



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

PURCHASING AGENT'S REPORT

DATE: September 14, 2020

TO: Brenda Billingsley, Purchasing Director, Purchasing Division

THRU: Carla Byrd, Purchasing Manager, Purchasing Division **CARLA BYRD** Digitally signed by CARLA BYRD
Date: 2020.09.14 11:28:09 -04'00'

THRU: Randy Plunkett, Purchasing Agent, Sr., Purchasing Division **RANDALL PLUNKETT** Digitally signed by RANDALL PLUNKETT
Date: 2020.09.14 11:28:07 -04'00'

FROM: Marlyn Mahabeer, Purchasing Agent, Purchasing Division **MARLYN MAHABEER** Digitally signed by MARLYN MAHABEER
Date: 2020.09.14 11:24:31 -04'00'

SUBJECT: REQUEST FOR APPROVAL TO PIGGYBACK THE STATE OF FLORIDA
ALTERNATE CONTRACT SOURCE CONTRACT NO. 30161700-20-ACS,
FLOOR MATERIALS WITH RELATED SUPPLIES AND SERVICES

REFERENCE: Folder/Requisition No.: 2120877/FMD0011258

ESTIMATED VALUE: \$9,331,681

Using Division[s]: Facilities Management Division and Various Other Agencies

AGENT ANALYSIS:

The Facilities Management Division (FMD) requests approval to piggyback the above referenced State of Florida (State) Alternate Contract Source Contract No. 30161700-20-ACS (Contract) for floor materials, with related supplies and services (Exhibit 1).

The purpose of piggybacking the State's Contract is to provide Broward County (County) with economical supply and installation of both carpet and flooring materials necessary to repair and replace flooring in existing and renovated facilities. The State entered into a participating "Addendum" with each of the seven contractors for Flooring Materials with Related Supplies and Services, Contract No. 30161700-20-ACS, commencing on February 17, 2020 through October 11, 2023, with one optional one-year renewal (Exhibit 2). The State's participating addenda is based upon the competitive Request for Proposals No. 080819 (RFP) issued by Sourcewell, resulting in Sourcewell Agreement No. 080819-BPS (Exhibits 3 and 4). The basis of the award was to responsive, responsible proposers offering the best overall quality and selection of equipment, products, and services meeting the commonly requested specifications of Sourcewell and Sourcewell members.

The County's estimated annual spend is \$2.2M and \$7.1M for the initial term to expire in accordance with the State's Contract expiration.

The requested procurement method is authorized by the Broward County Procurement Code Section 21.135.a.2, which states: "The Purchasing Division is expressly authorized to directly purchase from contracts generated by the State of Florida... Such purchases are to be in accordance with the terms and conditions of the contract held by the State or Federal entity."

Request for Piggyback
State of Florida Alternate Contract Source No. 30161700-20-ACS, Floor Covering and Installation
Services
September 14, 2020

In addition, in accordance with the Broward County Procurement Code, Section 21.135.e, "The Director of Purchasing shall have the authority to enter into a contract awarded by a public procurement unit if the public procurement unit and/or the vendor agree to such an award of their contract and the procurement was accomplished under generally accepted public procurement principles."

RECOMMENDATION AND REASONS:

Approval of a piggyback as the procurement method will save Broward County administrative time and money. By piggybacking the State's Contract, administrative time and costs would be saved otherwise incurred by issuing various competitive solicitations, which would not guarantee lower prices than those prices established by the State's competitive pricing structure. Based on the State's estimated spend of approximately \$3.4M annually and \$12.5M for the initial term expiring October 23, 2023, by utilizing the State's Contract, the County can take advantage of lower costs available through competitive pricing based on large volume discounts. Piggybacking the State's Contract provides for a steady source of supply, at the most advantageous (delivered) pricing, that can be procured in the most expeditious manner, thereby saving time for the County staff in the development of suitable specifications and avoid processing orders sporadically, which would negatively impact operational requirements of various County agencies that would use this contract. The State's Contract includes seven different manufacturers offering different lines of carpet and flooring, installation materials and equipment and installation labor provided by local installers. Furthermore, there is currently no contract in place for this service, a piggyback contract would expedite the solicitation process.

Exhibits:

Exhibit 1 – FMD's Email Request dated February 24, 2020

Exhibit 2 – State of Florida Alternate Contract Source Contract No. 30161700-20-ACS
(Example)

Exhibit 3 – Sourcewell Proof of Competitive Advertising for RFP No. 080819

Exhibit 4 – Sourcewell Contract No. 080819-BCS (Example)

Exhibit 5 – Price Analysis

APPROVAL AUTHORITY

☒ APPROVE

☐ DISAPPROVE

Reason/suggested action (if disapproved):

BRENDA BILLINGSLEY
Digitally signed by BRENDA
BILLINGSLEY
Date: 2020.09.15 09:04:22 -04'00'

Signature/Title

Mahabeer, Marlyn

From: Plunkett, Randall
Sent: Monday, February 24, 2020 3:18 PM
To: Swanson, Robin
Cc: Jensen, Candace; Byrd, Carla
Subject: RE: RE: New Carpet Piggy-Back Contract

Hi Robin,

The new State flooring contract is found at

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/flooring_materials_with_related_supplies_and_services . It appears that the contract was approved to commence on 2/17/20 with an initial term thru 10/11/23. This appears to be a piggyback of Contract No. 080819-BPS procured by Sourcewell, a State of Minnesota cooperative. The information attained on the aforementioned website will need to be reviewed for consideration for piggybacking to the State of Florida contract No. 30161700-20-ACS. At this time, a Special Request requisition should be entered for a new open-end contract with typical requisite documents uploaded. In the event the Director of Purchasing approves proceeding with requesting Board approval to piggyback, best guess is that this may get to the Board May-June.



Randy Plunkett, Purchasing Agent, Senior
Purchasing Division
115 S. Andrews Avenue, Fort Lauderdale, FL 33301
Office: (954) 357-6630; Cell (954) 790-3239
Fax: (954) 357-8290
www.broward.org

Customer Care is my priority. How am I doing? Please contact my Manager, Carla Byrd, at cbyrd@broward.org with feedback.

From: Swanson, Robin
Sent: Monday, February 24, 2020 9:23 AM
To: Plunkett, Randall
Cc: Jensen, Candace ; Byrd, Carla
Subject: RE: New Carpet Piggy-Back Contract

Hi Randy,

Do you have any information on the new State Carpet contract? Do you need me to gather any information internally to support the new piggy-back? When would you anticipate that the new piggy-back contract would be in place?

Thank you,

Robin Swanson, Contract Grant Administrator Senior
Facilities Management Division - Contracts Section
Broward County Public Works Department
115 South Andrews Avenue, Room 501, Fort Lauderdale, FL 33301
Office: 954-357-6486, Fax: 954-357-5544
Email: roswanson@broward.org



**Alternate Contract Source (ACS)
No. 30161700-20-ACS**

**For
Flooring Materials, with Related Supplies and Services**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and Bentley Mills Inc, 14641 East Don Julian Road, City of Industry, CA 91746 (Contractor), collectively referred to herein as the "Parties."

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

Sourcewell, a State of Minnesota local government agency and service cooperative, competitively procured Flooring Materials, with Related Supplies and Services, and signed Contract Number 080819-BPS with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement became effective on October 14, 2019, and is scheduled to expire on October 11, 2023. Thereafter, the Master Agreement may be extended for up to one additional one-year period upon request by Sourcewell and written agreement by Contractor.

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

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

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

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

2. Renewal.

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

3. Modifications or Additions to Master Agreement.

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

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

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

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

4. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 30161700-20-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

5. Primary Contacts

Department's Contract Manager:

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

Contractor's Contract Manager:

Randy Hackney
Bentley Mills, Inc.
14641 East Don Julian Road
City of Industry, CA 91746
Telephone: (904) 710-0118
Email: Randy.Hackney@bentleymills.com

6. Warranty of Authority

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

7. Entire Agreement of the Parties

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

Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services

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

CONTRACTOR
BENTLEY MILLS INC.

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

Tami Fillyaw
Chief of Staff

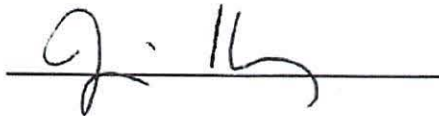
Date:

Date:

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**


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

**CONTRACTOR
BENTLEY MILLS INC.**



02.11.2020
Date:

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


**Tami Fillyaw
Chief of Staff**

2/13/2020
Date:

SPECIAL CONTRACT CONDITIONS

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

SECTION 1. DEFINITIONS.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

4.4 Contractor's Contract Manager.

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

4.5 Diversity Reporting.

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

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

4.6 RESPECT.

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

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

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

5.2 Governing Law and Venue.

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

5.3 Department of State Registration.

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

5.4 Convicted and Discriminatory Vendor Lists.

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

5.5 Contractor Certification.

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

5.6 Cooperation with Inspector General.

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

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

5.7 Inspection.

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

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

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

6.2 Subcontractors.

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

6.3 Assignment.

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

6.4 Independent Contractor.

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

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

6.5 Risk of Loss.

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

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

6.7 Ombudsman.

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

6.8 Time is of the Essence.

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

6.9 Waiver.

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

6.10 Modification and Severability.

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

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

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance

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

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

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

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

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

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Tallahassee, Florida 32399-0950

7.3 Indemnification.

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

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

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

8.1 Public Records.

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

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

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

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

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

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

8.2 Protection of Trade Secrets or Confidential Information.

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

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

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

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

8.3 Document Management.

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

8.4 Intellectual Property.

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

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

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

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

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

9.2 Warranty of Security.

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

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

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

9.3 Remedial Measures.

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

9.4 Indemnification (Breach of Warranty of Security).

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

9.5 Annual Certification.

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

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

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

10.2 Lobbying.

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

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiency.

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

11.3 Financial Consequences of Non-Performance.

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

11.4 Liquidated Damages.

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

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

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12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

- (a) Computer related or information technology crimes

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

13.4 Communications and Confidentiality.

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

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FLOORING MATERIALS, WITH RELATED SUPPLIES AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 08/08/2019 at 04:30 PM

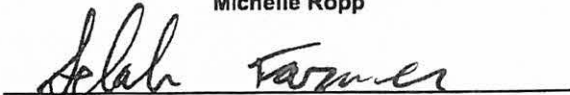
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

6/14/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 14th DAY OF June, 2019


Michelle Ropp


Selah Michele Farmer

Notary Public-State of Oregon



Michael Munoz
Sourcewell
202 12th St NE
Staples, MN 56479-2438

SOURCEWELL
FLOORING MATERIALS, WITH
RELATED SUPPLIES AND SERVICES
Proposals Due 4:30 pm,

August 8, 2019

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered. Please see who this pertains to here: <http://www.sourcewell-mn.gov/oregon-advertising>
Published Jun. 14, 2019 11756348

Order No.: 11756348
Client Reference No:

Notice**Basic Information**

Estimated Contract Value (CAD) \$75,000,000.00 (Not shown to suppliers)
Reference Number 0000153119
Issuing Organization Sourcewell
Owner Organization Sourcewell
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 080819
Title Flooring Materials, with Related Supplies and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2019/10/01 09:00:00 AM EDT - 2023/09/30 09:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2019/06/13 03:05:42 PM EDT
Question Acceptance Deadline 2019/08/01 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2019/08/08 05:30:00 PM EDT

Contact Information

Procurement Department
 218-894-1930
 RFP@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes



The New York State Contract Reporter

*NYS' official source of contracting opportunities
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Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Flooring Materials, with Related Supplies and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 080819
Contract Term: 4 years, with potential 1 year extension.
Date of Issue: 06/13/2019
Due Date/Time: 08/08/2019 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Facilities, Maintenance, Repair & Building Operations - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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Bid RFP #080819 - Flooring Materials, with Related Supplies and Services

[\[Switch to Vendor View\]](#)

Bid Type **RFP**

Bid Number **080819**

Title **Flooring Materials, with Related Supplies and Services**

Start Date **Jun 13, 2019 1:48:10 PM CDT**

End Date **Aug 8, 2019 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report]
[Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

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

Delivery Information

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Pre-Bid Conference

Date **Jul 19, 2019 10:00:00 AM CDT**

Location **WebEx Conference**

Notes **Pre-Proposal login information will be sent by email two days prior.**

Documents

No Documents for this bid



Flooring Materials, with Related Supplies and Services

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

Important Dates

Pre-Proposal Conference:
July 19, 2019 at 10:00 am CDT

Proposals Due:
August 8, 2019 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



The Salt Lake Tribune

Exhibit 6
Page 32 of 64

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219		9001496962
STAPLES MN 56479		DATE 6/13/2019
ACCOUNT NAME		
SOURCEWELL,		
TELEPHONE	ORDER # / INVOICE NUMBER	
2188945483	0001257726 /	
PUBLICATION SCHEDULE		
START 06/13/2019 END 06/13/2019		
CUSTOMER REFERENCE NUMBER		
RFP for Advertisement: Flooring Materials, with related Supplies		
CAPTION		
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency		
SIZE		
34 LINES	1 COLUMN(S)	
TIMES	TOTAL COST	
3	78.78	

REQUEST FOR PROPOSALS

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

1257726

UPAXLP

RECEIVED JUN 24 2019

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Re FOR SOURCEWELL, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE. DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 06/13/2019 End 06/13/2019

DATE 6/13/2019

SIGNATURE

Loraine Gudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 13TH DAY OF JUNE IN THE YEAR 2019

BY LORRAINE GUDMUNDSON,



Jae Levi

NOTARY PUBLIC SIGNATURE



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004255247	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Michael Munoz

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered. 4255247

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

June 13, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 21st day of June in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."



Alberta Purchasing Connection



Opportunity Notice

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

Category: Goods

This opportunity is now
closed.

[View Bid Package](#) 

Opportunity Information

[View Interested Vendors \(Bidders\)](#)

Organization: Alberta Association of Municipal Districts
and Counties

Organization Address:

Reference Number: AB-2019-03829

Solicitation Number: AB-2019-03829

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 06/13/2019
04:00:00 PM Alberta Time

Closing (MM/dd/yyyy): 08/08/2019
03:30:59 PM Alberta Time

Last Update (MM/dd/yyyy): 06/12/2019
03:31:39 PM Alberta Time

Agreement Type: NWPTA/TILMA & CFTA & CETA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:

N7930DA: CLEANING AND POLISHING COMPOUND, FLOOR
N5680E: Flooring Systems
N8010RCB: SEALER, SURFACE, FLOOR, 25-GP-20 TYPE 2, CGSB QPL
J17220: Floor Coverings - Installation
N5510R: Flooring, Hardwood
N5620A: Tiles, Floor and Wall, Ceramic
N7220J: TILE, FLOOR AND WALL
5174A: Floor and Wall Tiling Work
N7220E: MATTING, FLOOR
N7910: Floor Polishers and Vacuum Cleaning Equipment
N7220DH: MAT, FLOOR, PLASTIC (VINYL)
N7220EB: MATTING, FLOOR (RUNNERS) VINYL, RUBBER, SYNTHETIC
RUBBER (NEOPRENE) OR COMBINATION THERE OF
N5680EB: Flooring Systems, Sectional, Non-Slip (Except Metal Grating)

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Bentley Mills Inc.**, 14641 East Don Julian Road, City of Industry, CA 91746 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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

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

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

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

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

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

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

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

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require

the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/14/2019 | 8:28 PM CDT

Bentley Mills Inc.

DocuSigned by:
By: Jim Harley
3532A5D8F4AD4AF...
JIM HARLEY
Title: President
Date: 10/14/2019 | 3:31 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/14/2019 | 2:47 PM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Bentley Mills, Inc
Address: 14641 East Don Julian Road
City of Industry, CA 91746
Contact: Randy Hackney
Email: Randy.Hackney@bentleymills.com
Phone: 904-710-0118
Fax: 626-333-7233
HST#: 68-0123642

Submission Details

Created On: Wednesday July 10, 2019 14:29:11
Submitted On: Thursday August 08, 2019 15:36:02
Submitted By: Carolyn Drummond
Email: carolyn.drummond@bentleymills.com
Transaction #: f0517259-7fc1-4c40-88f8-41488cf25472
Submitter's IP Address: 47.6.84.97

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Bentley Mills, Inc.
2	Proposer Address:	14641 East Don Julian Road, City of Industry, CA 91746
3	Proposer website address:	www.bentleymills.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Mr. Jim Harley, President - jim.harley@bentleymills.com 14641 East Don Julian Road, City of Industry, CA 91746 800-423-4709
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mr. Randy Hackney, Director of Global Strategic Accounts - randy.hackney@bentleymills.com 14641 East Don Julian Road, City of Industry, CA 91746 904-710-0118
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carolyn Drummond - Global and Strategic Accounts carolyn.drummond@bentleymills.com 14641 East Don Julian Road, City of Industry, CA 91746 626-934-2461

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Defining style, color, quality and service since 1979, in the City of Industry, California, Bentley Mills, Inc. manufactures and markets award-winning broadloom, carpet tile, LVT, entry/walk-off solutions, and custom area rug products for all commercial interiors across the globe. Bentley is recognized for leadership in product design, style and customer service. Beauty. Service. Quality. Partnership. For more than 40 years, these tenets have driven Bentley, California's largest carpet design and manufacturing company. Our award-winning broadloom, carpet tile, and area rug products feature high performance and superior Textile Appearance Retention Ratings (TARR), as well as Green Label Plus, NSF 140 Gold, and Cradle to Cradle Silver certifications. http://www.bentleymills.com/about-us/
8	Provide a detailed description of the products and services that you are offering in your proposal.	"Carpet both in Broadloom rolled goods as well as Carpet Tile. We manufacture our carpet tile mil & 22 mil wear layers for enhanced performance. Bentley provides solutions for members the
9	What are your company's expectations in the event of an award?	The Sourcewell Contract provides Bentley with unlimited marketing and sales potential through its members in the institutional market segments. Since 2013, Sourcewell has been our primary local, state, and non-profit go-to-market vehicle.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	"Below is the link for our annual report which should provide all of the information you are requesting. We have also attached the complete PDF for your use. Bentley is part of the Balta Group with combined 2018 Annual Sales of \$725,000,000. Bank Credit Reference: Fifth Third Bank Brett Bibbins International Client Advisor 580 Walnut Street Cincinnati, OH 45202 Phone: 513-534-3398 https://www.baltainvestors.com/media/files/BALTA_GROUP_ANNUAL_REPORT_2018-ENG.pdf "
11	What is your US market share for the solutions that you are proposing?	"21 months of continuous growth 21% revenue growth (vs industry down 3%) \$155M US Sales in 2018 50% Growth in LVT in 12 months"
12	What is your Canadian market share, if any?	We have Account Executives in Canada and their sales are included in the response above, question 11.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

14	How is your organization best described: is it a manufacturer, distributor/dealer, or a combination of these? Provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer.	B - Bentley is best described as a Manufacturer. Bentley has 70 Account Executives that are direct employees, and represent Bentley in all markets/geography throughout the USA AND Canada. We have conducted Sourcewell regional training webinars as well as training at our national sales meeting. Our AEs are skilled in delivering products and services within the Sourcewell contract. Nationally, Bentley has a quality dealer/flooring contractor network to provide Sourcewell members with first class installation and local project logistics. Within Bentley Flooring Solutions, we provide turnkey services through our vetted dealer partners.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Bentley utilizes an internal vetting process for our third party sub contractors to ensure quality workmanship and financial strength. Bentley holds subcontractors to the standards of compliance that we have set internally. All Bentley Mills required licenses and certifications by local, state and federal government are up to date and in compliance.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not Applicable
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Flooring, Broadloom Carpet, Carpet Tile, Luxury Vinyl Tile, Area Rugs, Walk off Mats, Flooring Installation, Turnkey Project Management, Ancillary products for installation, and Labor for installation.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	"We have attached a list of our Awards and Recognitions. Here are a few highlights: 6 Time recipient of Best Places to work in Los Angeles from LA Business Journal 2013 LEED EBOM Gold Manufacturing Facility (Recertified) 3 Time recipient of the GSA Evergreen Award 2018 ADEX Platinum Award for the Outskirts Collection; Category: Flooring 2018 Floor Trends: Best of Flooring at NeoCon 2018; Broadloom Carpet Silver Award for the Drawing Room Collection 2017 Best of NeoCon Editors' Choice Award Winner for Night Vision 2017 Best of NeoCon Award Winner for the Outskirts Collection 2019 Winner of Better Practice award from the U.S. Department of Energy's Better Plants program"
19	What percentage of your sales are to the governmental sector in the past three years	11%
20	What percentage of your sales are to the education sector in the past three years	8%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	"Sourcewell Contract - These Sales Include State of Florida and State of New York 2016 - \$ 385,735 2017 - \$ 525,096 2018 - \$1,202,086
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	"GSA On Contract Sales: 2016 - \$1,659,779 2017 - \$ 766,834 2018 - \$ 781,410

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Mercy Health	Kelly Dames	(513) 952-4836
San Francisco International Airport	Mauricio Avella	(650) 821-7764
SafeCo Field	Norma Cantu	(206) 346-4238

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Private Institution	Education	California - CA	Provide Flooring materials - Broadloom, Carpet Tiles, Sundries, LVT	66,885 SY	\$1,699,097
DEPT OF JUSTICE	Government	District of Columbia - DC	Provide Flooring materials - Broadloom, Carpet Tiles, Sundries, LVT	57,432 SY	\$1,681,059
Private Institution	Education	California - CA	Provide Flooring materials - Broadloom, Carpet Tiles, Sundries, LVT	50,812 SY	\$1,504,574
UNITED STATES REPRESENTATI	Government	District of Columbia - DC	Provide Flooring materials - Broadloom, Carpet Tiles, Sundries, LVT	45,315 SY	\$1,386,979
State of Florida	Government	Florida - FL	Provide Flooring materials - Broadloom, Carpet Tiles, Sundries, LVT	35,977 SY	\$1,128,448

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	Bentley employs seventy (70) Account Executives in the United States and Canada which consist of four sales regions: Eastern, Southern, Midwest, and Western. Each region is managed by a Regional Vice President. Each region has a dedicated Regional Sales Coordinator for support. The Canadian Region Account Executives are managed by the respective Regional Vice Presidents.
26	Dealer network or other distribution methods.	"Over our 40 year history, Bentley has developed a network of approximately 700-1000 dealer/flooring contractor's throughout the US and Canada. Many of our dealer partners have been long term Bentley dealers and are skilled to install and service Bentley products; as well as meet or exceed the Carpet & Rug Institute's standards for installation. Within Bentley's distribution business model, we train and re-enforce to our Account Executives at the local level to support and establish deep relationships with our dealer network. We encourage and support established dealer relationships that Sourcewell members may have in place. If there are no dealer relationships in place, we assist by recommending and introducing quality dealers to the Sourcewell members. Sourcewell members benefit from our local knowledge and dealer partnerships. This is a value-add service that Bentley can provide"
27	Service force.	"Bentley's Global and Strategic Account Sales Analyst will work with members and our dealer network. Coordinators (4) that support our account executives Dedicated Sourcewell Member network. The Bentley Flooring Solutions Team will provide unsurpassed service to Sourcewell members."
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>"Customer Care, which consists of 10 dedicated Customer Care Representatives, will work with Sourcewell Members and their local dealers in placing their purchase order. Purchase orders are placed via email or fax to Bentley Customer Care noting the Sourcewell contract number. Bentley Customer Care reviews the order, confirming correct pricing has been used. Customer Care then proceeds to place the order and will respond with a order confirmation via email with production lead time within 24 hours.</p> <p>Bentley Mills Customer Service KPI's: Order Accuracy Rate - 99.58% Customer Response Time - 2 hours PO Received to Acknowledgement - 24 hours On Time Delivery - 93.10% Invoice Accuracy - 97.03% Sample Delivery - 98.02%</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Bentley Mills has the ability to service the entire United States.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bentley Mills is a global company and has full representation throughout the US and Canada. Sourcewell is our go to market and only government and educational purchasing cooperative and we will fully service all Sourcewell members
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Bentley Mills does not have any specific contract requirements or restrictions that would affect these areas

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bentley will utilize the tools from the vendor section of the Sourcewell website to enhance our marketing provide. We plan on participating in various trade shows to promote Sourcewell a
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will use our social media platforms to enhance our contract opportunities. We will provide and train Sourcewell members with our revolutionary InSite visualizer tool so that they can see the transformation of their space using Bentley products electronically (i.e. Instagram: @bentley.education). We can create a microsite for Sourcewell members featuring our product catalog,
34	In your view, what is Sourcewell's role in providing Sourcewell- awarded contract into your sales process?	That Sourcewell continues to provides it's vendors with tools to assist in promoting the contract. At Bentley, we utilize the Sourcewell web-site for valuable information such as: member lookup, member invite, as well as marketing materials and tools. It has been much appreciated that Sourcewell has provided Bentley with custom reports on member flooring spend. This report has greatly assisted our Account Executives. Over the past two (2) years Bentley has dedicated resources to deliver sales training to further incorporate our Sourcewell contract into our sales process. We are planning to expand our training and intercommunication throughout our sales organization.
35	Are your products or services available through the e-procurement system and how government agencies can access them?	Not applicable

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our Sr. Director of Technical Services is available for virtual or in-person training as well as ongoing support for any issues that may arise. Bentley Mills has an extensive network of CRI certified installers throughout the US and Canada available to partner with for installation, maintenance, repairs, and training.
37	Describe any technological advances that your proposed products or services offer.	Bentley has an in-house Digital Studio to utilize at no additional cost. This team can provide design consultation, simulated room scenes, and installation diagrams for your project teams. Bentley uses Antron® Lumena DNA™ fiber in the majority of its products. This nylon type 6,6 fiber system (see brochure.) We offer three different backing types to meet a variety of applications. Our NexStep cushion ColorCast technology allows us to create carpet with a limitless color range with no additional price, minimums, or lead time. Our 2399 Adhesive is suitable for conditions up to 99%RH which can alleviate costly floor prep and allow installation in a variety of buildings. After a rigorous review process, Bentley was selected as a winner of the 2019 Better Practice award from the U.S. Department of Energy's Better Plants program. This award is meant to recognize partners for innovative and industry-leading accomplishments in implementing and promoting practices, principles and procedures of energy management.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	While operating in the state of California gives us many advantages in the "green" initiatives, the programs and practices that we are considering and have implemented mimic the state's mission. Please see the attached case study document. We have a commitment to keeping our products out of the landfill after its useful life, please see attached FULFILL Specification Sheet.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Bentley's certifications, declarations, and applicability towards specific building standards is constantly updating. For a list of all of our available certificates and sustainability related documents, please see the document titled CALIFORNIA LENS. We have also attached our GLP Certifications, NSF and Cradle to Cradle Certificates
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Bentley Mills corporate offices, manufacturing facilities, and distribution center are located in City of Industry California. Bentley is the only manufacturer of commercial carpet that is located on the West Coast. Our main facility is certified LEED Gold EB and our sustainability and environmental programs are second to none. Bentley is unique to Sourcewell members in that we have developed a performance based manufacturing platform for our products to ensure lower cost of ownership. We utilize premium Antron type 6,6 nylon vs competitors in house extruded type 6,0 nylon. We also feature NexStep cushion carpet tile backing as a standard offering. NexStep provides Sourcewell members with enhanced acoustical properties of up to 55% of absorbing sound waves emitted in a commercial space (more than twice of direct glue products), cushion under foot reducing employee fatigue, moisture impermeable to keep liquid based spills on the surface, and up to 50% extended wear and life of the product. Bentley's Colorcast technology allows Sourcewell members the capability to customize their projects with our standard 50 yard minimum. We can match logo branding colors, paint chips, and fabric swatches etc.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Bentley Mills is both willing and able to provide quality service to all Sourcewell members in Canada.

Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	"Yes, please see our attached warranties for our products. Bentley Mills, Inc. warrants for a period of 2 years after the acceptance of the project."
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This warranty does not cover tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, misuse, neglect, improper maintenance, improper installation (including without limitation failure to use Bentley-recommended adhesive), flood/excessive moisture, or use of footwear with cleats, spikes, skates, blades or similar projections. Failure to comply strictly with Bentley's installation and maintenance instructions and recommendations shall void warranty coverage for all affected carpet products. Pooling, shading, watermarking, pile reversal, pile crush, dye lot differences, and soiling are not manufacturing defects and are not covered by this warranty. Problems arising from use of non-approved adhesives will void warranty coverage. Coverage under this warranty is conditioned upon buyer promptly notifying Bentley of the warranty claim in writing within the applicable warranty period.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not produced by Bentley would typically be passed on the original manufacturer.
48	What are your proposed exchange and return programs and policies?	Please see attached Bentley Mills Cancellation-Return Policy
49	Describe any service contract options for the items included in your proposal.	Through Bentley Flooring Solutions, we provide turnkey installation and project management to all Sourcewell members. Furthermore, other services provided are: project cost estimates, floor plan take offs, site coordination, scheduling, and quality management.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>"Bentley Mills will process and manage all Sourcewell members purchase orders. Sourcewell Members will have a dedicated Bentley Customer Care Concierge who will work with the Sourcewell Member and their local dealer in placing their purchase order. Purchase orders are placed via email or fax to Bentley Customer Care noting the Sourcewell contract number. Bentley Customer Care reviews the order, confirming correct pricing has been used. Customer Care then proceeds to place the order and will respond with a order confirmation via email with production lead time within 24 hours.</p> <p>Bentley Mills has a dedicated Sales Analyst who will track and report all sales on a quarterly basis per contract obligations. "</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Bentley does accept credit card forms of payment, there is no charge from Bentley.

Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) in the document upload section of your response.	Bentley's proposed pricing model for Sourcwell is as follows: line item discounts on our entire product line in all categories (Broadloom Carpet, NexStep Cushion Tile, Afirma II Hard Back Tile, AFFIXX Adhesive Free Tile, Walk Off Mats, Adhesives and Luxury Vinyl Tile). For category pricing we are proposing a deeper discount on ALL of our Fast Track Quick Ship products in ALL product categories. Category/Fast Track product pricing is highlighted in blue and marked as "Hot List". All product price line items include retail list price, percentage of discount, Sourcwell member price, and SKU number.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Bentley's proposed pricing discount to Sourcwell ranges between 42.3% to 48.6% from MSRP. Our adhesives are priced at a 20% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Bentley will provide volume discount pricing based on quantity, individual projects, or program pricing to meet the specific and unique needs of Sourcwell members.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the scope of the project, we will provide Sourcwell members with a proposal to supply items that are needed to complete the project. On ALL sourced or Open Market items that we propose, we will supply to the member AT COST. We do not add any percentage to sourced items.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bentley's carpet products are subject to a maximum of 5% overage which is listed on the product information page of our proposed pricing. Members can select enhanced backing options, and custom colors etc. that are detailed on the product information page of our proposed pricing.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Bentley's carpet products are subject to a maximum of 5% overage which is listed on the product information page of our proposed pricing. Members can select enhanced backing options, and custom colors etc. that are detailed on the product information page of our proposed pricing.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional rates apply to Alaska & Hawaii. Bentley ships to Canada via our preferred carriers and actual freight cost will be invoiced to the member as well as a \$60 broker fee. Freight and broker fee will be quoted to the member through the proposal process. Bentley ships to Hawaii via Hawaiian Express Ocean Freight. Bentley ships to Alaska via Ocean Freight and is priced by the pound. In summary, Bentley does not add a percentage to freight. We pass the actual cost to the Sourcwell member.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Bentley Fast Track quick ship program. Designed for maximum flexibility and expedited delivery to Sourcwell members. There are 300 plus SKU's in the program ready to ship within 10 business days: maximum quantities apply. Expedited freight and deducted truck loads for large quantities are available. Pricing will be on a per project basis and provided on the proposal.

Pricing Offered

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

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our Customer Care team thoroughly reviews all orders against our contract with Sourcewell to ensure pricing, minimums and turnkey items are entered as per contract. All Turnkey items have an additional review by our Flooring Solutions Team and requires Director approval before accepting and entering the order. We also have a dedicated Sales Analyst who is responsible for reviewing all shipped orders monthly to track and accrue all contract orders for quarterly reporting.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the well-being of our members.	Carpeting not only increases the aesthetic appeal of a space, but it functions in ways that most don't typically think about or even know. When a student can actually hear their instructors speak or an instructor can feel like their words are being heard, neither is probably aware that finishes were carefully selected in order to allow this interaction effectively. When selecting flooring for public or instructional spaces, Bentley appreciates the fact that you not only need beautiful carpet, but you also need it to provide functional duties for things like maintenance and, in this instance, acoustics. As campuses expand and specialize, modern and complex structures of glass and hard surfaces compound the need for finishes that can absorb structure-borne as well as air-borne noise. Specifying carpet is one of the simplest ways to provide an acoustic finish that reduces the distraction of noise, creates a productive learning environment, and provides both students and staff with a positive experience within each space that they encounter.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Bentley Account Executives are required to register all Sourcewell projects in Salesforce.com, so the pricing and benefits of the Sourcewell contract, Bentley Customer Care requires that Sourcewell are approved by the Account Executive which further supports our ability to track Sourcewell order manufacturing and shipping, as well as capture all sales dollars for reporting purposes.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	By working with our vendors and suppliers, we've identified improvements throughout the years to manufacture a better product with fewer materials, increased recycled content, an increased ease of reclamation, all while maintaining the quality and durability associated with the Bentley brand.
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	With our platform of certifications, including Cradle to Cradle, NSF140, EPD's, HPD's, and Declare Labels, we incorporate transparency and material health to ensure that environmentally preferred products are being selected based on our history of incorporating and declaring these materials.
69	Describe the extent to which your products contain recycled content or are recyclable.	The average of total recycled content in our carpet offerings, carpet tile and broadloom, is approximately 30%. We recently incorporated a 5% increase in post-consumer recycled content as a current vendor offered a tested, viable alternative to prior ingredient selection. We work with our recycling partners across the country to not only continue to manufacture recyclable products, but also identifying ways to improve upon current recycling process for all carpet manufacturers. We actively engage in these projects to ensure all carpet, not just Bentley, is properly diverted from a landfill.

Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Question 10 - BALTA_GROUP_ANNUAL_REPORT_2018-ENG a.zip - Thursday August 08, 2019 14:34:19
 - [Marketing Plan/Samples](#) - Marketing Question 32 Bentley Fast Track Brochure.zip - Thursday August 08, 2019 14:34:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Question 43 and 48 - LVT Elements I and II Collection Warranty.zip - Thursday August 08, 2019 14:36:08
 - [Pricing](#) - Pricing - Sourcewell RFP 080819 - Bentley Mills Product and Price List.pdf - Thursday August 08, 2019 14:39:16
 - [Additional Document](#) - Value Add Question 37-38-39-41 and Redlined T-C - Awards.zip - Thursday August 08, 2019 15:12:51

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

☐ Yes ☒ No

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

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

PRICE ANALYSIS

Sourcewell [formerly known as
National Joint Powers Alliance
(NJPA)] / State of Florida
Contract No. 52100000-16-
ACS
(Awarded 6/1/2016 and Expired
2/16/2020)

Prior
Contract No.
52100000-16-
ACS
*Prices
Adjusted for
PPI and CPI

Sourcewell /
State of
Florida
Contract No.
30161700-20-
ACS (Current,
expires

	Materials & Freight	Installation	Total Unit Cost	U/M	Materials & Freight	Installation	Total Unit Cost	U/M	% Difference from Prior State Contract (Adjusted for PPI/CPI)
BROADLOOM CARPET									
Mfg: Mohawk									
Base Camp / QS (BC332)	\$15.15 +	\$6.90	\$22.05	SY	\$15.11 +	\$6.99	\$22.10	SY	(0.23) %
Broken Checks / QS (BD403)	\$26.10 +	\$6.90	\$33.00	SY	\$26.03 +	\$6.99	\$33.02	SY	(0.06) %
Monograph (BC369)	\$30.32 +	\$6.90	\$37.22	SY	\$30.24 +	\$6.99	\$37.23	SY	(0.02) %
Trail Mix / QS (BC333)	\$15.15 +	\$6.90	\$22.05	SY	\$15.11 +	\$6.99	\$22.10	SY	(0.23) %
Mfg: Shaw									
Gradient Classicbac (5A153)	\$14.01 +	\$6.05	\$20.06	SY	\$13.97 +	\$6.13	\$20.10	SY	1.68 %
Illuminate Ultraloc (5A177)	\$17.58 +	\$6.05	\$23.63	SY	\$17.53 +	\$6.13	\$23.66	SY	0.71 %
Moritz Classicbac (5B091)	\$23.71 +	\$6.05	\$29.76	SY	\$23.64 +	\$6.13	\$29.78	SY	(0.42) %
Tint Classicbac (5A151)	\$13.31 +	\$6.05	\$19.36	SY	\$13.27 +	\$6.13	\$19.41	SY	1.88 %
Mfg: Tarkett									
Alhambra (NT) 40043	\$34.73 +	\$8.82	\$43.55	SY	\$34.63 +	\$8.94	\$43.57	SY	(0.05) %
Breakout (SL) 40035	\$35.35 +	\$8.82	\$44.17	SY	\$35.25 +	\$8.94	\$44.19	SY	(0.05) %
Echo (TR) 40029	\$45.01 +	\$8.82	\$53.83	SY	\$44.88 +	\$8.94	\$53.82	SY	0.01 %
Matelasse II (SL) 40001	\$38.60 +	\$8.82	\$47.42	SY	\$38.49 +	\$8.94	\$47.43	SY	(0.03) %
Mfg: Bentley Mills									
After Dark (4AFT60620R)	\$24.56 +	\$5.50	\$30.06	SY	\$24.49 +	\$5.57	\$30.07	SY	2.31 %
Dust Jacket (8DJ230620R)	\$28.60 +	\$5.50	\$34.10	SY	\$28.52 +	\$5.57	\$34.09	SY	1.19 %
Reposari (8RZ300630R)	\$38.17 +	\$5.50	\$43.67	SY	\$38.06 +	\$5.57	\$43.64	SY	7.18 %
Santurnia Loop (8SM300630R)	\$36.74 +	\$5.50	\$42.24	SY	\$36.64 +	\$5.57	\$42.21	SY	7.17 %
Mfg: Mannington									
A Sense of Place III (ASE3B)	\$24.10 +	\$7.95	\$32.05	SY	\$24.03 +	\$8.06	\$32.09	SY	4.02 %
Camus (CAMUB)	\$26.83 +	\$7.95	\$34.78	SY	\$26.75 +	\$8.06	\$34.81	SY	4.30 %
Everywear Plus (EVEPLSA)	\$22.97 +	\$7.95	\$30.92	SY	\$22.91 +	\$8.06	\$30.96	SY	3.31 %
Halftime (HALTISA)	\$21.46 +	\$7.95	\$29.41	SY	\$21.40 +	\$8.06	\$29.46	SY	2.35 %
CARPET TILES									
Mfg: Shaw									
Activity Ecoworx (5T089)	\$29.80 +	\$5.78	\$35.58	SY	\$29.72 +	\$5.86	\$35.58	SY	(1.17) %
Catalyst (59579)	\$21.06 +	\$5.78	\$26.84	SY	\$21.00 +	\$5.86	\$26.86	SY	0.00 %
Chain Stitch Tile (59494)	\$31.44 +	\$5.78	\$37.22	SY	\$31.35 +	\$5.86	\$37.21	SY	(1.32) %
Hybrid (59580)	\$21.03 +	\$5.78	\$26.81	SY	\$20.97 +	\$5.86	\$26.83	SY	0.00 %
Mfg: Mohawk									
It's a Sign II (GT162)	\$56.26 +	\$6.39	\$62.65	SY	\$56.10 +	\$6.48	\$62.58	SY	0.11 %
Outlayers Plank (GT323)	\$46.92 +	\$6.39	\$53.31	SY	\$46.79 +	\$6.48	\$53.27	SY	0.08 %
Mohawk Riot / QS (BT355)	\$28.12 +	\$6.39	\$34.51	SY	\$28.04 +	\$6.48	\$34.52	SY	(0.02) %
Step In Style II / QS (GT312)	\$76.98 +	\$6.39	\$83.37	SY	\$76.76 +	\$6.48	\$83.24	SY	0.15 %

Sourcewell [formerly known as
National Joint Powers Alliance
(NJPA)] / State of Florida
Contract No. 52100000-16-
ACS
(Awarded 6/1/2016 and Expired
2/16/2020)

<u>Prior</u>	<u>Sourcewell /</u>
<u>Contract No.</u>	<u>State of</u>
<u>52100000-16-</u>	<u>Florida</u>
<u>ACS</u>	<u>Contract No.</u>
<u>Prices</u>	<u>30161700-20-</u>
<u>Adjusted for</u>	<u>ACS (Current,</u>
<u>CPI and CPI</u>	<u>expires</u>

Mfg: Interface																	
A Peeling I2 (1264502500)	\$38.83	+	\$5.60	\$44.43	SY	\$38.72	+	\$5.68	\$44.40	SY	\$38.83	+	\$6.50	\$45.33	SY	2.10	%
Cambria I2 (1264202500)	\$37.61	+	\$5.60	\$43.21	SY	\$37.50	+	\$5.68	\$43.18	SY	\$37.61	+	\$6.50	\$44.11	SY	2.15	%
Shadow Box Loop (1284502500)	\$21.74	+	\$5.60	\$27.34	SY	\$21.68	+	\$5.68	\$27.36	SY	\$21.74	+	\$6.50	\$28.24	SY	3.23	%
Verticals I2 (138680AK00)	\$22.66	+	\$5.60	\$28.26	SY	\$22.60	+	\$5.68	\$28.27	SY	\$22.66	+	\$6.50	\$29.16	SY	3.14	%
Mfg: Tarkett																	
Accentuate (CR) 04255	\$32.04	+	\$7.35	\$39.39	SY	\$31.95	+	\$7.45	\$39.40	SY	\$32.04	+	\$7.35	\$39.39	SY	(0.03)	%
Aftermath II (EB) 03026	\$30.42	+	\$7.35	\$37.77	SY	\$30.33	+	\$7.45	\$37.78	SY	\$30.42	+	\$7.35	\$37.77	SY	(0.04)	%
All Star (CR) 02931	\$36.02	+	\$7.35	\$43.37	SY	\$35.92	+	\$7.45	\$43.37	SY	\$36.02	+	\$7.35	\$43.37	SY	0.00	%
Angulate (EX) 04655	\$39.59	+	\$7.35	\$46.94	SY	\$39.48	+	\$7.45	\$46.93	SY	\$39.59	+	\$7.35	\$46.94	SY	0.02	%
Mfg: Bentley Mills																	
Anarchy (8AN50)	\$52.34	+	\$5.50	\$57.84	SY	\$52.19	+	\$5.57	\$57.77	SY	\$52.34	+	\$5.90	\$63.66	SY	10.20	%
Dust Jacket (8DJ23)	\$43.52	+	\$5.50	\$49.02	SY	\$43.40	+	\$5.57	\$48.97	SY	\$43.52	+	\$5.90	\$49.42	SY	0.91	%
Illuminated Linen (4IM300)	\$47.98	+	\$5.50	\$53.48	SY	\$47.85	+	\$5.57	\$53.42	SY	\$47.98	+	\$5.90	\$58.92	SY	10.29	%
Riposari (8RZ300)	\$48.21	+	\$5.50	\$53.71	SY	\$48.08	+	\$5.57	\$53.65	SY	\$48.21	+	\$5.90	\$61.38	SY	14.41	%
Mfg: Mannington																	
A Sense of Place III (ASE3T)	\$31.31	+	\$7.80	\$39.11	SY	\$31.22	+	\$7.91	\$39.13	SY	\$31.31	+	\$7.80	\$40.88	SY	4.48	%
Camus (CAMUT)	\$31.24	+	\$7.80	\$39.04	SY	\$31.15	+	\$7.91	\$39.06	SY	\$31.24	+	\$7.80	\$40.82	SY	4.51	%
Everywear Plus (EVEPM6M)	\$29.63	+	\$7.80	\$37.43	SY	\$29.55	+	\$7.91	\$37.45	SY	\$29.63	+	\$7.80	\$39.55	SY	5.60	%
Halftime (HALTM6M)	\$29.83	+	\$7.80	\$37.63	SY	\$29.75	+	\$7.91	\$37.65	SY	\$29.83	+	\$7.80	\$39.55	SY	5.04	%
ADDITIONAL SERVICES																	
		Unit Cost		U/M				Unit Cost		U/M				% Difference from Prior State Contract (Adjusted for PPI/CPI)			
Mfg: Mohawk																	
Furniture Moving (removal and replace)	\$4.60	SY					Unit Cost (Adjusted for CPLW)		U/M								
Carpet Disposal	\$0.72	SY					\$4.66		SY				\$4.60		SY		
Carpet Tile-Removal	\$3.45	SY					\$0.73		SY				\$0.72		SY		
VCT Installation	\$1.36	SF					\$3.50		SY				\$3.45		SY		
							\$1.38		SF				\$1.36		SF		
Mfg: Shaw																	
Furniture Lift and Carpet Removal	\$22.00	SY					\$22.30		SY				\$22.00		SY		
Carpet Border Work	\$1.82	LF					\$1.84		LF				\$1.98		LF		
Carpet Disposal	\$1.21	SY					\$1.23		SY				\$1.21		SY		
VCT Installation	\$0.88	SF					\$0.89		SF				\$0.99		SF		
Mfg: Tarkett																	
Carpet Removal-Modular Tile	\$3.68	SY					\$3.73		SY				\$3.68		SY		
Carpet Disposal	\$0.70	SY					\$0.71		SY				\$0.70		SY		
Stair Nosing-Labor and Material	\$8.22	LF					\$8.33		LF				\$8.22		LF		
Furniture Removal/Replacement	\$4.20	SY					\$4.26		SY				\$4.20		SY		

Prior
Contract No.
52100000-16-
ACS
*Prices
Adjusted for
PPI and CPI

Sourcewell /
State of
Florida
Contract No.
30161700-20-
ACS (Current,
expires

Mfg: Interface							
Floor Prep (Minor)	\$0.65	SF	\$0.66	SF			
VCT Installation	\$1.22	SF	\$1.22	SF			(1.34) %
Carpet Disposal	\$2.06	LF	\$2.09	LF			(1.34) %
Stair Nosing-Labor and Material	\$5.00	LF	\$5.07	LF			(1.34) %
Mfg: Bentley Mills							
Floor Prep	\$0.90	SF	\$0.91	SF			(1.34) %
VCT Installation	\$1.50	SF	\$1.52	SF			(1.34) %
Carpet Disposal	\$0.75	SY	\$0.76	SY			(1.34) %
Remove/Dispose of Existing							
Carpet Tile	\$3.00	SY	\$3.04	SY			(1.34) %
Mfg: Mannington							
Carpet Disposal	\$1.75	SY	\$1.77	SY			(1.34) %
VCT Installation	\$1.75	SF	\$1.77	SF			(1.34) %
Furniture Moving (Medium)	\$4.00	SY	\$4.05	SY			(1.34) %
Removal of Carpet Tile	\$1.05	SY	\$1.06	SY			(1.34) %

Legend:

SY- Square Yard
LF- Linear Foot
SF- Square Foot

NOTES:

For the purpose of this price analysis and comparison, unit prices of the current State of Florida contract No. 30161700-20-ACS were compared to the unit prices of the previous State of Florida contract No. 52100000-16-ACS.

The Producer Price Index (PPI) for the Carpet and Rug Mills Industry had a (-.28%) decrease from the last updated price list of the prior flooring contract No. 52100000-16-ACS in June 2019 to February 2020.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Services Sector in the Miami-Ft. Lauderdale area had a 1.36% increase from the last updated price list of the prior flooring Contract No. 52100000-16-ACS in June 2019 to February 2020.