020 versus 2019

Revenues of the building products group increased \$917 million (4.5%) in 2020 compared to 2019 and pre-tax earnings increased \$222 million (8.4%) over 2019. Pre-tax earnings as percentages of revenues were 13.5% in 2020 and 13.0% in 2019.

Clayton Homes' revenues were approximately \$8.6 billion in 2020, an increase of \$1.3 billion (17.1%) over 2019. The increase was primarily due to increases in home sales of \$1.0 billion (18.4%), driven by increases in units sold and revenue per home sold and by changes in sales mix. Unit sales of site-built homes increased 28.6% in 2020 over 2019, while revenue per home increased slightly. Manufactured home unit sales increased 2.8% in 2020. Financial services revenues, which include mortgage services, insurance and interest income from lending activities increased 13.7% in 2020 compared to 2019, attributable to increased loan originations and average outstanding loan balances. Loan balances, net of allowances for credit losses, were approximately \$17.1 billion at December 31, 2020 compared to \$15.9 billion as of December 31, 2019.

Pre-tax earnings of Clayton Homes were approximately \$1.25 billion in 2020, an increase of \$152 million (13.9%) compared to 2019. The earnings increase reflected higher earnings from home sales, partly offset by higher materials costs, which lowered manufactured housing gross margin rates. Earnings in 2020 also benefitted from increased interest income, lower interest expense and higher earnings from mortgage services, partly offset by increased provisions for credit and insurance losses.

Aggregate revenues of our other building products businesses were approximately \$12.6 billion in 2020, a decrease of 2.6% versus 2019. The revenue decrease reflected lower flooring volumes, partly attributable to the negative effects of the COVID-19 pandemic, partly offset by increased paint and coatings volumes, including volumes from a new agreement with Ace Hardware Stores, and increased volumes in residential markets.

Pre-tax earnings of the other building products businesses were approximately \$1.6 billion in 2020, an increase of 4.6% over 2019. The earnings increase reflected the effects of lower average input costs, operating cost containment efforts and lower facilities closure costs.

#### 2019 versus 2018

Revenues of the building products group in 2019 increased \$1.65 billion (8.8%) compared to 2018, while pre-tax earnings increased 12.8% over 2018. Pre-tax earnings as percentages of revenues were 13.0% in 2019 and 12.5% in 2018.

Clayton Homes' revenues were approximately \$7.3 billion in 2019, an increase of \$1.3 billion (21.5%) over 2018. The comparative increase was primarily due to a 26% increase in home sales, reflecting a net increase in units sold and changes in sales mix. Unit sales of site-built homes increased 84% in 2019 over 2018, primarily due to business acquisitions, while average prices declined 5%. Manufactured home unit retail sales increased 5% and wholesale sales were 9% lower in 2019. Interest income from lending activities increased 6.7% in 2019 compared to 2018, attributable to increased originations and average outstanding loan balances. Aggregate loan balances outstanding were approximately \$15.9 billion at December 31, 2019 compared to \$14.7 billion as of December 31, 2018.

Clayton Homes' pre-tax earnings were \$1.1 billion in 2019, an increase of \$182 million (20.0%) compared to 2018. The increase was attributable to home building activities, which benefitted from the increases in home sales, and to financial services activities. Pre-tax earnings from lending and finance activities increased 12%, primarily due to an increase in interest income attributable to higher average loan balances, increased earnings from other financial services and lower credit losses, partially offset by higher interest expense, attributable to higher average borrowings and interest rates, and by higher other operating costs.

Aggregate revenues of our other building products businesses were \$13.0 billion in 2019, an increase of 2.8% versus 2018. Revenues increased for paint and coatings, hard surface flooring and roofing products, attributable to a combination of increased volumes, product mix changes and increased average selling prices, while sales of brick products declined.



## **Management's Discussion and Analysis (Continued)**

### ***Manufacturing, Service and Retailing (Continued)***

#### *Building products (Continued)*

Pre-tax earnings of the other building products businesses were \$1.5 billion in 2019, an increase of 8.2% over 2018. Earnings in 2019 benefitted from a combination of increases in selling prices in certain product categories, declining raw material costs for certain commodities and operating cost control initiatives, which were partly offset by the effects of increased facilities closure costs.

#### *Consumer products*

The consumer products group includes leisure vehicles (Forest River), several apparel and footwear operations (including Fruit of the Loom, Garan, H.H. Brown Shoe Group and Brooks Sports) and a manufacturer of high-performance alkaline batteries (Duracell). This group also includes custom picture framing products (Larson Juhl) and jewelry products (Richline).

#### *2020 versus 2019*

Consumer products revenues increased of \$359 million (3.0%) in 2020 versus 2019, while pre-tax earnings increased \$146 million (11.7%). Pre-tax earnings as a percentage of revenues in 2020 increased 0.9 percentage points to 11.5%.

The comparative increase in revenues reflected revenue increases from Forest River and Duracell, partially offset by lower apparel and footwear revenues. Forest River revenues increased 11.7% in 2020 compared to 2019, primarily attributable to a significant increase in recreational vehicle unit sales over the last half of the year and changes in sales mix. Unit sales in the second half of 2020 increased 31% over the second half of 2019. Revenues from Duracell increased 10.0% in 2020 compared to 2019, reflecting the effects of changes in sales mix and increased volume. Apparel and footwear revenues declined 6.1% in 2020 compared to 2019.

Apparel and footwear sales volumes in the first half of 2020, particularly in the second quarter, reflected the negative effects of the pandemic, which included retail store closures, reduced or cancelled orders and pandemic-related disruptions at certain manufacturing facilities. Sales recovered somewhat in the second half of 2020, attributable to higher consumer demand and inventory restocking by retailers. Brooks Sports revenues were higher, partly attributable to the effect of the reduced sales in 2019 that were caused by shipping delays at a new distribution facility.

The comparative increase in pre-tax earnings was primarily attributable to Forest River and Duracell, partially offset by lower earnings from apparel and footwear. The increase reflected the effects of sales volumes changes and ongoing expense management efforts.

#### *2019 versus 2018*

Consumer products revenues declined \$718 million (5.7%) in 2019 versus 2018, driven by a 12.9% revenue decline from Forest River, primarily due to lower unit sales. Revenues of Duracell increased 1.3% and apparel and footwear revenues declined 1.1% compared to 2018. Although revenues from Brooks Sports increased 3.5% in 2019, its operating results were negatively affected by lost sales associated with problems encountered at a distribution center that opened in the second quarter. In addition, our other apparel and other footwear businesses continue to experience lower sales volumes for certain products, reflecting the shift by major retailers towards private label products.

Consumer products pre-tax earnings increased \$43 million (3.6%) in 2019 compared to 2018. The increase was primarily attributable to continuing cost containment efforts across several of the businesses and the effects of a new Duracell product launch, partially offset by the impact of lower recreational vehicle sales at Forest River.

## Item 8. Financial Statements and Supplementary Data

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of  
Berkshire Hathaway Inc.  
Omaha, Nebraska

#### **Opinions on the Financial Statements and Internal Control over Financial Reporting**

We have audited the accompanying consolidated balance sheets of Berkshire Hathaway Inc. and subsidiaries (the “Company”) as of December 31, 2020 and 2019, the related consolidated statements of earnings, comprehensive income, changes in shareholders’ equity, and cash flows, for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the “financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

#### **Basis for Opinions**

The Company’s management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the US federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

#### **Definition and Limitations of Internal Control over Financial Reporting**

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM (Continued)

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### *Unpaid Losses and Loss Adjustment Expenses— Refer to Notes 1 and 15 to the financial statements*

##### *Critical Audit Matter Description*

The Company's unpaid losses and loss adjustment expenses ("claim liabilities") under short duration property and casualty insurance and reinsurance contracts are \$79,854 million as of December 31, 2020. The key assumptions affecting certain claim liabilities include expected loss and expense ("loss") ratios, expected claim count emergence patterns, expected loss payment emergence patterns and expected loss reporting emergence patterns.

Given the subjectivity of estimating these key assumptions, performing audit procedures to evaluate whether claim liabilities were appropriately recorded as of December 31, 2020, required a high degree of auditor judgment and an increased extent of effort, including the need to involve our actuarial specialists.

##### *How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the key assumptions affecting certain claim liabilities included the following, among others:

- We tested the operating effectiveness of controls over claim liabilities, including those over the key assumptions.
- We evaluated the methods and assumptions used by management to estimate the claim liabilities by:
  - Testing the underlying data that served as the basis for the actuarial analysis, such as historical claims and earned premium, to test that the inputs to the actuarial estimate were reasonable.
  - Comparing management's prior-year claim liabilities to actual development during the current year to identify potential bias in the determination of the claim liabilities.
- With the assistance of our actuarial specialists:
  - We developed independent estimates of the claim liabilities, including loss data and industry claim development factors as needed, and compared our estimates to management's estimates.
  - We compared management's change in ultimate loss and loss adjustment expense to prior year estimates to test the reasonableness of the prior year estimates and assessed unexpected development.

#### *Unpaid Losses and Loss Adjustment Expenses Under Retroactive Reinsurance Contracts — Refer to Notes 1 and 16 to the financial statements*

##### *Critical Audit Matter Description*

The Company's unpaid losses and loss adjustment expenses ("claim liabilities") for property and casualty retroactive reinsurance contracts are \$40,966 million as of December 31, 2020. The key assumptions affecting certain claim liabilities and related deferred charge reinsurance assumed assets ("related assets") include expected loss and expense ("loss") ratios, expected loss payment emergence patterns and expected loss reporting emergence.

Given the subjectivity of estimating these key assumptions, performing audit procedures to evaluate whether claim liabilities were appropriately recorded as of December 31, 2020, required a high degree of auditor judgment and an increased extent of effort, including the need to involve our actuarial specialists.

##### *How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the key assumptions affecting claim liabilities and related assets included the following, among others:

- We tested the operating effectiveness of controls over claim liabilities and related assets, including those over the key assumptions.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM (Continued)

- We evaluated the methods and assumptions used by management to estimate the claim liabilities and related assets by:
  - Testing the underlying data that served as the basis for the actuarial analysis, including historical claims, to test that the inputs to the actuarial estimate were reasonable.
  - Comparing management's prior-year claim liabilities to actual development during the current year to identify potential bias in the determination of the claim liabilities and related assets.
- With the assistance of our actuarial specialists:
  - We developed independent claim liability estimates for certain retroactive reinsurance contracts and compared our estimates to management's estimates. For other retroactive reinsurance contracts and related assets, we evaluated the process used by management to develop the estimated claim liabilities and related assets.
  - We compared management's change in ultimate loss and loss adjustment expense to prior year estimates, assessed unexpected development and assessed internal rates of return.

### ***Goodwill and Indefinite-Lived Intangible Assets — Refer to Notes 1 and 13 to the financial statements***

#### *Critical Audit Matter Description*

The Company's evaluation of goodwill and indefinite-lived intangible assets for impairment involves the comparison of the fair value of each reporting unit or asset to its carrying value. The Company evaluates goodwill and indefinite-lived intangible assets for impairment at least annually. When evaluating goodwill and indefinite-lived intangible assets for impairment, the fair value of each reporting unit or asset is estimated. Significant judgment is required in estimating fair values and performing impairment tests. The Company primarily uses discounted projected future net earnings or net cash flows and multiples of earnings to estimate fair value, which requires management to make significant estimates and assumptions related to forecasts of future revenue, earnings before interest and taxes ("EBIT"), and discount rates. Changes in these assumptions could have a significant impact on the fair value of reporting units and indefinite-lived intangible assets.

The Precision Castparts Corp. ("PCC") reporting unit reported approximately \$31 billion of goodwill and indefinite-lived intangible assets as of December 31, 2019. During the second quarter of 2020, the Company performed an interim reevaluation of the goodwill and indefinite-lived intangible assets at the PCC reporting unit. This determination was made due to disruptions arising from the COVID-19 pandemic that had an adverse impact on the industries in which PCC operates. As a result of the reevaluation, the Company recognized goodwill and indefinite-lived intangible asset impairment charges in the amount of approximately \$10 billion, as the fair values of the PCC reporting unit and indefinite-lived intangible assets were less than their respective carrying values. As a result, PCC reported goodwill and indefinite-lived intangible assets of approximately \$21 billion as of December 31, 2020.

Given the significant judgments made by management to estimate the fair value of the PCC reporting unit and certain customer relationships with indefinite lives along with the difference between their fair values and carrying values, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to forecasts of future revenue and EBIT and the selection of the discount rate required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

#### *How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to forecasts of future revenue and EBIT and the selection of the discount rate for the PCC reporting unit and certain customer relationships included the following, among others:

- We tested the effectiveness of controls over goodwill and indefinite-lived intangible assets, including those over the forecasts of future revenue and EBIT and the selection of the discount rate.
- We evaluated management's ability to accurately forecast future revenue and EBIT by comparing prior year forecasts to actual results in the respective years.
- We evaluated the reasonableness of management's current revenue and EBIT forecasts by comparing the forecasts to historical results and forecasted information included in analyst and industry reports and certain peer companies' disclosures.
- With the assistance of our fair value specialists, we evaluated the valuation methodologies, the long-term growth rates and discount rate, including testing the underlying source information and the mathematical accuracy of the calculations, and developed a range of independent estimates and compared those to the long-term growth rates and discount rate selected by management.

/s/ Deloitte & Touche LLP

Omaha, Nebraska

February 27, 2021

We have served as the Company's auditor since 1985.

**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED BALANCE SHEETS**  
*(dollars in millions)*

	December 31,	
	2020	2019
<b>ASSETS</b>		
<b><i>Insurance and Other:</i></b>		
Cash and cash equivalents*	\$ 44,714	\$ 61,151
Short-term investments in U.S. Treasury Bills	90,300	63,822
Investments in fixed maturity securities	20,410	18,685
Investments in equity securities	281,170	248,027
Equity method investments	17,303	17,505
Loans and finance receivables	19,201	17,527
Other receivables	32,310	32,418
Inventories	19,208	19,852
Property, plant and equipment	21,200	21,438
Equipment held for lease	14,601	15,065
Goodwill	47,121	57,052
Other intangible assets	29,462	31,051
Deferred charges under retroactive reinsurance contracts	12,441	13,747
Other	14,580	13,232
	664,021	630,572
<b><i>Railroad, Utilities and Energy:</i></b>		
Cash and cash equivalents*	3,276	3,024
Receivables	3,542	3,417
Property, plant and equipment	151,216	137,838
Goodwill	26,613	24,830
Regulatory assets	3,440	2,881
Other	21,621	15,167
	209,708	187,157
	\$ 873,729	\$ 817,729

\* Includes U.S. Treasury Bills with maturities of three months or less when purchased of \$23.2 billion at December 31, 2020 and \$37.1 billion at December 31, 2019.

*See accompanying Notes to Consolidated Financial Statements*

**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED BALANCE SHEETS**  
*(dollars in millions)*

	December 31,	
	2020	2019
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<i><b>Insurance and Other:</b></i>		
Unpaid losses and loss adjustment expenses	\$ 79,854	\$ 73,019
Unpaid losses and loss adjustment expenses under retroactive reinsurance contracts	40,966	42,441
Unearned premiums	21,395	19,782
Life, annuity and health insurance benefits	21,616	20,155
Other policyholder liabilities	8,670	7,723
Accounts payable, accruals and other liabilities	29,279	27,611
Derivative contract liabilities	1,065	968
Aircraft repurchase liabilities and unearned lease revenues	5,856	5,281
Notes payable and other borrowings	41,522	37,590
	<u>250,223</u>	<u>234,570</u>
<i><b>Railroad, Utilities and Energy:</b></i>		
Accounts payable, accruals and other liabilities	15,224	14,708
Regulatory liabilities	7,475	7,311
Notes payable and other borrowings	75,373	65,778
	<u>98,072</u>	<u>87,797</u>
Income taxes, principally deferred	74,098	66,799
Total liabilities	<u>422,393</u>	<u>389,166</u>
Shareholders' equity:		
Common stock	8	8
Capital in excess of par value	35,626	35,658
Accumulated other comprehensive income	(4,243)	(5,243)
Retained earnings	444,626	402,493
Treasury stock, at cost	(32,853)	(8,125)
Berkshire Hathaway shareholders' equity	443,164	424,791
Noncontrolling interests	8,172	3,772
Total shareholders' equity	<u>451,336</u>	<u>428,563</u>
	<u>\$ 873,729</u>	<u>\$ 817,729</u>

*See accompanying Notes to Consolidated Financial Statements*

**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF EARNINGS**  
*(dollars in millions except per share amounts)*

	Year Ended December 31,		
	2020	2019	2018
<b>Revenues:</b>			
<i>Insurance and Other:</i>			
Insurance premiums earned	\$ 63,401	\$ 61,078	\$ 57,418
Sales and service revenues	127,044	134,989	133,336
Leasing revenues	5,209	5,856	5,732
Interest, dividend and other investment income	8,092	9,240	7,678
	<u>203,746</u>	<u>211,163</u>	<u>204,164</u>
<i>Railroad, Utilities and Energy:</i>			
Freight rail transportation revenues	20,750	23,357	23,703
Energy operating revenues	15,540	15,353	15,555
Service revenues and other income	5,474	4,743	4,415
	<u>41,764</u>	<u>43,453</u>	<u>43,673</u>
<b>Total revenues</b>	<u>245,510</u>	<u>254,616</u>	<u>247,837</u>
<b>Investment and derivative contract gains/losses:</b>	<u>40,746</u>	<u>72,607</u>	<u>(22,455)</u>
<b>Costs and expenses:</b>			
<i>Insurance and Other:</i>			
Insurance losses and loss adjustment expenses	43,951	44,456	39,906
Life, annuity and health insurance benefits	5,812	4,986	5,699
Insurance underwriting expenses	12,798	11,200	9,793
Cost of sales and services	101,091	107,041	106,083
Cost of leasing	3,520	4,003	4,061
Selling, general and administrative expenses	19,809	19,226	17,856
Goodwill and intangible asset impairments	10,671	96	382
Interest expense	1,105	1,056	1,035
	<u>198,757</u>	<u>192,064</u>	<u>184,815</u>
<i>Railroad, Utilities and Energy:</i>			
Freight rail transportation expenses	13,120	15,436	16,045
Utilities and energy cost of sales and other expenses	11,638	11,296	11,641
Other expenses	4,796	4,002	3,895
Interest expense	2,978	2,905	2,818
	<u>32,532</u>	<u>33,639</u>	<u>34,399</u>
Total costs and expenses	<u>231,289</u>	<u>225,703</u>	<u>219,214</u>
<b>Earnings before income taxes and equity method earnings (losses)</b>	<u>54,967</u>	<u>101,520</u>	<u>6,168</u>
Equity method earnings (losses)	726	1,176	(2,167)
<b>Earnings before income taxes</b>	<u>55,693</u>	<u>102,696</u>	<u>4,001</u>
Income tax expense (benefit)	12,440	20,904	(321)
<b>Net earnings</b>	<u>43,253</u>	<u>81,792</u>	<u>4,322</u>
Earnings attributable to noncontrolling interests	732	375	301
<b>Net earnings attributable to Berkshire Hathaway shareholders</b>	<u>\$ 42,521</u>	<u>\$ 81,417</u>	<u>\$ 4,021</u>
<b>Net earnings per average equivalent Class A share</b>	<u>\$ 26,668</u>	<u>\$ 49,828</u>	<u>\$ 2,446</u>
<b>Net earnings per average equivalent Class B share*</b>	<u>\$ 17.78</u>	<u>\$ 33.22</u>	<u>\$ 1.63</u>
<b>Average equivalent Class A shares outstanding</b>	1,594,469	1,633,946	1,643,795
<b>Average equivalent Class B shares outstanding</b>	2,391,703,454	2,450,919,020	2,465,692,368

\* Class B shares are economically equivalent to one-fifteen-hundredth of a Class A share. Accordingly, net earnings per average equivalent Class B share outstanding is equal to one-fifteen-hundredth of the equivalent Class A amount. See Note 22.

See accompanying Notes to Consolidated Financial Statements

**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
*(dollars in millions)*

	Year Ended December 31,		
	2020	2019	2018
Net earnings	\$ 43,253	\$ 81,792	\$ 4,322
Other comprehensive income:			
Unrealized appreciation of investments	74	142	(438)
Applicable income taxes	(19)	(31)	84
Foreign currency translation	1,284	323	(1,531)
Applicable income taxes	3	(28)	62
Defined benefit pension plans	(355)	(711)	(571)
Applicable income taxes	74	155	143
Other, net	(42)	(48)	(12)
Other comprehensive income, net	1,019	(198)	(2,263)
Comprehensive income	44,272	81,594	2,059
Comprehensive income attributable to noncontrolling interests	751	405	249
Comprehensive income attributable to Berkshire Hathaway shareholders	<u>\$ 43,521</u>	<u>\$ 81,189</u>	<u>\$ 1,810</u>

**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
*(dollars in millions)*

	Berkshire Hathaway shareholders' equity					
	Common stock and capital in excess of par value	Accumulated other comprehensive income	Retained earnings	Treasury stock	Non- controlling interests	Total
Balance December 31, 2017	\$ 35,702	\$ 58,571	\$255,786	\$ (1,763)	\$ 3,658	\$351,954
Adoption of new accounting pronouncements	—	(61,375)	61,305	—	—	(70)
Net earnings	—	—	4,021	—	301	4,322
Other comprehensive income, net	—	(2,211)	—	—	(52)	(2,263)
Issuance (acquisition) of common stock	59	—	—	(1,346)	—	(1,287)
Transactions with noncontrolling interests	(46)	—	—	—	(110)	(156)
Balance December 31, 2018	35,715	(5,015)	321,112	(3,109)	3,797	352,500
Net earnings	—	—	81,417	—	375	81,792
Other comprehensive income, net	—	(228)	—	—	30	(198)
Issuance (acquisition) of common stock	21	—	—	(5,016)	—	(4,995)
Transactions with noncontrolling interests	(70)	—	(36)	—	(430)	(536)
Balance December 31, 2019	35,666	(5,243)	402,493	(8,125)	3,772	428,563
Net earnings	—	—	42,521	—	732	43,253
Adoption of new accounting pronouncement	—	—	(388)	—	—	(388)
Other comprehensive income, net	—	1,000	—	—	19	1,019
Issuance (acquisition) of common stock	—	—	—	(24,728)	—	(24,728)
Transactions with noncontrolling interests	(32)	—	—	—	3,649	3,617
Balance December 31, 2020	<u>\$ 35,634</u>	<u>\$ (4,243)</u>	<u>\$444,626</u>	<u>\$ (32,853)</u>	<u>\$ 8,172</u>	<u>\$451,336</u>

*See accompanying Notes to Consolidated Financial Statements*



**BERKSHIRE HATHAWAY INC.**  
**and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(dollars in millions)*

	Year Ended December 31,		
	2020	2019	2018
<b>Cash flows from operating activities:</b>			
Net earnings	\$ 43,253	\$ 81,792	\$ 4,322
Adjustments to reconcile net earnings to operating cash flows:			
Investment (gains) losses	(40,905)	(71,123)	22,155
Depreciation and amortization	10,596	10,064	9,779
Other, including asset impairment charges	11,263	(1,254)	2,957
Changes in operating assets and liabilities:			
Losses and loss adjustment expenses	4,819	6,087	3,449
Deferred charges reinsurance assumed	1,307	357	1,174
Unearned premiums	1,587	1,707	1,794
Receivables and originated loans	(1,609)	(2,303)	(3,443)
Other assets	(1,109)	(2,011)	(1,832)
Other liabilities	3,376	190	2,002
Income taxes	7,195	15,181	(4,957)
Net cash flows from operating activities	<u>39,773</u>	<u>38,687</u>	<u>37,400</u>
<b>Cash flows from investing activities:</b>			
Purchases of equity securities	(30,161)	(18,642)	(43,210)
Sales of equity securities	38,756	14,336	18,783
Purchases of U.S. Treasury Bills and fixed maturity securities	(208,429)	(136,123)	(141,844)
Sales of U.S. Treasury Bills and fixed maturity securities	31,873	15,929	39,693
Redemptions and maturities of U.S. Treasury Bills and fixed maturity securities	149,709	137,767	113,045
Purchases of loans and finance receivables	(772)	(75)	(1,771)
Collections of loans and finance receivables	393	345	342
Acquisitions of businesses, net of cash acquired	(2,532)	(1,683)	(3,279)
Purchases of property, plant and equipment and equipment held for lease	(13,012)	(15,979)	(14,537)
Other	(3,582)	(1,496)	(71)
Net cash flows from investing activities	<u>(37,757)</u>	<u>(5,621)</u>	<u>(32,849)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from borrowings of insurance and other businesses	5,925	8,144	2,409
Repayments of borrowings of insurance and other businesses	(2,700)	(5,095)	(7,395)
Proceeds from borrowings of railroad, utilities and energy businesses	8,445	5,400	7,019
Repayments of borrowings of railroad, utilities and energy businesses	(3,761)	(2,638)	(4,213)
Changes in short term borrowings, net	(1,118)	266	(1,943)
Acquisition of treasury stock	(24,706)	(4,850)	(1,346)
Other	(429)	(497)	(343)
Net cash flows from financing activities	<u>(18,344)</u>	<u>730</u>	<u>(5,812)</u>
Effects of foreign currency exchange rate changes	92	25	(140)
Increase (decrease) in cash and cash equivalents and restricted cash	(16,236)	33,821	(1,401)
Cash and cash equivalents and restricted cash at beginning of year	64,632	30,811	32,212
<b>Cash and cash equivalents and restricted cash at end of year *</b>	<u>\$ 48,396</u>	<u>\$ 64,632</u>	<u>\$ 30,811</u>
* Cash and cash equivalents and restricted cash at end of year are comprised of the following:			
Insurance and Other	\$ 44,714	\$ 61,151	\$ 27,749
Railroad, Utilities and Energy	3,276	3,024	2,612
Restricted cash, included in other assets	406	457	450
	<u>\$ 48,396</u>	<u>\$ 64,632</u>	<u>\$ 30,811</u>

*See accompanying Notes to Consolidated Financial Statements*

**BERKSHIRE HATHAWAY INC. (Parent Company)**  
**Condensed Financial Information**  
(Dollars in millions)  
**Schedule I**  
**Balance Sheets**

	December 31,	
	2020	2019
<b>Assets:</b>		
Cash and cash equivalents	\$ 12,329	\$ 15,004
Short-term investments in U.S. Treasury Bills	29,773	25,514
Investments in and advances to/from consolidated subsidiaries	411,826	392,162
Investment in The Kraft Heinz Company	13,336	13,757
Other assets	108	131
	<u>\$ 467,372</u>	<u>\$ 446,568</u>
<b>Liabilities and Shareholders' Equity:</b>		
Accounts payable, accrued interest and other liabilities	\$ 369	\$ 320
Income taxes, principally deferred	1,174	1,554
Notes payable and other borrowings	22,665	19,903
	24,208	21,777
Berkshire Hathaway shareholders' equity	443,164	424,791
	<u>\$ 467,372</u>	<u>\$ 446,568</u>

**Statements of Earnings and Comprehensive Income**

	Year ended December 31,		
	2020	2019	2018
<b>Income items:</b>			
From consolidated subsidiaries:			
Dividends and distributions	\$ 26,110	\$ 15,603	\$ 9,658
Undistributed earnings (losses)	17,402	65,237	(3,952)
	<u>43,512</u>	<u>80,840</u>	<u>5,706</u>
Investment gains (losses)	(24)	(125)	(4)
Equity in net earnings (losses) of The Kraft Heinz Company	95	493	(2,730)
Other income	328	780	649
	<u>43,911</u>	<u>81,988</u>	<u>3,621</u>
<b>Cost and expense items:</b>			
General and administrative	194	122	216
Interest expense	489	591	601
Foreign exchange (gains) losses on non-U.S. Dollar denominated debt	970	(193)	(366)
Income tax expense (benefit)	(263)	51	(851)
	<u>1,390</u>	<u>571</u>	<u>(400)</u>
Net earnings attributable to Berkshire Hathaway shareholders	42,521	81,417	4,021
Other comprehensive income attributable to Berkshire Hathaway shareholders	1,000	(228)	(2,211)
Comprehensive income attributable to Berkshire Hathaway shareholders	<u>\$ 43,521</u>	<u>\$ 81,189</u>	<u>\$ 1,810</u>

*See Note to Condensed Financial Information*

**BERKSHIRE HATHAWAY INC. (Parent Company)**  
**Condensed Financial Information**  
**(Dollars in millions)**  
**Schedule I (continued)**  
**Statements of Cash Flows**

	Year ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
Net earnings attributable to Berkshire Hathaway shareholders	\$ 42,521	\$ 81,417	\$ 4,021
Adjustments to reconcile net earnings to cash flows from operating activities:			
Investment gains/losses	24	125	4
Undistributed earnings of consolidated subsidiaries	(17,402)	(65,237)	3,952
Non-cash dividends from subsidiaries	(8,296)	—	—
Income taxes payable	(72)	(56)	(972)
Other	1,100	(693)	3,062
Net cash flows from operating activities	<u>17,875</u>	<u>15,556</u>	<u>10,067</u>
Cash flows from investing activities:			
Investments in and advances to/from consolidated subsidiaries, net	(1,947)	60	460
Purchases of U.S. Treasury Bills	(54,715)	(40,107)	(29,740)
Sales and maturities of U.S. Treasury Bills	59,035	36,943	21,442
Other	11	737	—
Net cash flows from investing activities	<u>2,384</u>	<u>(2,367)</u>	<u>(7,838)</u>
Cash flows from financing activities:			
Proceeds from borrowings	2,923	3,967	17
Repayments of borrowings	(1,151)	(758)	(1,563)
Acquisition of treasury stock	(24,706)	(4,850)	(1,346)
Other	—	19	61
Net cash flows from financing activities	<u>(22,934)</u>	<u>(1,622)</u>	<u>(2,831)</u>
Increase (decrease) in cash and cash equivalents	(2,675)	11,567	(602)
Cash and cash equivalents at beginning of year	15,004	3,437	4,039
Cash and cash equivalents at end of year	<u>\$ 12,329</u>	<u>\$ 15,004</u>	<u>\$ 3,437</u>
Other cash flow information:			
Income taxes paid	\$ 3,391	\$ 3,531	\$ 2,790
Interest paid	359	364	388

**Note to Condensed Financial Information**

Berkshire currently owns 26.6% of the outstanding shares of The Kraft Heinz Company (“Kraft Heinz”) common stock, which is accounted for pursuant to the equity method. See Note 5 to the accompanying Consolidated Financial Statements for additional information regarding this investment.

In 2020, the Parent Company repaid €1.0 billion of maturing senior notes and issued €1.0 billion of 0.0% senior notes due in 2025 and ¥195.5 billion (approximately \$1.8 billion) of senior notes with maturity dates ranging from 2023 to 2060 with a weighted average interest rate of 1.07%. As of December 31, 2020, the Parent Company’s non-U.S. Dollar denominated borrowings included €6.85 billion and ¥625.5 billion par value senior notes. The gains and losses from the periodic remeasurement of these non-U.S. Dollar denominated notes due to changes in foreign currency exchange rates are included in earnings. See Note 17 to the accompanying Consolidated Financial Statements for additional information.

Parent Company debt maturities over the next five years are as follows: 2021—\$2,172 million; 2022—\$600 million; 2023—\$4,633 million; 2024—\$2,272 million and 2025—\$1,801 million. The Parent Company guarantees certain debt of subsidiaries, which in the aggregate, approximated \$14.4 billion at December 31, 2020 and included \$13.1 billion of debt issued by Berkshire Hathaway Finance Corporation. Such guarantees are an absolute, unconditional and irrevocable guarantee for the full and prompt payment when due of all present and future payment obligations. The Parent Company has also provided guarantees in connection with equity index put option contracts and certain retroactive reinsurance contracts issued by subsidiaries. The amounts of subsidiary payments under these contracts, if any, is contingent upon the outcome of future events.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BERKSHIRE HATHAWAY INC.

Date: February 27, 2021

/S/ MARC D. HAMBURG

**Marc D. Hamburg**  
Senior Vice President and  
Principal Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ WARREN E. BUFFETT	Chairman of the Board of Directors—Chief Executive Officer	February 27, 2021 Date
<b>Warren E. Buffett</b>		
/s/ GREGORY E. ABEL	Director—Vice Chairman—Non Insurance Operations	February 27, 2021 Date
<b>Gregory E. Abel</b>		
/s/ HOWARD G. BUFFETT	Director	February 27, 2021 Date
<b>Howard G. Buffett</b>		
/s/ STEPHEN B. BURKE	Director	February 27, 2021 Date
<b>Stephen B. Burke</b>		
/s/ KENNETH I. CHENAULT	Director	February 27, 2021 Date
<b>Kenneth I. Chenault</b>		
/s/ SUSAN L. DECKER	Director	February 27, 2021 Date
<b>Susan L. Decker</b>		
/s/ DAVID S. GOTTESMAN	Director	February 27, 2021 Date
<b>David S. Gottesman</b>		
/s/ CHARLOTTE GUYMAN	Director	February 27, 2021 Date
<b>Charlotte Guyman</b>		
/s/ AJIT JAIN	Director—Vice Chairman—Insurance Operations	February 27, 2021 Date
<b>Ajit Jain</b>		
/s/ CHARLES T. MUNGER	Director—Vice Chairman	February 27, 2021 Date
<b>Charles T. Munger</b>		
/s/ THOMAS S. MURPHY	Director	February 27, 2021 Date
<b>Thomas S. Murphy</b>		
/s/ RONALD L. OLSON	Director	February 27, 2021 Date
<b>Ronald L. Olson</b>		
/s/ WALTER SCOTT, JR.	Director	February 27, 2021 Date
<b>Walter Scott, Jr.</b>		
/s/ MERYL B. WITMER	Director	February 27, 2021 Date
<b>Meryl B. Witmer</b>		
/s/ MARC D. HAMBURG	Senior Vice President—Principal Financial Officer	February 27, 2021 Date
<b>Marc D. Hamburg</b>		
/s/ DANIEL J. JAKSICH	Vice President—Principal Accounting Officer	February 27, 2021 Date
<b>Daniel J. Jaksich</b>		

**BERKSHIRE HATHAWAY INC.  
OPERATING COMPANIES**

<i><b>INSURANCE BUSINESSES:</b></i>	<b>Employees</b>	<i><b>RAILROAD, UTILITIES AND ENERGY BUSINESSES:</b></i>	<b>Employees</b>
GEICO .....	42,156	<b>BNSF:</b>	
Berkshire Hathaway Reinsurance Group ...	549	BNSF Railway .....	35,225
General Re .....	1,982	BNSF Logistics .....	675
Berkshire Hathaway Homestate Companies .....	1,176	<b>Berkshire Hathaway Energy Company:</b>	
Berkshire Hathaway Specialty .....	1,051	Corporate Office .....	29
Berkshire Hathaway GUARD Insurance Companies .....	1,067	PacifiCorp .....	5,133
MedPro Group Inc. ....	1,088	MidAmerican Energy .....	3,390
MLMIC Insurance Companies .....	300	NV Energy .....	2,399
National Indemnity Primary Group .....	797	Northern Powergrid .....	2,596
United States Liability Insurance Companies .....	991	BHE Pipeline Group .....	2,728
Central States Indemnity .....	43	BHE Transmission .....	741
	<u>51,200</u>	BHE Renewables .....	377
		MidAmerican Energy Services .....	97
		HomeServices of America .....	6,276
			<u>59,666</u>
 <i><b>MANUFACTURING BUSINESSES:</b></i>		 <i><b>SERVICE AND RETAILING BUSINESSES:</b></i>	
Acme .....	1,960	Affordable Housing Partners, Inc. ....	22
Benjamin Moore .....	1,905	Ben Bridge Jeweler .....	611
Brooks Sports .....	969	Berkshire Hathaway Automotive .....	9,206
Clayton Homes .....	19,455	Borsheims .....	133
CTB .....	2,678	Business Wire .....	426
Duracell .....	2,907	Charter Brokerage .....	191
Fechheimer .....	416	CORT .....	1,868
Forest River .....	12,611	Dairy Queen .....	474
Fruit of the Loom .....	29,307	Detlev Louis .....	1,403
Garan .....	3,259	FlightSafety .....	4,004
H. H. Brown Shoe Group .....	827	Helzberg Diamonds .....	1,826
IMC International Metalworking Companies .....	12,866	Jordan's Furniture .....	889
Johns Manville .....	7,709	McLane Company .....	24,304
Justin Brands .....	380	Nebraska Furniture Mart .....	4,406
Larson-Juhl .....	946	NetJets .....	6,218
LiquidPower Specialty Products, Inc. ....	431	Oriental Trading .....	1,288
Lubrizol .....	8,636	Pampered Chef .....	371
MiTek Inc. ....	6,291	R.C.Willey Home Furnishings .....	2,458
Precision Castparts .....	19,944	See's Candies .....	2,082
Richline Group .....	2,224	Star Furniture .....	417
Scott Fetzer Companies .....	1,996	TTI, Inc. ....	7,279
Shaw Industries .....	20,806	WPLG, Inc. ....	190
Marmon <sup>(1)</sup> .....	20,302	XTRA .....	391
	<u>178,825</u>		<u>70,457</u>
		<b>Berkshire Hathaway Corporate Office</b> .....	26
			<u>360,174</u>

<sup>(1)</sup> Marmon Holding, Inc. ("Marmon") is a holding company that conducts operations through more than 100 manufacturing and service businesses organized into 11 sectors.

**BERKSHIRE HATHAWAY INC.**  
**PROPERTY/CASUALTY INSURANCE\***

Our property/casualty (“P/C”) insurance business has been the engine propelling Berkshire’s growth since 1967, the year we acquired National Indemnity and its sister company, National Fire & Marine, for \$8.6 million. Today, National Indemnity is the largest P/C company in the world as measured by net worth. Insurance is a business of promises, and Berkshire’s ability to honor its commitments is unmatched.

One reason we were attracted to the P/C business was the industry’s business model: P/C insurers receive premiums upfront and pay claims later. In extreme cases, such as claims arising from exposure to asbestos, or severe workplace accidents, payments can stretch over many decades.

This collect-now, pay-later model leaves P/C companies holding large sums – money we call “float” – that will eventually go to others. Meanwhile, insurers get to invest this float for their own benefit. Though individual policies and claims come and go, the amount of float an insurer holds usually remains fairly stable in relation to premium volume. Consequently, as our business grows, so does our float. And *how* it has grown, as the following table shows:

<i>Year</i>	<i>Float (in millions)</i>
1970	\$ 39
1980	237
1990	1,632
2000	27,871
2010	65,832
2018	122,732
2019	129,423

We may in time experience a decline in float. If so, the decline will be *very* gradual – at the outside no more than 3% in any year. The nature of our insurance contracts is such that we can *never* be subject to immediate or near-term demands for sums that are of significance to our cash resources. That structure is by design and is a key component in the unequalled financial strength of our insurance companies. That strength will *never* be compromised.

If our premiums exceed the total of our expenses and eventual losses, our insurance operation registers an underwriting profit that adds to the investment income the float produces. When such a profit is earned, we enjoy the use of free money – and, better yet, get *paid* for holding it.

For the P/C industry as a whole, the financial value of float is now far less than it was for many years. That’s because the standard investment strategy for almost all P/C companies is heavily – and *properly* – skewed toward high-grade bonds. Changes in interest rates therefore matter enormously to these companies, and during the last decade the bond market has offered pathetically low rates.

Consequently, insurers suffered, as year by year they were forced – by maturities or issuer-call provisions – to recycle their “old” investment portfolios into new holdings providing much lower yields. Where once these insurers could safely earn 5 cents or 6 cents on each dollar of float, they now take in only 2 cents or 3 cents (or even less if their operations are concentrated in countries mired in the never-never land of negative rates).

Some insurers may try to mitigate their loss of revenue by buying lower-quality bonds or non-liquid “alternative” investments promising higher yields. But those are dangerous games and activities that most institutions are ill-equipped to play.

Berkshire’s situation is more favorable than that of insurers in general. Most important, our unrivaled mountain of capital, abundance of cash and a huge and diverse stream of non-insurance earnings allow us far more investment flexibility than is generally available to other companies in the industry. The many choices open to us are always advantageous – and sometimes have presented us with major opportunities.

Our P/C companies have meanwhile had an excellent underwriting record. Berkshire has now operated at an underwriting profit for 16 of the last 17 years, the exception being 2017, when our pre-tax loss was a whopping \$3.2 billion. For the entire 17-year span, our pre-tax gain totaled \$27.5 billion, of which \$400 million was recorded in 2019.

That record is no accident: Disciplined risk evaluation is the daily focus of our insurance managers, who know that the rewards of float can be drowned by poor underwriting results. All insurers give that message lip service. At Berkshire it is a religion, Old Testament style.

As I have repeatedly done in the past, I will emphasize now that happy outcomes in insurance are far from a sure thing: We will most certainly not have an underwriting profit in 16 of the next 17 years. Danger always lurks.

Mistakes in assessing insurance risks can be huge and can take many years – even decades – to surface and ripen. (Think asbestos.) A major catastrophe that will dwarf hurricanes Katrina and Michael *will* occur – perhaps tomorrow, perhaps many decades from now. “The Big One” may come from a traditional source, such as wind or earthquake, or it may be a total surprise involving, say, a cyber attack having disastrous consequences beyond anything insurers now contemplate. When such a mega-catastrophe strikes, Berkshire will get its share of the losses and they will be big – *very* big. Unlike many other insurers, however, handling the loss will not come close to straining our resources, and we will be eager to *add* to our business the next day.

\* *Reproduced from Berkshire Hathaway Inc. 2019 Annual Report*

## BERKSHIRE HATHAWAY INC.

### DIRECTORS

**WARREN E. BUFFETT,**  
*Chairman and CEO of Berkshire*

**CHARLES T. MUNGER,**  
*Vice Chairman of Berkshire*

**GREGORY E. ABEL,**  
*Vice Chairman of Berkshire - Non Insurance Operations*

**AJIT JAIN,**  
*Vice Chairman of Berkshire - Insurance Operations*

**HOWARD G. BUFFETT,**  
*Chairman and Chief Executive Officer of the Howard G. Buffett Foundation, a charitable foundation that directs funding for humanitarian and conservation related issues.*

**STEPHEN B. BURKE,**  
*Former Chairman and CEO of NBCUniversal, a media and entertainment company.*

**KENNETH I. CHENAULT,**  
*Chairman and Managing Director of General Catalyst, a venture capital firm and Former Chairman and CEO of American Express Company.*

**SUSAN L. DECKER,**  
*Founder and CEO of Rafti, a communication platform for university students and administrators.*

**DAVID S. GOTTESMAN,**  
*Senior Managing Director of First Manhattan Company, an investment advisory firm.*

**CHARLOTTE GUYMAN,**  
*Former Chairman of the Board of Directors of UW Medicine, an academic medical center.*

**THOMAS S. MURPHY,**  
*Former Chairman of the Board and CEO of Capital Cities/ABC*

**RONALD L. OLSON,**  
*Partner of the law firm of Munger, Tolles & Olson LLP*

**WALTER SCOTT, JR.,**  
*Former Chairman of Level 3 Communications, a successor to certain businesses of Peter Kiewit Sons' Inc. which is engaged in telecommunications and computer outsourcing.*

**MERYL B. WITMER,**  
*Managing member of the General Partner of Eagle Capital Partners L.P., an investment partnership.*

### OFFICERS

**WARREN E. BUFFETT,** *Chairman and CEO*

**CHARLES T. MUNGER,** *Vice Chairman*

**GREGORY E. ABEL,** *Vice Chairman - Non Insurance Operations*

**AJIT JAIN,** *Vice Chairman - Insurance Operations*

**MARC D. HAMBURG,** *Senior Vice President and CFO*

**DANIEL J. JAKSICH,** *Vice President, Controller*

**MARK D. MILLARD,** *Vice President*

**JO ELLEN RIECK,** *Vice President*

**KERBY S. HAM,** *Treasurer*

**REBECCA K. AMICK,** *Director of Internal Auditing*

Letters from Annual Reports (1977 through 2020), quarterly reports, press releases and other information about Berkshire may be obtained on the Internet at [www.berkshirehathaway.com](http://www.berkshirehathaway.com).





**IT'S NOT JUST WHAT  
YOU BUY,  
IT'S WHO YOU BUY.**





## A PARTNER IN THE GAME

We view your purchase of a Shaw Sports Turf field as more than just a transaction. We view this as a partnership; one you can trust to be there through the life of your field.

### WHY SHAW SPORTS TURF?

Shaw Sports Turf is a leader among synthetic turf companies in North America. Shaw Sports Turf has demonstrated industry leadership in both quality and innovation for more than two decades with over 3,500 successful installations, and an impressive list of high-profile installations, including the Baltimore Ravens, Tampa Bay Rays, Louisiana State University, Arizona Diamondback and many others. Engineered for performance and safety, Shaw Sports Turf features a product line designed specifically to meet the needs of athletes and sports programs.

**WANT TO BETTER YOUR FIELD WITH TURF? LET SHAW SPORTS TURF MAKE YOUR FIELD THE FIELD TO PLAY ON.**  
**ENHANCING PERFORMANCE. PROTECTING ATHLETES.**

Shaw Sports Turf is committed to a scientific approach to player performance and safety. Shaw offers turf system options from fibers and padding to infill materials that can be configured to meet our customers' unique needs.

## STRENGTH, STABILITY, EXPERTISE


Backed by a world class company: Shaw Industries

### A BERKSHIRE HATHAWAY COMPANY SINCE 2001.

In the past 3 years, Shaw has invested more than \$1 billion in capital for innovation and expansion. With \$5 billion in annual sales and over 20,000 associates, Shaw is a leading floorcovering provider.

**AMERICAN-OWNED AND AMERICAN-MADE, OUR TURF IS MANUFACTURED FROM START TO FINISH IN NORTHWEST GEORGIA.**

Through substantial assets, investments, key acquisitions and partnerships, Shaw Turf has quickly secured a leadership position as a complete turn-key surfacing company excelling in providing synthetic solutions for sports, commercial, residential landscaping, pet facilities, parks, playgrounds and landfill closures.



Shaw Sports Turf Baseball Expert, John Smoltz  
with Warren Buffett.

IN SPORTS, HAVING A SUPERIOR TEAM WILL ALWAYS BOOST YOUR ODDS OF A VICTORY. WHEN YOU CHOOSE SHAW SPORTS TURF, YOU'RE GETTING A DYNAMIC TEAM WITH EXTENSIVE INDUSTRY EXPERIENCE, VAST TECHNICAL KNOW-HOW AND A DISCIPLINED DRIVE TO GIVE YOU THE BEST PERFORMANCE POSSIBLE. WE SEE YOUR PROJECT THROUGH FROM START TO FINISH WITH OUR WIDE RANGE OF CAPABILITIES.

## MANUFACTURING

For Shaw Industries, quality is the name of the game. When you buy a Shaw Sports Turf field you have the peace of mind in knowing that your product is backed by the Shaw name and our commitment to providing you with the very best product.

**No fiber failures.** Since we have begun manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record – building our fields using the best innovations in the industry designed for performance and durability.

Shaw Sports Turf is very proud to hold 450+ONE certification that ensures the quality you expect and deserve to extend the life of your field without sacrificing performance. Each field undergoes a minimum of 450 quality and performance tests to ensure you are getting a world-class playing surface. +ONE represents our associates going above-and-beyond the requisite testing to make sure you are completely satisfied.



## BALANCING SAFETY & PERFORMANCE

### SHAW SPORTS TURF IS COMMITTED TO A SCIENTIFIC APPROACH TO PLAYER PERFORMANCE & SAFETY

At Shaw Sports Turf, our dedicated R&D team of educated and experienced professionals work hard every day to make our products the best the market has to offer.

Our sports turf R&D team has access to a large turf performance laboratory featuring all the necessary equipment to test gmax, ball roll, ball bounce, rotational resistance, vertical deformation, force reduction, tensile strength, wear, abrasion, UV, weather effects, and temperature effects.

**AS A RESULT OF OUR COMMITMENT TO RESEARCH AND DEVELOPMENT, SHAW SPORTS TURF PRODUCTS ARE CONSIDERED THE BEST THE INDUSTRY HAS TO OFFER AND GIVES CUSTOMERS PEACE-OF-MIND IN KNOWING THEIR ATHLETIC FIELDS ARE STATE-OF-THE-ART.**

With testing protocols and procedures that exceed those of even the most stringent independent labs, Shaw Sports Turf 's Research and Development Center is at the forefront of advancement in making better performing, safer, and more durable synthetic sports turf fields.

**ALL OF OUR SYSTEMS ARE DESIGNED AROUND CRITICAL PERFORMANCE TESTS**



## INNOVATION

The Shaw Sports Turf Research and Development Center maintains a full-time dedicated staff. Housed in a 75,000 square-foot laboratory, Shaw Sports Turf has a dedicated 13,000 square foot sports lab complete with testing equipment and an 18,000 square foot outdoor turf field testing area making it the largest and most expansive Sports Turf research facility in the industry.

***We are committed to innovation and are able to bring you cutting edge products that you cannot find anywhere else.***

### HYDROCHILL

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HydroChill is the only synthetic turf cooling system shown to cool by 50°F. HydroChill was tested in laboratory and real world field applications over three years. In fact, we are so confident in its ability, it is backed with the industry's only warranty.

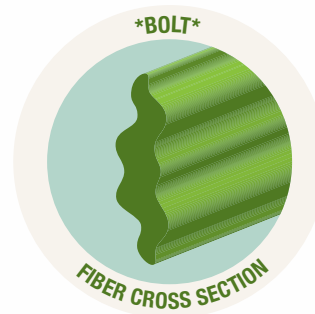
**Let your players focus on the task....not the temperature.**



### BOLT

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Bolt is a stronger, more resilient fiber system with a unique, state-of-the-art fiber shape. Its lightning bolt-shaped angles create a stronger vertical axis resulting in fibers that remain luster and more natural looking field. In fact, Bolt is so durable it exceeds the most stringent industry requirement for simulated wear by two times.





## GEOFILL

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Geofill systems from Shaw Sports Turf combine the durability of synthetic fibers with the natural footing and environmental benefits of organic infill. Geofill is the leading natural alternative infill in the synthetic turf market. It is made from completely natural materials, Geofill is composed primarily of coconut husks and fibers. Specifically designed for those who prefer to play on natural, Geofill is easy to maintain, provides a stable surface and is naturally cooler.

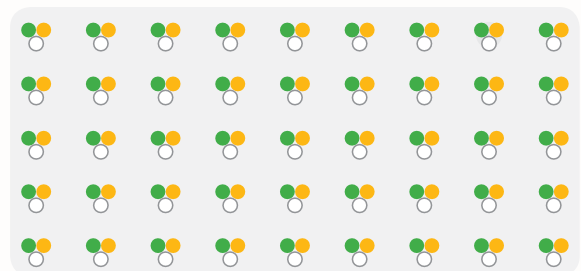


## SPIKE ZONE

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By threading three fibers through a single needle, Shaw Sports Turf's Spike Zone is an entirely different animal in the turf industry. The system features a patented combination of our high-performance monofilament fiber, our most durable slit film fiber and our Spike Zone thatch layer. All three fibers are run through one needle eliminating streaking, alternating rows and creating the ultimate combination of performance, durability and aesthetics.

### 3 ENDS PER NEEDLE



# TOP 5 REASONS TO CHOOSE SHAW SPORTS TURF

## AESTHETICS

Lush and green all year long no matter the weather or extreme use. Natural grass can't say that! Shaw Sports Turf has developed some of the most natural looking artificial turf products on the market. Our patented bolt shaped fiber disperses light rather than reflecting it for an amazingly, authentic appearance.

## DURABILITY

How much play does your field see? Do you use it for multiple sports and practice too? Shaw Sports Turf goes through 450 quality inspections to make sure it is durable enough to stand up to even the most punishing use.

## ENVIRONMENT

Shaw Sports Turf needs no water, no costly fertilizers or pesticides. It can save millions of gallons of water every year. And because the infill is composed of rubber, millions of tires each year are kept out of landfills. Best of all, at the end of a sport fields useful life, all components can be re-purposed through our Shaw Sports Turf reclamation network.

## COST

A Shaw Sports Turf field pays for itself in a short period of time. How much money do you spend on maintenance? Water? Chemicals? All of these costs are essentially eliminated. Though the initial cost may be higher, a Shaw Sports Turf field will save you in the long run. An additional benefit of choosing Shaw Sports Turf is the financing plans offered. A loan can be structured to fit your individual needs allowing you to conserve capital and manage your balance sheet more easily.

## MAINTENANCE

The maintenance on a sport field takes time and energy – mowing, watering, painting. Shaw Sports Turf is a virtually maintenance free solution. It is the right choice for any climate, and will look beautiful and green all year without the extra time and attention. For the minor attention that synthetic turf fields need Shaw Sports Turf has designed a multi-tiered maintenance program to support facility operators in the proper care and maintenance of their synthetic turf surfaces allowing you to protect and maximize your investment.





“  
IT TAKES 20 YEARS TO BUILD A REPUTATION AND FIVE MINUTES TO RUIN IT.  
”

– Warren Buffett

Trust is at the center of everything we do at Shaw Sports Turf. In fact, our core values, which we live every day, are ***honesty, integrity, and passion.***

As a Berkshire Hathaway Company, we are committed to doing the right thing and operate by the highest ethical standards at all times. The Berkshire Hathaway name is also a reassurance that we are going to be here tomorrow. Our business is solid and we aren't going anywhere anytime soon.

WHAT IS SHAW SPORTS TURF?

**IT'S MORE THAN A FIELD.**

IT'S A TOUCHDOWN DRIVE LATE IN THE GAME.

IT'S A WALK-OFF HOME RUN ON A SPRING AFTERNOON.

IT'S A PENALTY KICK TO WIN THE REGION CHAMPIONSHIP.

IT'S THE KIND OF TOUGH COACHING

THAT MAKES YOU BETTER AT BALL & LIFE.

**IT'S A TOUGH LOSS THAT SPARKS**

A DRIVE & INTENSITY THAT WASN'T THERE BEFORE.

IT'S A GREAT PERFORMANCE BY A 200-MEMBER BAND

**AT HALFTIME ON FRIDAY NIGHT.**

IT'S A BOOSTER CLUB MEETING TO PLAN FOR A GREAT SEASON.

IT'S REHASHING THE GAME OVER COFFEE

AT THE LOCAL DINER ON SATURDAY MORNING.

**IT'S HOLDING HANDS IN THE STANDS.**

IT'S A LITTLE BROTHER WHO WANTS TO GROW UP

**& WEAR THE SAME NUMBER.**

IT'S DREADING TWO-A-DAYS IN AUGUST, BUT PRAYING THAT

**YOU'LL STILL BE PRACTICING ON THANKSGIVING.**

IT'S A CROSS-TOWN RIVALRY THAT FILLS THE STANDS.

IT'S SIGNING A LETTER OF INTENT TO PLAY FOR A GREAT COLLEGE PROGRAM.

IT'S REMEMBERING & HONORING THE GREAT TEAMS OF THE PAST.

IT'S DEVELOPING A BOND THAT LASTS A LIFETIME.

**IT'S ABOUT ACHIEVING MORE.**

# PRODUCT SELECTION GUIDE



## BECAUSE IT'S MORE THAN A FIELD

When you choose Shaw Sports Turf, you're teaming up with a decades-long legacy of extraordinary performance and innovation driven by our parent company, Shaw Industries, a Berkshire Hathaway subsidiary.

With over 3,000 successful installations it's a legacy we're leveraging to provide high performance synthetic turf systems—setting new standards for design, quality and service in the process.

Mirroring the Shaw standard of service, our customer-focused culture allows for nothing short of 100% satisfaction.

## REVOLUTIONARY SYNTHETIC TURF SYSTEMS BUILT SPECIFICALLY FOR BASEBALL.

**B1K**  
BATTING A THOUSAND  
THE  
ULTIMATE PLAYING  
EXPERIENCE  
FOR ALL AREAS  
OF THE FIELD

*truhop*  
THE  
TRADITION  
TURNS TO  
TURF



aps

DIAMONDBACKS  
Celebrating 400 Million in Charitable Giving

fray's  
Fresh food.  
Famous low prices.

CHASE FIELD  
HOME OF THE DIAMONDBACKS



5 EDUARDO ESCOBAR						
PITCHER						
2015	0	HR	RB	AVG	H	OPS
	0	0	1	.100	3	.233
CAREER	6	HR	RB	AVG	H	OPS
	777	71	309	.285	651	.720
				MILES		

22 RICK PORO									
PITCHER									
	IP	ERA	K						
	2.0	7.71	3						
GAME STATS									
	1	2	3	4	5	6	7	8	9
	0	0	0	0	0	0	0	0	0

COX PITCH SPEED  
B2S1  
APRIL 30-M

CHASE  
pepsi  
GEICO

Safelite

fray's

OPENING DAY

# HOW TO CHOOSE

## THE FIBER TYPE THAT WILL BEST MEET YOUR NEEDS?

### SLIT FILM

What is slit film? Also known as fibrillated or monotape. A single tape is made and then cut into slits from top to bottom to divide it in several tapes. Its interlaced structure makes it very **durable**, and **reduces infill flyout**. While our slit film fiber is great for many applications, it performs especially well for sports that require more toughness and strength including football fields, baseball/softball infields and in multi-use facilities.



#### STRENEXE

Available in our Momentum SD and HP systems, the Stenexe fiber is a work horse that provides just the right balance of durability and performance.



#### STRENEXE XD

The Strenexe XD fiber is available in the Momentum Pro system. This fiber has a superior slit film construction and has duotone color for tremendous versatility. It creates a long-lasting and consistent playing surface.

### MONOFILAMENT

What is monofilament? It is a single strand of synthetic fiber bundled together to achieve a grass-like appearance. A monofilament fiber results in a more **controlled ball roll**. Monofilament also has less glare than a slit film resulting in a more **natural aesthetic**. While our monofilament fiber is an excellent option for numerous applications, it performs especially well for sports where ball-to-surface interaction is a key factor, including soccer fields and baseball/softball outfields.



#### BOLT MONOFILAMENT

The Bolt fiber, offered on premium turf systems, has a patented lightning bolt shape. This innovative shape gives it a stronger vertical axis for less breakdown and wear. The unique curved angles disperse light for a lower luster making a bolt field one of the most natural looking fields in the market.

#### THUNDERBOLT MONOFILAMENT

The evolution of our top-performing Bolt fiber, ThunderBolt is a high micron option of the unique lightning bolt shape now available in our NXT products for that extra level of durability.

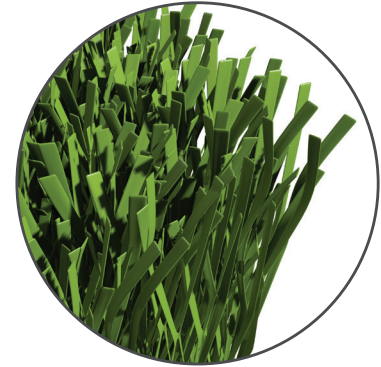


### THATCH

What is thatch? It is a textured yarn that is situated below the face yarn to enhance grass-pile recovery. It is added to systems to create a **matrix of protection** that minimizes infill movement and reduces migration to other areas of the field. This provides an extra layer of protection against inconsistent and unsafe playing surfaces.

SLIT FILM SYNTHETIC TURF SYSTEM

# MOMENTUM®



Movement is at the core of all things sport: the athletes, the ball, and all interactions in between. Shaw Sports Turf's Momentum fiber system has what it takes to keep all the action on the field at full speed. Using slit film technology, its interlaced structure holds down infill and reduces fly-out while maintaining a sturdy, steady, and reliable playing surface for athletes to consistently play in peak conditions. In fact, slit film technology was the fiber basis for infilled systems from the beginning and is still chosen for its durability and performance characteristics.

Momentum is available in different configurations, each with its own distinct benefits to keep players on the move all season, every season.

## MOMENTUM PRO

Utilizes the premium Strenexe XD fibers for superior construction

.....  
Duotone color versatility for aesthetics  
.....

Face weight optimized to provide the right mix of durability and performance

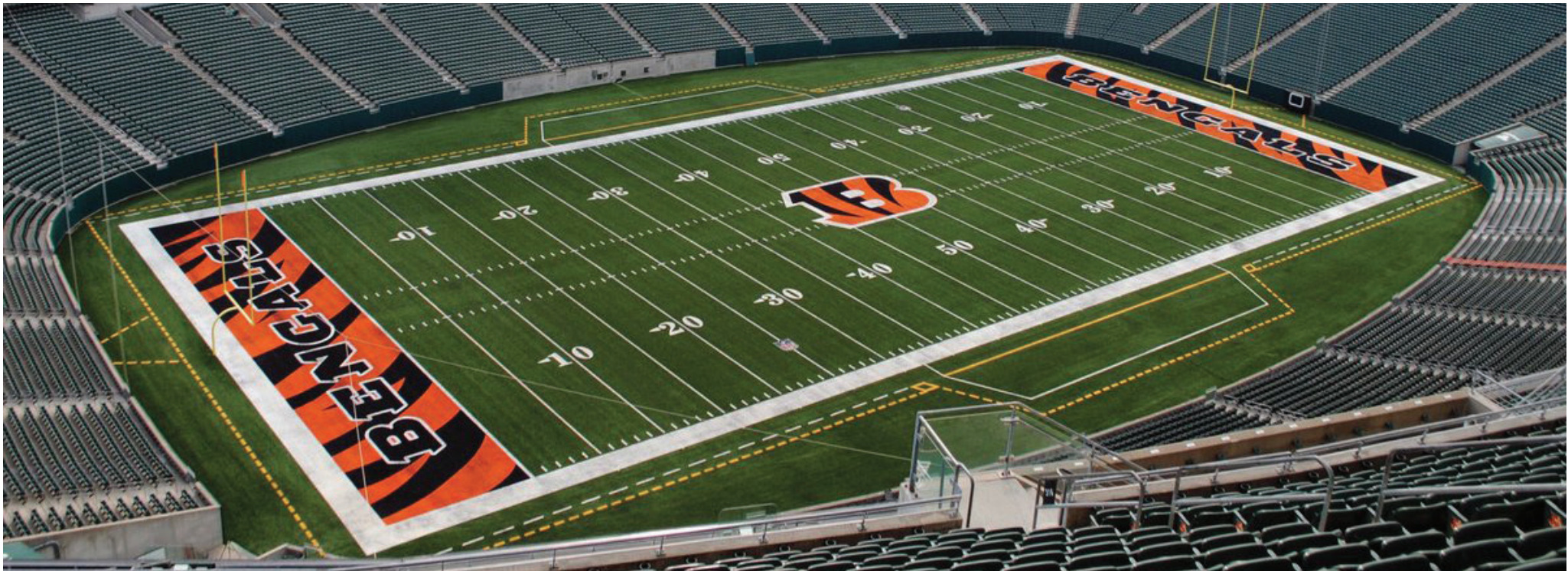
## MOMENTUM

Strenexe slit film fibers for the right system construction

.....  
Flexible fiber options to build a system to meet your field's needs

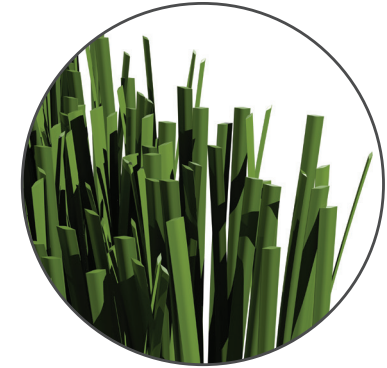
### All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Perfect mix of durability and performance
- Industry leading quality
- Shaw backed warranty



MONOFILAMENT SYNTHETIC TURF SYSTEM

# POWERBLADE®



Power is an explosive mix of strength and speed, a critical formula to outperform the competition. Shaw Sports Turf's PowerBlade fiber system provides the foundation athletes need to harness their potential. It is the go-to system for a surface where interaction with both the athlete and the ball are crucial to performance. Featuring long-lasting monofilament fibers designed to look and play more like natural grass, PowerBlade fields are ready to go, from pre-season to playoffs, for years to come.

PowerBlade comes in different configurations, each with its own distinct benefits to turn a field into a powerhouse.

## POWERBLADE NXT

Premium combination of Bolt and ThunderBolt monofilament fibers

.....  
Optimized face weight

## POWERBLADE PRO

Premium Bolt monofilament fiber

.....  
Optimized face weight

## POWERBLADE

Flexible fiber options to build a system to meet your field's needs

### All systems come with:

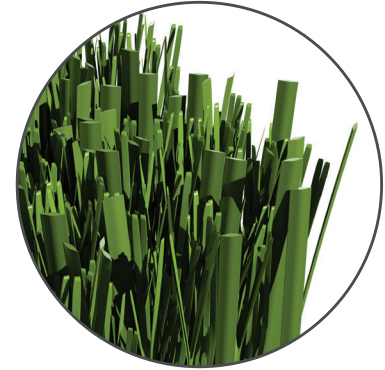
- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Natural appearance
- Designed for performance characteristics
- Shaw backed warranty





HYBRID SYNTHETIC TURF SYSTEM

# LEGION®



A team is a collection of players that work together to achieve a common goal. Just as teams have different positions for different roles, so does each part of Shaw Sports Turf's Legion fiber system. Combining slit film and monofilament fibers into one complete system, Legion provides the benefits of both: not only does it look like natural grass and allow for better ball roll, but it also has added durability and infill control.

Legion is available in different configurations, each with its own distinct benefits to make athletes play in a whole different league.

### LEGION NXT

High micron Thunderbolt monofilament and slit film fibers

.....  
One of the most durable products in the market

### LEGION PRO

Premium construction of both Bolt monofilament and slit film fibers

.....  
Optimized face weight for performance and infill flyout control

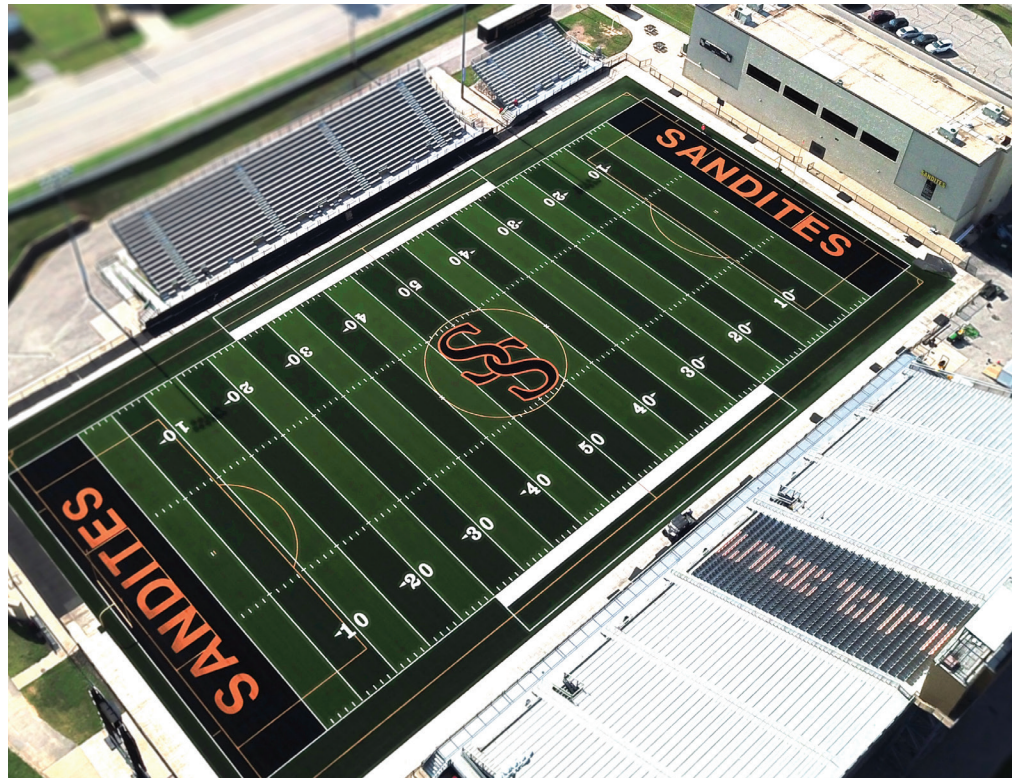
### LEGION

Our best selling product

.....  
Flexible fiber options to build a system to meet your field's needs

#### All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Great balance of traction, foot stability and aesthetics
- Designed for optimal performance characteristics and allows for control of infill flyout
- Shaw backed warranty



SYNTHETIC TURF SYSTEM WITH THATCH

# SPIKE ZONE<sup>®</sup>



Confidence in sport is built on trust—a trust in proven ability earned through hard work. Using a combination of fibers, Spike Zone synthetic turf systems by Shaw Sports Turf are designed with that same confidence in mind, backed with the science and testing to prove it. The tall fibers support the requirements for the ball and athlete to perform well, while the thatch layer adds another level of consistency for each step. How? Thatch supplies a matrix of protection that minimizes infill movement. The result is a field that appears lush, plays well, and lasts.

Each Spike Zone option is one of our proven Shaw Sports Systems combined with a valuable thatch layer.

## SPIKE ZONE PRO

Patented design of threading 3 fibers, monofilament, slit film and thatch fibers, through a single needle

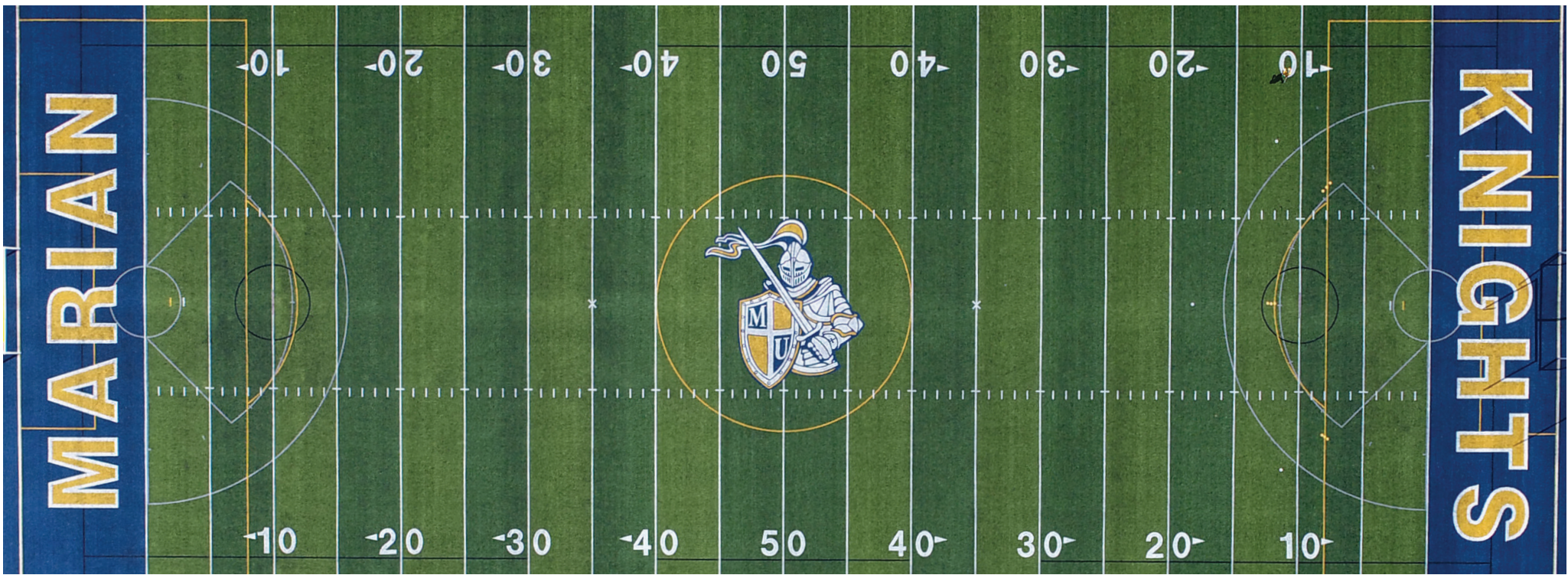
.....  
Optimized face weight

## SPIKE ZONE

Flexible fiber weights and construction using monofilament or slit film with a thatch layer to build a system to meet your field's needs

### All systems come with:

- Ultraloc backing system that provides dimensional stability and improved tuft bind
- Spike Zone thatch layer helps reduce infill fly-out
- Maximum cleat-infill interaction
- Natural aesthetic, high performance and increased durability
- Shaw backed warranty



WHAT IS SHAW SPORTS TURF?

**IT'S MORE THAN A FIELD.**

IT'S A TOUCHDOWN DRIVE LATE IN THE GAME.

IT'S A WALK-OFF HOME RUN ON A SPRING AFTERNOON.

IT'S A PENALTY KICK TO WIN THE REGION CHAMPIONSHIP.

IT'S THE KIND OF TOUGH COACHING  
THAT MAKES YOU BETTER AT BALL & LIFE.

**IT'S A TOUGH LOSS THAT SPARKS**

A DRIVE & INTENSITY THAT WASN'T THERE BEFORE.

IT'S A GREAT PERFORMANCE BY A 200-MEMBER BAND

**AT HALFTIME ON FRIDAY NIGHT.**

IT'S A BOOSTER CLUB MEETING TO PLAN FOR A GREAT SEASON.

IT'S REHASHING THE GAME OVER COFFEE

AT THE LOCAL DINER ON SATURDAY MORNING.

**IT'S HOLDING HANDS IN THE STANDS.**

IT'S A LITTLE BROTHER WHO WANTS TO GROW UP

**& WEAR THE SAME NUMBER.**

IT'S DREADING TWO-A-DAYS IN AUGUST, BUT PRAYING THAT

**YOU'LL STILL BE PRACTICING ON THANKSGIVING.**

IT'S A CROSS-TOWN RIVALRY THAT FILLS THE STANDS.

IT'S SIGNING A LETTER OF INTENT TO PLAY FOR A GREAT COLLEGE PROGRAM.

IT'S REMEMBERING & HONORING THE GREAT TEAMS OF THE PAST.

IT'S DEVELOPING A BOND THAT LASTS A LIFETIME.

**IT'S ABOUT COMMUNITY.**

**1:1** One field of pad produced equals one turf field diverted from the landfill.



**NXTPLAY**  
SUSTAINABLE. PLAYABLE. RELIABLE.

## **ARTIFICIAL TURF'S NEXT PLAY.**

Superior performance through sustainability. The NXTPlay performance shock pad is a creative solution for an artificial turf field at the end of its useful life. We are recycling these old playing surfaces and transforming them into an innovative, high-quality product and environmental value.

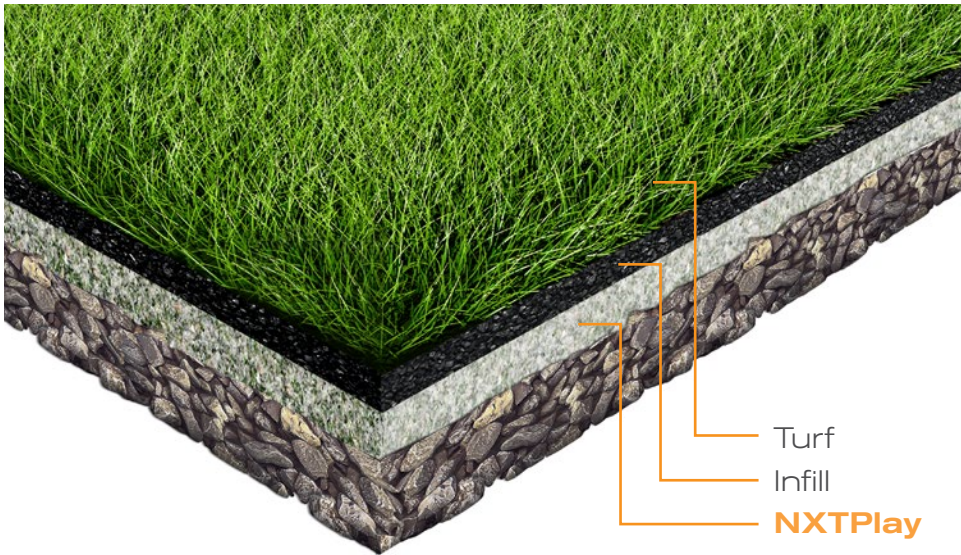
**NXTPlay delivers excellent playability, exceptional safety and results in the diversion of used turf from landfills.**

**shaw**<sup>®</sup>  
SPORTS TURF 

# NXTPLAY

SUSTAINABLE. PLAYABLE. RELIABLE.

Shaw provides a one-stop source, offering every component of the turf system from the pad up.



At Shaw Sports Turf, we're creating a new life for materials that would traditionally be discarded as waste. The patent-pending NXTPlay performance shock pad will help keep used turf from finding its way to the landfill. Not only is NXTPlay a great play for the environment, it's a great play for your field.



## PLAYABILITY

- Excellent performance results in all playability metrics
- Firm, natural feel underfoot
- Tailored for use with Shaw Sports Turf systems and the Playability Assessment Tool
- Natural ball-to-surface interaction and player to surface interaction
- Consistent and safe for the athlete
  - Gives the athlete freedom to focus on their craft, not the playing surface



## RELIABILITY

- Freeze-thaw resistant
  - In multiple cycles of freeze and thaw, no pad separation and no gaps
  - Additionally, no gaps between the pad or the turf around the perimeter where the edges are secured
- Superior drainage rate, greater than 500 mm/hr
- Backed by Shaw's 25-year warranty



## SUSTAINABILITY

- Turf landfill avoidance
- Made with up to 80% recycled content
- Zero water used in the manufacturing process
- Completed material health assessment
- Recycled and manufactured in the USA



## INSTALLATION

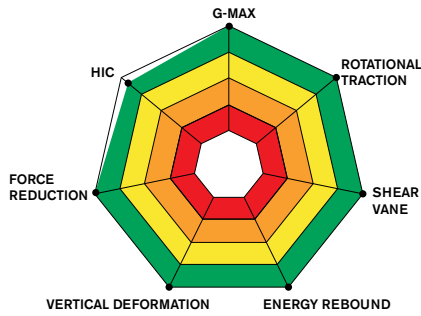
- Easy to install - larger rolls vs. smaller pieces
- Less installation hassle
  - Fewer pad seams and less edge detail mean faster installation
  - 2x faster to install compared to other underlayment products on the market
- Stable under any weather conditions
- Reduces waste material



As illustrated by Shaw Sports Turf's patented Playability Assessment Tool, the NXTPlay performance shock pad shows enhanced results for the system when compared to competitor underlayment products. In each of these comparison examples, the fabric and infill combinations are identical.

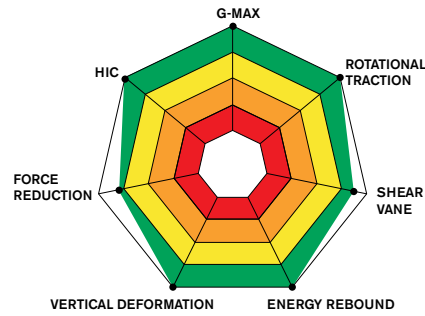
### NXTPLAY

B1K Tag Up with Geofill

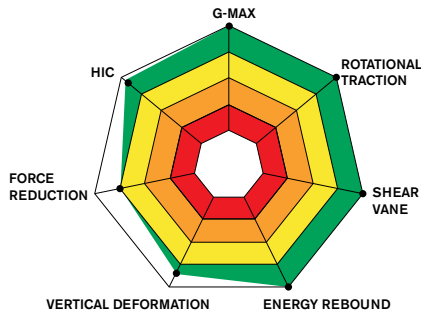


### COMPETITOR PADS

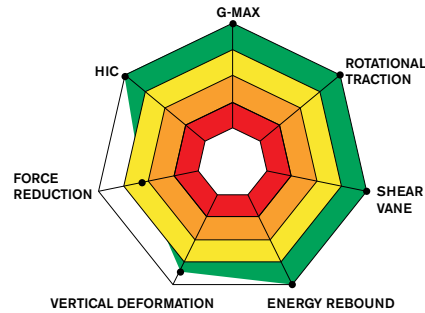
B1K Tag Up with Geofill and Rebound Foam Pad



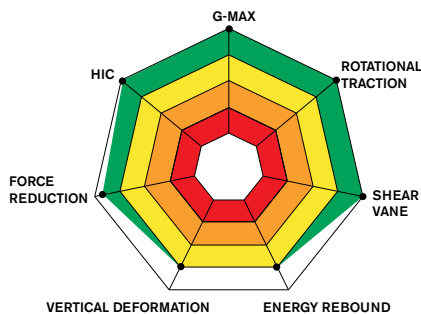
Legion 2.0 with Sand/Rubber



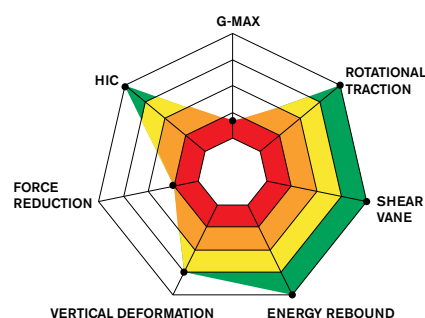
Legion 2.0 with Sand/Rubber and Rebound Foam Pad



Momentum 2.0 with Sand/Rubber

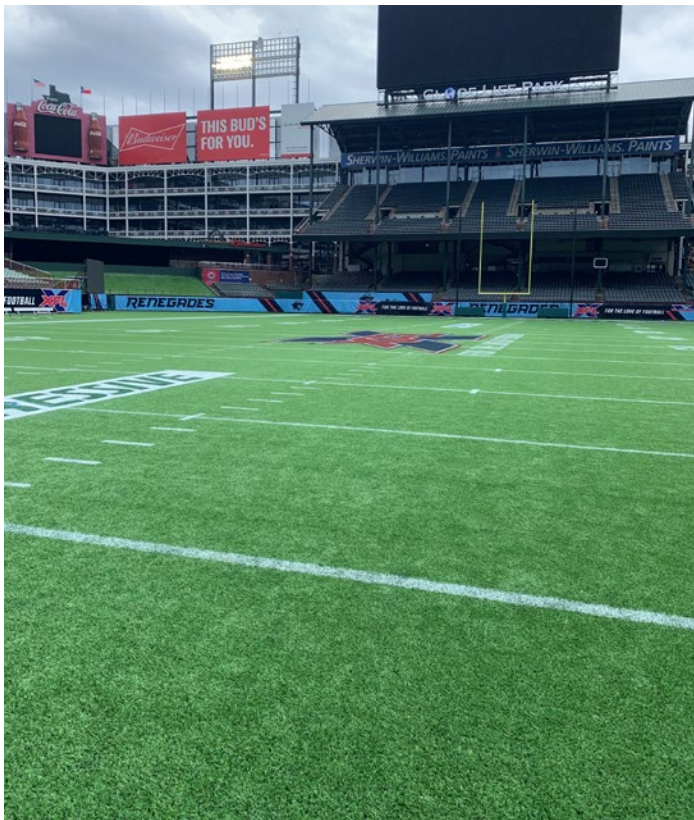


Momentum 2.0 with Sand/Rubber and Expanded Polypropylene Pad





Georgia Institute of Technology (GA Tech)  
Football Stadium, Atlanta, GA



Globe Life Park  
Home of the Dallas Renegades  
Arlington, TX



Toronto Blue Jays  
Training Facility  
Dunedin, FL

ATTRIBUTES	STANDARD	UNIT	SPECIFICATIONS
Contents	Contents	n/a	Recycled Turf, Recycled PET, PET Binder
Thickness*	ASTM 3676	mm	16
Density*	ISO 8543	lb/cu. ft.	10
Tensile Strength	EN12230	Mpa	>0.15
Dimensions	-	ft.	120'x12' roll
Roll Weight	-	lbs	800

PERFORMANCE TEST	STANDARD	UNIT	SPECIFICATIONS
Infiltrator (Drainage)	EN12616	mm / hr	>500
Freeze/Thaw	EN 13746	%	<0.5

SUSTAINABILITY	STANDARD	UNIT	SPECIFICATIONS
Recycled Content*	-	%	80%
Turf Recycled Content*	-	%	50%
Turf Landfill Avoidance	-	yes/no	Yes
Toxicology	EPA 6010B	pass/fail	Pass
Antimicrobial	ASTM G22-76	-	No Growth

\*Except where noted as a minimum or maximum, the above specifications are nominal.



## SHAW SUSTAINABILITY POLICY

Shaw is committed to sustainability as the business model that positions us as the industry leader today and far into the future. It is a model designed to drive our business performance, innovation, growth and productivity across our value chain and that of our customers and partners.

We are committed to acting in a manner that is responsible, efficient and effective in our application of human and material resources to meet the current and future expectations of our people, customers and stakeholders. Guided by a Cradle to Cradle<sup>SM</sup> philosophy, we are dedicated to continually creating business value by leveraging and enhancing our systems and performance through our three pillars of sustainability:

- Corporate Governance and Social Responsibility
- Operational and Environmental Excellence
- Innovative Products and Services

Through our Shaw Green Edge<sup>®</sup> platform, we demonstrate our leadership and sustainable value creation, today and tomorrow. That's the Shaw Green Edge.

### OUR GOALS

Our sustainability and management approach is governed by a board consisting of the CEO and President of Shaw Industries Group, Inc., and the CFO of Berkshire Hathaway Inc. Executive compensation is linked to the company's annual performance. Our procedures for overseeing the identification and management of economic, environmental, and social performance are embedded in our Growth & Sustainability Council.

In 2012, the Growth & Sustainability Council approved new forward-looking environmental goals designed to help drive our performance—and our company—towards a better future. The reduction goals are based on the baseline year relevant to that metric.

#### 2030 ENVIRONMENTAL PERFORMANCE GOALS

- Reduce actual vs modeled energy intensity 40%
- Reduce total waste to landfills 100%
- Reduce hazardous waste 100%
- Reduce water intensity 50%
- Achieve an OSHA incident rate of ZERO
- Design 100% of our products to Cradle to Cradle protocols

For more information concerning our goals and efforts, please see our 2015 Shaw Sustainability report at <https://shawinc.com/Corporate-Responsibility>.

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Felony Conviction Notification

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

October 4, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature & Title

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

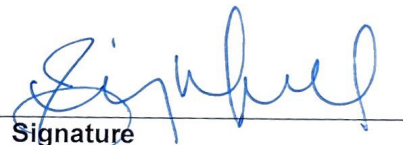
I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

Shaw Industries, Inc.

**Contact**

  
\_\_\_\_\_  
**Signature**

Jimmy Marshall  
\_\_\_\_\_  
**Printed Name**

Director Cooperative Sales  
\_\_\_\_\_  
**Position with Company**

**Address**

616 E Walnut Ave

Dalton, Georgia 30722

**Official  
Authorizing  
Proposal**

  
\_\_\_\_\_  
**Signature**

Chuck McClurg  
\_\_\_\_\_  
**Printed Name**

Vice President Shaw Turf  
\_\_\_\_\_  
**Position with Company**

**Phone**

\_\_\_\_\_

**Fax**

\_\_\_\_\_

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Chuck McClurg, as an authorized representative of

Shaw Sports Turf, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

October 4, 2021  
Date

## FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

## CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
  - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Chuck McClurg, as an authorized representative of Shaw Sports Turf, the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: *Chuck McClurg* Date: October 4, 2021

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s) : \_\_\_\_\_

Date: \_\_\_\_\_

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

Solicitation Number 22-05

Request for Proposal (“RFP”)

By

Region 4 Education Service Center (“ESC”)

for

Sport Surfaces, Installation, and Related Material

**SUBMITTAL DEADLINE: Tuesday, October 5, 2021, 2:00 PM CENTRAL TIME**

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than September 17, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

### VIRTUAL ONLY NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held virtually on September 16, 2021 at 10:00 am. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by September 13, 2021. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: August 26, 2021

## I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Sport Surfaces, Installation, and Related Material. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Sport Surfaces, Installation, and Related Material, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

Due to the potential scope of work needed by Participating Public Agencies, awarded Contractor(s) may use unit prices established for the contracts specified by the latest version of the RSMean Construction Procurement Catalog (Unit Price Book "UPB") when providing Sport Surfaces, Installation, and Related Material products and services under a Master Agreement; in such cases, the UPB that may be utilized by an awarded Contractor(s) is incorporated by reference into this RFP. As part of the Products/Pricing section of this RFP, located under the Evaluation Process and Criteria, a national co-efficient for standard and non-standard hours is being requested as it relates to when/if a UPB is being utilized.

All Offeror's are encouraged to submit including contractors, manufacturers, distributors, and dealers. Should an Awarded Offeror utilize distributors and/or dealers that have been approved, Participating Public Agencies may choose to issue work directly to the distributor and/or dealer if allowed by the Awarded Offeror and Participating Public Agency.

### NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency

agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX D, or as otherwise agreed to. APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (APPENDIX D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Sport Surfaces, Installation, and Related Material purchased under the Master Agreement through OMNIA Partners is approximately \$80M. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SPECIAL OFFERS/PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

CUSTOMER SUPPORT

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

**II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):**

<u>Event</u>	<u>Date</u>
Issue RFP	August 26, 2021
Pre-proposal Conference	September 16, 2021
Deadline for receipt of questions via email	September 17, 2021
Issue Addenda (if required)	September 23, 2021
Proposal Due Date	October 5, 2021
Approval from Region 4 ESC	February 22, 2022
Contract Effective Date	March 1, 2022

### III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than September 17, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:



- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of the solicitation, however bound copies are not required.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

If bound copies are provided, responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
  - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
  - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
  - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
  - e. Felony Conviction Notification (Appendix C, Doc #5)
  - f. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that

would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

- c) Offeror is not currently delinquent in the payment of any franchise taxes.
  - d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From Jimmy Marshall

Company Shaw Industries, Inc. d/b/a Shaw Sports Turf

Address 616 E Walnut Ave

City, State, Zip Dalton, Georgia 30722

Solicitation Name and Number 22-05 Due Date and Time October 5, 2021, 2:00PM CST

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case,

Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s). Region 4 ESC reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Region 4 ESC may determine that interviews are not necessary. In the event the interview process shall be taken into consideration when evaluating the stated criteria. Region 4 ESC shall not reimburse the Offeror for the costs associated with the interview process.
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all

documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
  - a) Name, address and telephone number of protester;
  - b) Original signature of protester or its representative;
  - c) Identification of the solicitation by RFP number;
  - d) Detailed statement of legal and factual grounds including copies of relevant documents;  
and
  - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

#### IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) Products/Pricing (40 Points)
- b) Performance Capability (30 Points)
- c) Qualification and Experience (20 Points)
- d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

**a) Products/Pricing** i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of an Offeror's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Discounts proposed should remain the same for the first 12 months after the contract award. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: *(if applicable)*

- Manufacturer or Other Part #
- Offeror's Part # (if different from the above part #)
- Description
- Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

iii. Provide a national co-efficient for standard and non-standard hours that may be used when the UPB is being utilized. For clarification, additional co-efficients are not being requested as an awarded Contractor(s) may utilize the UPB's city index.

iv. Is pricing available for all products and services? **Yes. Pricing is available for all proposed products and services.**

v. Describe any shipping charges. **As each project differs in size and scope, shipping methods and locations vary. Shipping charges will be calculated at time of contract.**

vi. Provide pricing for warranties on all products and services. **Standard manufacturer warranty is included in price for all products unless otherwise noted. Additional warranty may be provided on a case by case basis upon request.**

vii. Describe any return and restocking fees. **Each turf project is custom and manufactured on demand. Returns and restocking fees do not apply.**

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc. **Additional volume discounts may be given in certain situations. Generally, as the square footage of a project increases, the price of turf per square foot decreases.**

ix. Describe how customers verify they are receiving Contract pricing. **Customers can verify pricing is consistent with contract by referring to the provided "proposal cost breakout" after design and scope of project has been finalized and signed off by customer.**

- x. Describe payment methods offered.
- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. **Changes to pricing is typically infrequent, however due to the current economic environment adjustments may occur accordingly.**
- xii. Describe how future product introductions will be priced and align with Contract pricing proposed. **Future products will be priced in alignment and compliance with proposed Contract pricing.**
- xiii. Provide any additional information relevant to this section.

#### Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

- b) Performance Capability**
- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
  - ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
  - iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
  - iv. Describe how Offeror responds to emergency orders. **Emergency Orders (such as FEMA, etc.) are addressed in the same ordering process.**
  - v. What is Offeror's average Fill Rate? **N/A each order is custom.**
  - vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines. **Greater than 90%.**
  - vii. Describe Offeror's return and restocking policy. **N/A**

- viii. Describe Offeror's ability to meet service and warranty needs. Refer to Supplier Response
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc. **Shaw Sports Turf warranty claims are processed by contacting Warranty Coordinator Deb Henning at 706-879-3517 or [deb.henning@shawinc.com](mailto:deb.henning@shawinc.com)**
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards. **Credit cards and p cards are accepted with a 3% processing fee. Net 30, Net 45, and payments throughout the project duration are also offered. Note that all projects must be approved by Shaw Financial Services.**
- xi. Describe Offeror's contract implementation/customer transition plan. **Refer to Supplier Response.**
- xii. Describe the financial condition of Offeror. **Refer to Supplier Response**
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality. **Refer to Supplier Response**
- xiv. Describe the Offeror's safety record. **Refer to Supplier Response**
- xv. Provide any additional information relevant to this section. **Refer to Supplier Response**

**c) Qualification and Experience** i. Provide a brief history of the Offeror, including year it was established and corporate office location.

ii. Describe Offeror's reputation in the marketplace.

iii. Describe Offeror's reputation of products and services in the marketplace.

iv. Describe the experience and qualification of key employees.

v. Describe Offeror's experience working with the government sector.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

viii. Provide any additional information relevant to this section.

**\*Please refer to Supplier Response documents\***

**d) Value Add** i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.



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5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror

## **Introduction**

Shaw Industries Group, Inc. (Shaw) has prepared this Affirmative Action Program (AAP) for the period of January 1, 2019 through December 31, 2019, reaffirming its commitment to the spirit and letter of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Through the implementation of this AAP Shaw continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP Shaw recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## **Reaffirming Commitment to Equal Employment Opportunity**

In setting forth this AAP Shaw reaffirms its belief in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment.

On a corporate level, the Corporate EEO Officer, as designated by the Chief Executive Officer of the Company, has overall responsibility for EEO and Affirmative Action Plan Compliance for the Company. On a facility level, the EEO Coordinator has the same responsibility.

Corporate's Plant Manager designated the Equal Employment Opportunity Coordinator (EEO Coordinator). Heather Canada Smith oversees the AAP development, modification, implementation, and reporting requirements and conducts management updates. The EEO Coordinator also analyzes Shaw's selection process in order to further the principles of equal employment opportunity.

As part of Shaw's commitment to this overall process, it will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, sexual orientation, gender identity, and national origin. Regular review by Shaw, as described in this AAP, helps to ensure compliance with this policy.

## **Internal Dissemination of EEO Policy**

### **41 C.F.R. § 60-1.42**

Shaw posts copies of the equal employment opportunity notices that comply with 41 C.F.R. § 60-1.42(a) in conspicuous places (including, where applicable, electronic websites) available to employees, applicants for employment, and (if applicable) representatives of each labor union or other organization representing its employees with which Shaw has a collective-bargaining agreement or other contract or understanding. The following exemplify the methods and locations Shaw may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although Shaw may not always use each or any of the below methods, and it may use other methods not listed below:

1. Internal employee manuals contain the policy statement.
2. The policy statement is posted on bulletin boards accessible to employees.
3. Shaw references the policy and progress in its annual report, newspaper, magazine and other publications.
4. Orientation meetings for new employees and in-house employment-related training include references to Shaw's policy.
5. Shaw publications, if any, including those with photographs, generally feature individuals of diverse gender, race, color, and national origin, where feasible.
6. Pertinent portions of Shaw's Affirmative Action Program are available during regular business hours for inspection by employees and applicants for employment.

## **External Dissemination of EEO Policy**

### **41 C.F.R. § 60-1.41; 41 C.F.R. § 60-1.5**

1. In solicitations or advertisements for employees placed by or on its behalf, Shaw complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
  - a. Shaw states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).
  - b. Shaw uses display or other advertising that includes an appropriate insignia prescribed by the Deputy Assistant Secretary, subject to the provisions of 18 U.S.C. § 701. 41 C.F.R. § 1.41(b).
  - c. Shaw uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure

all qualified applicants equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(c).

- d. Shaw uses a single advertisement in which appears in clearly-distinguishable type the phrase “an equal employment opportunity employer.” 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
2. The following exemplify the methods and locations Shaw may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although Shaw may not always use all of the below methods, and it may use other methods not listed below:
    - a. Shaw notifies subcontractors, suppliers and vendors of the policy about both its obligations to equal employment opportunity and about Shaw’s AAP.
    - b. Shaw advises recruitment sources, minority and female organizations, community agencies, leaders, secondary schools and colleges annually in writing of its commitment to this policy and AAP. Shaw informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, sexual orientation, gender identity, and national origin.
    - c. Shaw communicates with the state employment security office in writing regarding the policy.
    - d. Shaw advises prospective employees of the existence of the AAP and makes pertinent portions of it available upon request, during regular business hours.
  3. In addition, Shaw incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes and such other contracts and subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41 C.F.R. § 60-1.4 (a) – (c) (unless exempted under 41 C.F.R. § 60-1.5).

## **Establishment of Responsibility for Implementation of the AAP**

### **41 C.F.R. § 60-2.17(a)**

#### **A. Identification and Responsibilities of EEO Administrator**

Overall responsibility for Shaw's AAP rests with the EEO Coordinator, Heather Canada Smith. Heather Canada Smith ensures that the AAP complies with all applicable laws, orders and regulations, including but not limited to, Executive Orders 11246, 13496, and their progeny. Specifically, Heather Canada Smith or the designated representative's duties include:

1. Developing, maintaining and, where appropriate, modifying Shaw's AAP to ensure compliance with the EEO/AA law.
2. Developing and, where appropriate, modifying procedures for effectively communicating the AAP and its elements both internally and externally.
3. Advising management on EEO/AA progress, reporting potential EEO/AA problem areas, and assisting management in finding equitable solutions, where feasible, to any identifiable EEO/AA problem areas.
4. Evaluating the effectiveness of Shaw's AAP on a regular basis, and reporting to management.
5. Designing, implementing, and overseeing audit and reporting systems that periodically measures the effectiveness of the total affirmative action program. 41 C.F.R. § 2.17 (d)(1)-(4), identifying need for remedial action, and determining the degree to which objectives have been achieved.
6. Acting as Company representative and liaison with any government agencies regarding this AAP.
7. Monitoring Company policies and procedures with regard to terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
8. Auditing the content of Shaw's bulletin board and electronic policies, as appropriate, to ensure compliance information is posted and up to date.
9. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
10. Serving as a liaison between Shaw and organizations, such as minority organizations and women's organizations.
11. When necessary, developing sales and management training programs to increase protected-group participation.
12. Assisting in the investigation, handling and disposition of employee harassment and discrimination complaints.

13. Discussing EEO/AA policies with all personnel, including management, to ensure that Shaw's policies and the need for their support are understood at all levels.
14. Reviewing Shaw's AAP for qualified women and minorities with all managers and supervisors to ensure the policy is understood and followed in all personnel actions.
15. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, comparable facilities for both sexes, and opportunity for participation in Company-sponsored recreational, educational and social activities.
16. Auditing training programs, hiring, and promotion patterns.

**B. Management Responsibilities**

Line and upper management share responsibility for the AAP, including but not limited to the following:

1. Assisting in auditing AAP progress, including identifying problem areas, formulating solutions, establishing appropriate goals, and developing necessary training programs.
2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner in hiring, promotion, transfers, and termination actions.
3. Making available career counseling, when appropriate.
4. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee and his or her duties.
5. Reviewing position descriptions of the jobs in the manager's area or department to see that they adequately reflect the job to be performed.
6. Assisting subordinates and upper management in the prevention of harassment.

## **Identification of Areas for Discussion**

### **41 C.F.R. § 60-2.17(b)**

Shaw's commitment to fully implement this policy and AAP include periodic reviews of mission critical workforce factors in a number of ways, including performing an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. These analyses include:

1. The workforce by organizational unit and job group of minority or female utilization and distribution;
2. Personnel activity to determine whether there are selection disparities;
3. Compensation systems to determine if there are gender-, race-, or ethnicity-based disparities;
4. Selection, recruitment, referral, and other personnel procedures to determine whether they result in employment or placement disparities of minorities or women; and,
5. Any other areas that might impact the success of the affirmative action program. 41 C.F.R. § 2.17 (b)(1)-(5), including, for example, Shaw's review of:
  - a. The workforce composition by race and sex to compare it to the availability of these groups;
  - b. Shaw's applicant flow compared to the availability for the protected groups;
  - c. A comparison of hires to applicants pertaining to minorities and women;
  - d. Selection forms, such as applications for employment, to ensure they comply with federal and state employment laws;
  - e. Processes to ensure there are no artificially-created barriers or restrictive seniority provisions; and,
  - f. Training opportunities to ensure they are available to minorities and women.

Identification of problem areas are discussed in the next section titled Narrative Discussion of Goals.

## **Development & Execution of Action-Oriented Programs**

### **41 C.F.R. § 60-2.17(c)**

Shaw has instituted action-oriented programs designed to eliminate any problem areas, should they exist, in accordance with § 60-2.17(b), and to help achieve specific affirmative action goals. Shaw also makes a good-faith effort to remove identified barriers, expand employment opportunities, and produce measurable results. These programs may include items such as:

1. Conducting periodic reviews of job descriptions attempting to ensure they accurately reflect job-related duties and responsibilities.
2. Annually reviewing job qualifications by department and job title for job-relatedness, and using job performance criteria.
3. Making job descriptions and qualifications available to recruiting sources and to all members of management involved in the recruiting, screening, selection, and promotion processes.
4. Making good-faith efforts to select the most qualified candidates. Shaw recognizes the duty, should the need arise, to make good faith efforts to remedy any statistically significant underutilization of minorities and women. Accordingly, Shaw commits to evaluating the total selection process to ensure selections are made in a nondiscriminatory manner through:
  - a. Reviewing the job applications and other pre-employment forms to ensure information requested is job-related;
  - b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity;
  - c. Providing assistance, such as training and guidance on proper interviewing techniques and EEO training, to employees, management, and supervisory staff, including, but not limited to, those who are involved in the recruitment, selection, discipline and other related processes, so that personnel actions are made in a nondiscriminatory manner; and
  - d. Reviewing selection techniques and employment standards.
5. Shaw employs appropriate methods to attempt to improve recruitment and increase the flow of qualified minorities and women applicants in its recruiting process, including a number of the following actions:
  - a. Including the phrase, "Equal Opportunity/Affirmative Action Employer" in printed employment advertisements;
  - b. Placing help-wanted advertisements, when appropriate, in local minority news media and women's interest media;
  - c. Disseminating information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur;



- d. Encouraging all employees to refer qualified applicants;
  - e. Actively recruiting in secondary schools, junior colleges, colleges and universities with predominantly minority or female enrollments where underutilization exists in such areas, and
  - f. Requesting employment agencies to refer qualified minorities and women.
  - g. Shaw considers using special employment programs designed to deal with underutilization. Business conditions and other feasibility matters remain the key factor in any decision to develop/implement such programs.
  - h. Whenever feasible and appropriate, Shaw participates in job fairs, career days, youth-motivation programs and other programs that foster exposure for qualified minorities and women.
  - i. Shaw encourages minorities and women to participate in Company-sponsored activities and programs.
  - j. Shaw utilizes various community organizations and schools as referral sources.
6. Shaw reviews promotion criteria and procedures so that job qualifications form the basis for the promotional decisions. Shaw monitors promotion rates for minorities and women and, when necessary, may employ one or more of the following procedures:
- a. Maintaining an inventory of current minority and women employees to determine special job-related talents, skills and experience.
  - b. Providing job training, job-related courses or certificate programs.
  - c. Reviewing work specifications and job qualifications to ensure job-relatedness.
  - d. Reviewing promotion decisions for possible impact on women or minorities.
  - e. Conducting career counseling, where appropriate, during performance evaluations.
  - f. Informing employees about educational programs and other opportunities available to improve their employment prospects.
  - g. Reviewing seniority practices for possible impact on women and minorities.
  - h. Reviewing Company-sponsored social and recreational activities to ensure non-discriminatory participation and availability.
  - i. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

1. Generally posting or otherwise announcing most promotional opportunities.
2. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
3. Evaluating job requirements for promotion.

## **Internal Audit and Reporting System**

### **41 C.F.R. § 60-2.17(d)**

1. Heather Canada Smith, Shaw's EEO Coordinator , maintains an internal audit system to attempt to oversee Shaw's Affirmative Action Program and assess progress. The EEO Coordinator is responsible for ensuring that the formal AAP documents are developed and prepared and for the effective AAP implementation; however, responsibility is likewise vested with each department manager and supervisor, depending upon the specific responsibility. The audit system is designed and implemented to measure the effectiveness of the total affirmative action program [41 C.F.R. § 2.17 (d)(1)-(4)], including:
  - a. Monitoring records of all personnel activity, including: referrals, placements, transfers, promotions, terminations, and compensation, at all levels, to ensure the nondiscriminatory policy is carried out,
  - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained,
  - c. Reviewing reports at all levels of management; and
  - d. Advising top management of the program's effectiveness and submitting recommendations to improve unsatisfactory performance. 41 C.F.R. § 2.17 (d)(1)-(4).
2. Shaw reviews various employment decisions, such as job referrals, hiring decisions, transfers, promotions, and terminations. Shaw maintains summary data where necessary and feasible, and conducts regular reviews at least annually.
3. There is no "de facto" (in practice without being officially established) segregation. Further, Shaw ensures that facilities, as broadly defined in 41 C.F.R. § 60-1.8, provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result, provided that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.
4. Shaw complies with required records retention provisions set forth in 41 C.F.R. §60-1.12 and elsewhere in the applicable OFCCP regulations, and maintains a) employment applications (generally for two years); b) summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants, where necessary and feasible,

and conducts regular reviews at least annually; c) applicant flow showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for job opportunities, and the relevant applicant/hire decisions; d) summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; e) and records pertaining to its compensation system.

5. Provide needed reports to managers and supervisors regarding the results of the audit as well as Shaw's overall progress in the area of EEO/AA. Any recommended actions should be made as well. Reports shall be made to senior management on at least an annual basis.

## **Guidelines for Prevention of Sex Discrimination**

### **41 C.F.R. § 60-20.1 et seq.**

Shaw supports the promotion and ensuring of equal employment opportunity of its employees and applicants without regard to sex, and endorses and complies with the following policy statements.

1. Shaw employment advertisements do not express a sex preference nor does Shaw place advertisements in columns designated "males" or "females", unless sex is a bona fide occupation obligation. 41 C.F.R. §60-20.2(a).
2. Employees of both sexes at Shaw shall have an equal opportunity to any available job that he or she is qualified to perform, unless sex is a bona fide occupation obligation. 41 C.F.R. §60-20.2.
3. Shaw maintains gender-neutral personnel policies that expressly indicate that there shall be no gender discrimination against employees. The terms and conditions of any written collective bargaining agreements shall not be inconsistent with these guidelines. 41 C.F.R. §60-20.3(a).
4. Shaw makes no distinction based upon sex in employment opportunities, wages, hours, or other conditions of employment. 41 C.F.R. §60-20.3(c).
5. Shaw will not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex, or deny employment to women with young children unless it has the same exclusionary policies for men, or terminate the employment of an employee of one sex in a job classification upon reaching a certain age unless the same rule is applicable to members of the opposite sex. 41 C.F.R. § 60.20.3(d).
6. Shaw has policies and practices to ensure appropriate physical facilities to both sexes. 41 C.F.R. § 60-20.3(e).
7. Shaw will not deny a female employee the right to any job she is qualified to perform in reliance on a State "protective" law regarding, for example, prohibiting women from performing work such as a bartender, or for working at jobs requiring more than a certain number of hours or lifting above a certain weight. 41 C.F.R. § 60-20.3(f).

8. Shaw endorses and complies with the 1978 Pregnancy Discrimination Act, as it amended Title VII of the Civil Rights Act of 1964. Shaw applies any leave of absence policy uniformly, regardless of sex. 41 C.F.R. § 60-20.3(g).
9. Shaw must not specify any differences for male and female employees on the basis of sex in either mandatory or optional retirement age. 41 C.F.R. § 60-20.3(h).
10. Shaw's seniority lines and lists must not be based on sex. 41 C.F.R. § 60-20.4.
11. Shaw's wage schedules are not related to or based on the sex of an employee. 41 C.F.R. § 60-20.5(a). Further, Shaw does not discriminatorily restrict one sex to certain job classifications, and instead must take steps to make jobs available to all qualified employees in all classifications without regard to sex. 41 C.F.R. § 60-20.5(b).
12. When appropriate, Shaw makes affirmative efforts to increase the number and percentage of women in the workforce, including, but not limited to the following:
  - a. Shaw recruits women and encourages existing women employees to apply for positions historically labeled by society as "traditionally male".
  - b. Shaw guarantees equal, gender-neutral access to training and tuition reimbursement programs, including management training, and other types of workplace training programs.
  - c. Shaw informs management of its affirmative action responsibilities. 41 C.F.R. § 60-20.6



## **Policy with Respect to Religion/National Origin**

### **41 C.F.R. § 60-50.1 et seq.**

Pursuant to the guidelines prohibiting discrimination on the basis of religion or national origin, 41 C.F.R. § 60-50.1, et seq., Corporate hereby reaffirms that it does not discriminate against employees, or applicants for employment, because of religion or national origin. Corporate takes affirmative action to seek to ensure that employees or applicants for employment are treated without regard to their religion or national origin in all aspects of the terms and conditions of employment, such as upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay (or other forms of compensation), and selection for training.

Corporate has reviewed its employment practices and determined that its employees, including those who belong to religious or ethnic groups, have received fair consideration for job opportunities. Based upon its review, and depending upon the circumstances, Corporate will undertake appropriate actions, which may include one or more of the following activities:

1. Issuing a policy directive to employees reaffirming the Corporate's obligation to provide equal employment opportunity without regard to religion or national origin. This policy will be communicated in such a manner as to foster understanding, acceptance, and support among executives, managers, supervisors, and other employees, and to encourage such persons to take the necessary action to aid Corporate in meeting its obligations.
2. Developing internal procedures to seek to ensure that Corporate's obligation to provide equal employment opportunity, without regard to religion or national origin, is being fully implemented. Specifically, employment activities are reviewed by the EEO Administrator.
3. Informing management annually of its commitment to equal employment opportunity, without regard to religion or national origin.
4. Enlisting the assistance and support of recruitment sources for this commitment.

Corporate acknowledges its responsibility to make reasonable accommodations for the religious observances and practices of its existing or prospective employees under the terms of Title VII of the Civil Rights Act of 1964. An accommodation for religious purposes will be denied should Corporate determine that it would have to suffer undue hardship. During this accommodation evaluation, the following factors will continue to be considered by Corporate:

1. Business necessity;
2. Financial costs and expenses; and
3. Resulting personnel problems.



## **Introduction**

Shaw Industries Group, Inc. (Shaw) sets forth this Affirmative Action Program (“AAP”) for the year from January 1, 2019 through December 31, 2019, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan Shaw continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, Shaw recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

### **Equal Employment Opportunity Policy Statement 41 C.F.R. § 60-741.44(a)**

In setting forth this plan Shaw reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Heather Canada Smith, as the EEO Coordinator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. Shaw’s CEO, Vance Bell, supports Shaw’s AAP.

Shaw provides for an audit and reporting system regarding Shaw’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

Shaw recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. Shaw’s employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with Shaw or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

Shaw’s full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), shall be available for inspection upon request at the location and during the hours that are posted at Shaw’s establishment at Shaw’s Human Resources Office.



## Review of Personnel Processes 41 C.F.R. § 741.44(b)

1. Shaw ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. Shaw also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. Shaw also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. Shaw provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. Shaw periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. Shaw designs procedures that facilitate a review of the implementation of this requirement by Shaw and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
  - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and Shaw's personnel officials for use in investigations and internal compliance activities.
  - b. The personnel or application record of each known individual with a disability includes: (i) the identification of each promotion for which the individual with a disability was considered, and (ii) the identification of each training program for which the individual with a disability was considered.
  - c. In each case where an employee or applicant who is an individual with a disability is rejected for employment, promotion, or training, Shaw prepares a statement of the reason as well as a description of the accommodations considered. The statement of the reason for rejection (if the reason is medically related), and the description of the accommodations considered, are treated as confidential medical records in accordance with 41 C.F.R. § 60-741.23(d). These materials are available to the applicant or employee concerned upon request.
  - d. Where applicants or employees are selected for hire, promotion, or training and Shaw undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, Shaw makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## **Review of Physical and Mental Job Qualifications 41 C.F.R. § 60-741.44(c)**

1. Shaw has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as new job openings occur; as new job qualifications are established; and/or, when new equipment is installed.
2. Whenever Shaw applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. Shaw may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by Shaw prior to a job offer contingent on such examinations and other requirements.
5. When Shaw conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
  - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
  - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
  - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act ("the ADA") and The Americans with Disabilities Act Amendment Act of 2008 ("the ADAAA"), shall be provided relevant information on request.

**Reasonable Accommodation to Physical and Mental Limitations 41 C.F.R. § 60-741.44(d)**

1. It is Shaw's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless Shaw can demonstrate that the accommodation would impose an undue hardship on Shaw's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, Shaw shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, Shaw shall confidentially inquire whether the employee is in need of a reasonable accommodation.

**Anti-Harassment Procedures 41 C.F.R. § 60-741.44(e)**

Shaw has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

**External Dissemination of Policy, Outreach, and Positive Recruitment 41 C.F.R. § 60-741.44(f)**

1. Shaw undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that Shaw will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of Shaw's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities Shaw may undertake in accordance with Paragraph 1 of this section.
  - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, in order to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
  - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
  - iii. the Department of Veterans Affairs Regional Office nearest Shaw’s establishment ([www.va.gov](http://www.va.gov));
  - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) ([www.earnworks.com](http://www.earnworks.com));
  - v. local Employment Network (“EN”) organizations (other than Shaw, if Shaw is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory ([www.yourtickettowork.com/endir](http://www.yourtickettowork.com/endir));
  - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
  - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
  - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, Shaw has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that Shaw will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on Shaw’s premises, with representatives from recruiting sources. Shaw’s facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of Shaw’s selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, Shaw’s official in charge of Shaw’s AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. Shaw's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
  - iii. Shaw makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
  - iv. Individuals with disabilities may be made available for participation in Shaw's career days, youth motivation programs, and related activities in Shaw's communities.
  - v. Shaw takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov/>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
  - vi. Shaw, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
3. Assessment of external outreach and recruitment efforts. Shaw on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. Shaw documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and Shaw's conclusion as to whether each effort was effective. Among these criteria shall be the data Shaw collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If Shaw concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above in order to fulfill its obligations.
4. Shaw sends written notification of its policy relating to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
5. Shaw documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

## **Internal Dissemination of Policy 41 C.F.R. § 60-741.44(g)**

1. Shaw recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in Shaw's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, Shaw has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among Shaw's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. Shaw implements and disseminates this policy internally as follows:
  - a. includes the policy in Shaw's policy manual or otherwise makes the policy available to employees; and
  - b. where Shaw is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods Shaw may additionally use to implement and disseminate this policy internally:
  - a. informs all employees and prospective employees of Shaw's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
  - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
  - c. publicizes the policy in Shaw's newspaper, magazine, annual report and other media;
  - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear Shaw's chief executive officer's support for the affirmative action policy;
  - e. discusses the policy thoroughly in both employee orientation and management training meetings;
  - f. includes articles on accomplishments of individuals with disabilities in Shaw's publications; and
  - g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## **Audit and Reporting System 41 C.F.R. § 60-741.44(h)**

Shaw has designed and has implemented an audit and reporting systems that:

1. Measures the effectiveness of Shaw's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which Shaw's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures Shaw's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where Shaw, upon its review, finds its AAP to be deficient and need further progress, Shaw undertakes necessary action to bring the program into compliance.

## **Responsibility for Implementation of the Plan 41 C.F.R. § 60-741.44(i)**

### **1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)**

In furtherance of Shaw's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing Shaw's AAP rests with its EEO/AA Coordinator, whose identity appears on all internal and external communications regarding Shaw's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Heather Canada Smith or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring Shaw posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as Shaw's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring Shaw's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when Shaw knows that an applicant or employee is unable to read the poster because of a disability. Shaw may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of Shaw, Shaw satisfies its posting obligations by posting such notices in an electronic format, provided that Shaw provides computers, or access to computers, that can access the electronic posting to such employees, or Shaw has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- d. Ensuring electronic notices for employees are posted in a conspicuous location and format on Shaw's intranet or sent by electronic mail to employees. An electronic posting is used by Shaw to notify job applicants of their rights if Shaw utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- e. Ensuring that to the extent this requirement is applicable to Shaw, Shaw notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
- f. Ensuring Shaw includes the provisions of this clause in every subcontract or purchase order in excess of \$10,000 under the terms and conditions of 41 CFR 60-741.5(a).
- g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of Shaw, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
- h. Developing, maintaining and, where appropriate, modifying Shaw's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure Shaw's policies are followed, and monitoring the effectiveness of these actions.
- i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
- j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of Shaw and the AAP's effectiveness, including auditing the contents of Shaw's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.
- m. Serving as liaison between Shaw and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of Shaw's plan on a regular basis, as described in this AAP, and reporting to management.



- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing Shaw's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
  - i. Pre-offer self-identification invitation procedures for Shaw's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
  - ii. Post-offer identification procedures for Shaw's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
  - iii. Self-identification invitation procedures for Shaw's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that Shaw does not compel or coerce an individual to self-identify as an individual with a disability, and that Shaw keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). Shaw only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that Shaw annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:
  - i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in Shaw's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, Shaw takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, Shaw assesses its personnel processes, the effectiveness of its outreach and recruitment efforts,

the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.

- ii. Ensuring that Shaw develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## **2. Management Responsibilities 41 C.F.R. § 60-741.44(i)**

Line and upper management are advised of their responsibilities for Shaw's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review Shaw's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, Shaw shall confidentially inquire whether the employee is in need of a reasonable accommodation.

- j. Show support for Shaw's AAP.

**Affirmative Action Training 41 C.F.R. § 60-741.44(j)**

Shaw provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
22-05 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
Shaw Industries, Inc.

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): James L. Kirkpatrick Signature: James L. Kirkpatrick  
Title: Vice President - Treasurer/CFO Date: October 4, 2021



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHAW CONTRACT FLOORING SERVICES, INC.  
**Trade Name:** SPECTRA CONTRACT FLOORING  
**Address:** 1600 RT 22 EAST  
UNION, NJ 07083-3415  
**Certificate Number:** 0881709  
**Effective Date:** September 11, 1997  
**Date of Issuance:** February 12, 2019

**For Office Use Only:**  
20190212092408161

Certification 57093

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - FEB - 2020 to 15 - FEB - 2023

SHAW CONTRACT FLOORING SERVICES INC  
616 E. WALNUT AVE.  
DALTON GA 30721



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Appendix C

Company \_\_\_\_\_

Name \_\_\_\_\_

Signature  \_\_\_\_\_

Title \_\_\_\_\_

NJ State Approved Cooperative Pricing System #65MCECCPS

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;



NJ State Approved Cooperative Pricing System #65MCESCCPS  
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

**Educational Services Commission of New Jersey**  
**Business Office**  
1660 Stelton Road  
Piscataway, New Jersey 08854

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 19:44-20.26**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc. (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc. (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Matt Gruetter

Signature  Title Director of Operations

Business Entity Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc.

Organization Address: 185 South Industrial Blvd.

City, State, ZIP: Calhoun, GA 30701

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II Check the appropriate box**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Shaw Industries Group, Inc.	616 E. Walnut Ave., Dalton, GA 30721
Berkshire Hathaway Inc.	3555 Farnam Street, Omaha, NE 68131

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<a href="https://www.sec.gov/cgi-bin/browse-edgar?company=berkshire+hathaway&amp;match=&amp;CIK=&amp;filenum=&amp;State=&amp;Country=&amp;SIC=&amp;owner=exclude&amp;Find=Find+Companies&amp;action=getcompany">https://www.sec.gov/cgi-bin/browse-edgar?company=berkshire+hathaway&amp;match=&amp;CIK=&amp;filenum=&amp;State=&amp;Country=&amp;SIC=&amp;owner=exclude&amp;Find=Find+Companies&amp;action=getcompany</a>	Various

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Berkshire Hathaway Inc.	3555 Farnam Street, Omaha, NE 68131

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matt Gruetter	Title:	Director of Operations
Signature:		Date:	2/7/2019

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**APPENDIX A**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relive the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Appendix A

Company Shaw Sports Turf, a brand Shaw Contract Flooring Services, Inc.

Name Matt Gruetter

Signature 

Date 2/7/2019

**Educational Services Commission of New Jersey  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**Part 1**

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

**I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_


Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):     Matt Gruetter     Signature: 

Title:     Director of Operations     Date:     2/7/2019    

Bidder/Vendor:     Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

---

**2** Business name/disregarded entity name, if different from above  
**Shaw Contract Flooring Services, Inc.**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**180 South Industrial Blvd.**

**6** City, state, and ZIP code  
**Calhoun, GA 30701**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

5	8	-	2	2	4	0	4	7	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Jean Russell Date ▶ 2-12-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2018

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).

<b>PRODUCER</b> *Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Shaw.CertRequest@marsh.com / Fax: 212-948-0903 100527-SPORT-TURF-18-19      N/A    AllJob    N/A    ODY    N/A		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
		<b>INSURER B :</b> Safety National Casualty Corp.	15105
		<b>INSURER C :</b> Allianz Global Risks Us Insurance Company	35300
		<b>INSURER D :</b> American Zurich Insurance Company	40142
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004218195-32      **REVISION NUMBER:** 28

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability CG 0001 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 9266431-08	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9266438-08	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			USL 00072318	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 3878 615-00 (AOS) WC 3878 616-00 (WI)	07/01/2018 07/01/2018	07/01/2019 07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Workers Compensation \$1,250,000 SIR			SP 4058646 (GA)	07/01/2018	07/01/2019	Workers Compensation	STATUTORY
							EL Per Occurrence	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Coverage

<b>CERTIFICATE HOLDER</b> Shaw Industries Group, Inc. Shaw Contract Flooring Services, Inc. Spectra Contract Flooring; Shaw Sports Turf 185 S. Industrial Blvd., RM 2005 Mail drop: ODY-22 Calhoun, GA 30701	<b>CANCELLATION</b> 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 of Marsh USA Inc. Ronald A. Santaniello <i>Ronald A. Santaniello</i>
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**SYNTHETIC TURF MAINTENANCE, REPAIR & REPLACEMENT ESCNJ 18/19-55**

**ACCEPTANCE OF BID  
And  
CONTRACT AWARD**

**TO BE COMPLETED BY RESPONDENT**

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award. Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended. By mutual written agreement, the contract may be extended as permitted by law.

Company Name Shaw Sports Turf, a brand of Shaw Contract Flooring Services, Inc. Date 2/7/2019

Company Address 185 S Industrial Blvd. City Calhoun State GA Zip Code 30701

Contact Person Jimmy Marshall Title Director of Cooperative Sales

Authorized Signature (blue ink only)  Title Director of Operations

**ACCEPTANCE OF BID AND CONTRACT AWARD BELOW TO BE COMPLETED ONLY BY ESCNJ**

Awarding Agency: Educational Services Commission of New Jersey

Agency Executive:   
Patrick M. Moran, SBA/BS

Awarded this 22<sup>nd</sup> day of MARCH 2019 Contract Number ESCNJ 18/19-55



## **Equal Employment Opportunity Statement of Policy**

Shaw Industries believes strongly in the importance of each person and in a Company policy of absolute and impartial fairness to everyone. We are an Equal Opportunity Employer and are firmly committed to a workplace free of discrimination, retaliation, and harassment.

It will be the policy of Shaw Industries to recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, age, sex, national origin, veteran status, sexual orientation, or any other legally protected status.

All personnel actions such as compensation, benefits, transfers, promotions, tuition assistance, discharge, social and recreational programs, will be administered without regard to race, color, religion, age, sex, national origin, disability, veteran status, sexual orientation, or any other legally protected status.

Discriminatory, retaliatory, offensive, or harassing behavior will not be tolerated. Under this policy, harassment is any verbal or physical conduct that shows hostility or aversion toward an individual because of his or her race, color, religion, age, sex, national origin, disability, veteran status, sexual orientation, or any other legally protected status.

It is the intention of Shaw Industries to seek to eliminate discrimination, retaliation, and unlawful or inappropriate harassment, to investigate any such complaints and to take timely and appropriate disciplinary action, up to and including discharge.



## **Affirmative Action Statement of Policy**

Shaw Industries, Inc. is firmly committed to a workplace free of discrimination, retaliation, and harassment based on race, color, religion, age, sex, national origin, disability, veteran status, or any other legally protected status. Shaw Industries is also committed to a program of Affirmative Action that is in accordance with federal guidelines.

It is the policy of Shaw Industries to recruit, hire, train, and promote individuals in all job classifications without regard to race, color, religion, age, sex, national origin, disability, or veteran status.

It is the policy of Shaw Industries to make employment and promotion decisions that are consistent with the principle of equal employment opportunity and require only objective qualifications.

It is the policy of Shaw Industries to insure that all personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, age, national origin, disability, or veteran status.

The responsibility for Affirmative Action performance rests with each Facility Manager and/or appropriate Director. Also, each Human Resources Manager has been designated as the Affirmative Action Coordinator for his/her facility. This policy is made part of Shaw Industries Affirmative Action Plan, which is available for review by appointment Monday – Friday, from 9 a.m. to 5 p.m. If you have any questions regarding our programs, please contact your facility Human Resources Manager.