



**Solicitation Number: 061323**

## **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 (Supplier).

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

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

### **1. TERM OF CONTRACT**

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

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

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

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcwell

Bentley Mills, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/4/2023 | 2:12 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Jay W. Brown*  
41ABB054FA88424...  
By: \_\_\_\_\_  
Mr. Jay W. Brown  
Title: President & COO  
8/4/2023 | 6:05 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
8/5/2023 | 7:26 AM CDT  
Date: \_\_\_\_\_

# RFP 061323 - Flooring Materials, with Related Supplies and Services

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## Vendor Details

Company Name: Bentley Mills, Inc  
Address: 14641 East Don Julian Road  
City of Industry, CA 91746  
Contact: Angela Lumaye  
Email: angela.lumaye@bentleymills.com  
Phone: 310-613-1395  
Fax: 626-333-7233  
HST#: 68-0123642

## Submission Details

Created On: Tuesday April 25, 2023 10:21:07  
Submitted On: Tuesday June 13, 2023 10:11:50  
Submitted By: Carolyn Drummond  
Email: carolyn.drummond@bentleymills.com  
Transaction #: 855c5e9f-2ed5-4f67-88a1-ce6b833efd11  
Submitter's IP Address: 173.224.144.4

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Bentley Mills, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bentley Mills, Inc., modulyss and Prima Vista™
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bentley Mills, Inc., modulyss and Prima Vista™
4	Provide your CAGE code or Unique Entity Identifier (SAM):	OPV40
5	Proposer Physical Address:	14641 East Don Julian Road, City of Industry, CA 91746
6	Proposer website address (or addresses):	www.bentleymills.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mr. Jay W Brown, President & COO 14641 East Don Julian Road City of Industry, CA 91746 jay.brown@bentleymills.com 800-423-4709
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Angela Lumaye - National Director of Education & Public Works angela.lumaye@bentleymills.com 14641 East Don Julian Road City of Industry, CA 91746 310.613.1395
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carolyn Drummond - Strategic Accounts carolyn.drummond@bentleymills.com 14641 East Don Julian Road City of Industry, CA 91746 626-934-2461

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> <li>• Carpet: we offer both PVC free broadloom rolled goods and PVC free carpet tile. Our carpet tile is in four sizes; 24"x24", 18"x36", 36"x36" and 9"x36". Our carpet tile is also manufactured in several backing options: AFIRMA II™ Hardback Tile, NexStep® Cushion Tile, LuxFelt Cushion Tile, and AFFIXX™ Hardback Tile adhesive free backing.</li> <li>• LVT: We also provide Luxury Vinyl Tile products with a 20 mil wear layers for enhanced performance.</li> <li>• HVT: An advanced tile floor designed for all environments - Education, Retail, Healthcare, Corporate and Hospitality (including heavy commercial) -installed with standard LVT adhesive (see below for Taylor Adhesive recommendations). HVT is built to last, with unique structure and designs, yielding unparalleled dimensional stability, diverse visuals, and above-average sound absorption.</li> <li>• EliteFlex™ Cushion: This 6' rolled goods performance construction includes a moisture impermeable layer that keeps spills close to the surface for easier cleanup. EliteFlex™ Cushion installations sealed with PermaWeld Premium Seam Sealer, ensure moisture does not migrate through the seams.</li> <li>• Area Rugs: Bentley provides solutions for members through our PRIMA VISTA™ program as well.</li> <li>• Turnkey: We provide turnkey installation services and project management through Bentley Flooring Solutions as well as provide ancillary products for installation</li> <li>• Sundries: Healthbond 2399 - Bentley's adhesive for AFIRMA II™ Hardback Tile, NexStep® Cushion Tile, LuxFelt Cushion Tile, EliteFlex™ Cushion, LVT and HVT. Healthbond 1000 Multipurpose Adhesive used for our High PerformancePC broadloom. Healthbond 3000 Seam Sealer used with High PerformancePC Broadloom PermaWeld Premium Seam Sealer used with EliteFlex™ Cushion Tiles AFFIXX™ Vencro Tabs and 2" Tape - used with AFFIXX™ Hardback Tile adhesive free backing installations</li> </ul>
11	What levels of service (material only, turnkey, other) are being proposed?	<p>Bentley Mills provides solutions for members such as: Turnkey installation services and project management through Bentley Flooring Solutions as well as provide ancillary products for installation.</p> <p>Flooring, Broadloom Carpet, Carpet Tile, EliteFlex™ Cushion, Luxury Vinyl Tile, HVT, Area Rugs, Walk off Matts, Flooring Installation, Turnkey Project Management, Ancillary products for installation, and Labor for installation.</p>
12	Does the response include installation services?	Yes
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Bentley Mills has dealer partners located throughout the country, we work directly with a preferred dealer partner to quote labor and installation for any Sourcewell member that requires a turnkey project.
14	How does the Participating Entity select an installer?	Bentley has a vetted dealer and flooring contractor network. Our partners provide Sourcewell members with first class installation and local project logistics. Within Bentley Flooring Solutions, we provide turnkey services through our national dealer partners.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Bentley's Technical Services team is available for virtual or in-person training as well as ongoing support for any issues that may arise. Bentley Mills has an immense network of CFI certified installers throughout the US and Canada available to partner with for installation, maintenance, repairs, and training.</p> <p>Bentley utilizes an extensive vetting process for our third party sub contractors to ensure quality workmanship. 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.</p>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Please see Bentley Turnkey Quote Example. This includes both the Sourcewell Member's quote as well as the installers Installation Agreement. Please see attached: Question 16 - Turnkey Installation Quote Example.

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

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	LVT and HVT products
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	
23	Rubber	<input type="radio"/> Yes <input checked="" type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	LVT and HVT products with inherent vinyl layers
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bentley offers 12' High PerformancePC Broadloom in backing options; Optimum Barrier™ II, Prestige PlusRC™, Optimum Barrier™ II RC Cushion, Easy Street Cushion
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bentley offers carpet tile in the following backing options; AFIRMA II™ Hardback Tile, AFFIX™ Hardback Tile, NexStep® Cushion Tile, LuxFelt Cushion. Tile sizes 9x36, 18x36, 24x24, 36x36
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	HVT, EliteFlex™ Cushion
29	Floor mats	<input type="radio"/> Yes <input checked="" type="radio"/> No	
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Prima Vista™ Area Rug Program
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bentley supplies adhesive for installation of all products offered on the contract. We do not provide removal, maintenance or cleaning supplies.
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our FULFILL program, Bentley actively promotes recycling and minimizes carpet waste by partnering with CARE and recyclers nationwide. We offer a convenient and straightforward process for customers to take back any type of carpets from any manufacturer.

**Table 3: Pricing Offered**

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

**Table 4: Pricing and Delivery**

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

Line Item	Question	Response *
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Bentley's proposed pricing model for Sourcewell is as follows: line item discounts on our entire product line in all categories (High PerformancePC Broadloom, EliteFlex™ Cushion, NexStep® Cushion Tile, LuxFelt Cushion Tile, AFIRMA II™ Hardback Tile, AFFIXX™ Adhesive Free Hardback Tile, Walk Off Mats, Adhesives, Luxury Vinyl Tile and HVT). 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, Sourcewell member price, and SKU number.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Services will be priced by either square yard, square feet, each or hourly. We have billing rates and prevailing wages listed on our labor sheet.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount ranges between 43% to 49%. Bentley is continuing to extend the discount to Sourcewell slightly higher as our current contract. Adhesives and Sundries on contract receive a 20% discount.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Bentley will provide volume discount pricing based on individual projects, or program pricing to meet the specific job needs.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Bentley Mills will provide Sourcewell 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.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All sourced or Open Market items that we propose, we will provide to the Sourcewell member AT COST. We do not add any mark up to sourced items.  Bentley's carpet products are subject to a maximum of 5% overage. Our enhanced backing options, custom colors and custom products may have minimums, overages and set up charges. We have these listed on our Product Information Page on our proposed pricing document. All additional charges will be included in the quote to the member.
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Additional costs may apply based on the following requests to provide additional delivery services for a project: Forklift, liftgate/loading dock, expedited freight and 24 hour notice prior to delivery. These additional costs will be provided to the member if requested at time of quote.  Bentley's LVT products do carry a minimum shipping cost or an additional cost per square foot if minimum has been met and will be calculated at time of quote.  Bentley's HVT and Area Rug Program freight charges will need to be quoted by our shipping department and will be supplied at time of quote to the member.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight rates to Alaska and Hawaii will be calculated by our shipping department, along with a \$80.00 broker fee. Freight and fee will be included in the quote to the member.  Bentley uses Ocean Freight on shipments to Alaska and rates are priced by the pound. Freight will be included in the quote to the member.  Bentley does not add any percentage to freight charges, we pass the actual costs to the Sourcewell member.

42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Bentley's Fast Track program (Quick Ship), is designed for projects focused on tight schedules with maximum flexibility and quick delivery in 10 business days, and are priced to meet budgets. Expedited freight and dedicated truck loads for large quantities are also available. Customer pick up is an option for local members.	*
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**Table 5: Payment Terms and Financing Options**

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Bentley Mills terms are Net 30 to Sourcewell Members. Any other terms can be considered by our Finance Department through the credit application process. Bentley does accept credit card forms of payment, there is no additional fee at this time.	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Bentley Mills does not have any leasing for financing options available.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Material Only orders are prepared through Salesforce: Please see attachment Question 45 - Material Only Quote  Turnkey Quotes are prepared for the Sourcewell member personally tailored to suit their project: Please see attachment: Question 45 - Turnkey Quote and Project Completion Form  Authorized Bentley Dealers will sign the attached: Question 45 - Dealer Participation Agreement, and will also receive a Letter of Authorization they can share with the Sourcewell member. Please see attachment: Question 45 - Bentley-Sourcewell Letter of Authorization	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Bentley Mills does accept P-Card payments, there is no fee at this time	*

**Table 6: Audit and Administrative Fee**

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Customer Care is actively involved in every project, from order entry to installation. Our team thoroughly reviews all orders and compares them to our contract with Sourcewell. This ensures consistent pricing, and that minimums and turnkey items are entered as per contract. All Turnkey items undergo an additional review by our Flooring Solutions Team and they require Director level approval before we accept or enter the order. Finally, we have a dedicated Sales Analyst who is responsible for reviewing all shipped orders monthly to track and accrue all contract orders for quarterly reporting purposes.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Bentley internally keeps record of monthly and yearly sales. This way we can accurately gauge our success with the contract. Year to date we are trending at a higher sales number than the past 2 years.	*
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bentley will continue with a 2% administrative fee.	*



**Table 7: Company Information and Financial Strength**

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Beauty. Service. Quality. Partnership. For more than 44 years, these tenets have driven Bentley, California's largest carpet design and manufacturing company. We are an industry vanguard, defining style, color, quality and service in the City of Industry, California.</p> <p>With our roots proudly in Los Angeles, our home enables us to be on the forefront of cutting edge design and requires us to manufacture product under some of the most stringent sustainability requirements in the WORLD. And as California's only commercial carpeting company, we're committed to sustainable commerce and social responsibility. We proudly operate in a LEED-EBOM® Gold carpet manufacturing facility, the same facility in which we began our journey in 1979.</p> <p>Bentley Mills, Inc. manufactures and markets award-winning broadloom, carpet tile, LVT, HVT, EliteFlex™ 6' goods, entry/walk-off solutions, and Prima Vista™ area rug products for all commercial interiors across the globe. Bentley is recognized for leadership in product design, style and customer service. Finally, our award-winning broadloom, carpet tile, and area rug products are made to stand the test of time.</p> <p>All carpet products are made with Bentley Premium branded nylon, which equate to a high level of long term performance and offer superior Texture Appearance Retention Ratings (TARR), as well as Green Label Plus, NSF140 Gold, and Cradle to Cradle Silver certifications. <a href="http://www.bentleymills.com/about-us/">http://www.bentleymills.com/about-us/</a></p>
51	What are your company's expectations in the event of an award?	As an existing contract holder, Bentley Mills values the Sourcewell Contract as it provides us 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.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Below is the link for our annual report which should provide all the information being requested, and is also attached. Please see: Question 52 - Annual Statement</p> <p><a href="https://www.belysse.com/en/investors/company-results">https://www.belysse.com/en/investors/company-results</a></p>
53	What is your US market share for the solutions that you are proposing?	Bentley is approximately 10% of the commercial flooring market in the US
54	What is your Canadian market share for the solutions that you are proposing?	Bentley is approximately less than 1% of the commercial flooring market in Canada
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No - Bentley Mills has not petitioned for bankruptcy protection
56	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B - Bentley is best described as a manufacturer of contract flooring materials. Bentley has 65 Account Executives (AEs) that are direct employees, and represent Bentley in all markets/geography throughout the USA, Canada, APAC and EMEA. We have conducted Sourcewell regional training webinars as well as training at our national sales meeting on multiple occasions (with Sourcewell representatives present). 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.</p>
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable - Bentley has not had any Suspension or Debarment in our organization

**Table 8: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Attached in document named Bentley Awards List May 2023 is our list of Awards.</p> <p>Below are the last 5 years:</p> <p>2018</p> <ul style="list-style-type: none"> <li>• 2018 ADEX Design Journal Platinum Award for the Outskirts Collection; Category: Flooring</li> <li>• 2018 #MetropolisLikes Award for The Drawing Room Collection</li> <li>• 2018 Interior Design HiP Product Finalist for Outlier</li> <li>• 2018 Interior Design HiP People: Seller Finalist/Honoree Wendy Jorgensen</li> <li>• 2018 Best of NeoCon Silver Award for The Drawing Room Collection; Category: Carpet, Broadloom</li> </ul> <p>2019</p> <ul style="list-style-type: none"> <li>• 2018 Interiors + Sources Readers' Choice Best Product Award for Burnish</li> <li>• 2019 ADEX Design Journal Honoree for The Drawing Room; Category: Flooring</li> <li>• 2019 HiP Product Finalist for The Sorted Collection; Category: Workplace Carpet</li> <li>• 2019 Metropolis/Specify "Must Visit NeoCon Showroom"</li> <li>• 2019 Interior Design Best of Year Finalist for The Sorted Collection; Category: Modular Carpet</li> <li>• 2019 Interiors + Sources Readers' Choice Best Product Awards for The Sorted Collection, The Drawing Room and Redux</li> </ul> <p>2020</p> <ul style="list-style-type: none"> <li>• 2020 ADEX Design Journal Platinum Award for The Sorted Collection; Category: Flooring</li> <li>• 2020 HiP Product Finalist for Suitable; Category: Education/Institutional/Government</li> <li>• 2020 Buildings Product Innovation Awards Finalist for Suitable</li> <li>• 2020 Interior Design Best of Year Finalist for Invisible Visionaries; Category: Broadloom</li> </ul> <p>2021</p> <ul style="list-style-type: none"> <li>• 2021 NYCxDesign Finalist for Off the Chain</li> <li>• 2021 Interior Design Best of Year Honoree for Daytripper; Category: Carpet Tile</li> <li>• 2021 Interior Design Best of Year Finalist for Off the Chain; Category: Broadloom</li> </ul> <p>2022</p> <ul style="list-style-type: none"> <li>• 2022 Association for Learning Environments (A4LE) Entrant for EliteFlex in the Solutions Provider Category</li> <li>• 2022 #MetropolisLikes Entrant for Modern Curator Collection No. 1</li> <li>• 2022 Interior Design Best of Year Honoree for Modern Curator Collection No. 1; Category: Carpet Tile</li> <li>• 2022 Interior Design Best of Year Finalist for Course of Action; Category: Broadloom</li> <li>• 2019 Better Practice Award - United States Department of Energy's Better Plants Challenge</li> <li>• 2020 ITEAM Challenge Winner - United States Department of Energy's American-Made Challenges</li> <li>• 2020 Environmental Excellence Award</li> </ul>
59	What percentage of your sales are to the governmental sector in the past three years?	Government Sector sales are approximately 6%
60	What percentage of your sales are to the education sector in the past three years?	Education Sector sales are approximately 13%
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell Contract:</p> <p>2020 - \$ 365,000</p> <p>2021 - \$ 1,555,000</p> <p>2022 - \$ 1,890,000</p>
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA On Contract Sales:</p> <p>2020 - \$ 752,000</p> <p>2021 - \$ 509,000</p> <p>2022 - \$ 290,000</p>

**Table 9: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
University of California Systems	Education	California - CA	Provide Flooring Materials - Broadloom, Carpet Tiles, Sundries, LVT, Turnkey	210,000 SY	\$5,400,000	*
United States House of Representatives	Government	District of Columbia - DC	Provide Flooring Materials - Broadloom, Carpet Tiles, Sundries, LVT	30,000 SY	1,400,000	*
University of Southern California	Education	California - CA	Provide Flooring Materials - Broadloom, Carpet Tiles, Sundries, LVT	53,000 SY	1,200,000	*
GSA	Government	California - CA	Total sales and footprint are from across the United States  Provide Flooring Materials - Broadloom, Carpet Tiles, Sundries, LVT, Turnkey	340,000 SY	10,000,000	*
University of Michigan	Education	Michigan - MI	Provide Flooring Materials - Broadloom, Carpet Tiles, Sundries, LVT	25,000 SY	700,000	*

**Table 10: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Kent Intermediate School District	Tim Peraino	(616) 365-2290	*
Metropolitan Water District	Mike Patel	(213) 217-6414	*
California State Long Beach	George Vasquez	(562) 588-2061	*

**Table 11: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
65	Sales force.	Bentley employs Sixty Five (65) Account Executives in the United States and Canada which consists of five sales regions: Eastern, Southern, Midwest, Southwest and Western. Each region is managed by a Regional Vice President (RVP). Each region has a dedicated Regional Sales Coordinator for support. The Canadian Region Account Executives are managed by the respective Regional Vice Presidents.	*

66	Service force.	<p>Bentley has strategically created a network of service with multiple layers to ensure each client's unique needs are met on every single project. Our Global and Strategic Account Sales Analyst will work with Sourcewell members as well as our dealer network to prepare proposals, installation service agreements, and detailed monthly and quarterly reports. Our five Regional Vice Presidents (RVP's) have outlined a detailed business plan for the government and educational segments for each Account Executive and holds them accountable to increase market share in these segments. Additionally, we have five Regional Sales Coordinators that support our account executives in the field to ensure timely responses to each and every request.</p> <p>Additionally, Bentley's Technical Field Service Team is available for project installation start ups, technical information on installation and maintenance, and to assist members in establishing maintenance programs, etc. Our Field Technical Team can provide extraordinary service to Sourcewell members and our dealer network. Finally, Bentley will also provide a dedicated Sourcewell Member Customer Care Concierge for world class customer service. This network of individuals, the Bentley Flooring Solutions Team, will provide unsurpassed service to Sourcewell members and our dealer network with 24 hour or less response time for each project request.</p>
67	Dealer network or other distribution methods.	<p>With over 44 years of experience in the commercial interiors industry, Bentley has successfully developed a network of approximately 700-1000 dealer/flooring contractor's and partners throughout North America, many of which have been long term Bentley installation partners and are skilled to install and service Bentley products. All of our partners will meet or exceed the Carpet &amp; 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. Additionally, we recognize and encourage the use of established dealer relationships that Sourcewell members may have in place. If there is no dealer relationships in place, Bentley will assist by recommending quality dealers to the Sourcewell members and will offer an introduction to that partner with permission from the Sourcewell member. With a highly tenured team of Account Executives across North America, Bentley's knowledge and dealer partnerships can serve as a large value add for Sourcewell members for Sourcewell projects.</p>

<p>68</p>	<p>Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.</p>	<p>Bentley Mills offers a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material / Turnkey orders. The process for each of these is as follows:</p> <p>Material Only Orders</p> <ul style="list-style-type: none"> <li>• Customer emails Bentley Mills with order request listing: Customer Information, Bill to address, Job name, Bentley Products, and Adhesive.</li> <li>• Bentley Mills - creates a quote and sends it to the customer / end-user for review</li> <li>• If the customer accepts the proposal, the customer will need to issue formal purchase order back to Bentley Mills.</li> <li>• Bentley Mills - processes the order and emails customer with stock/backorder information, along with an order confirmation.</li> <li>• Material is shipped to the customer.</li> <li>• Bentley Mills - Customer is invoiced and pays Bentley Mills per the invoice.</li> </ul> <p>Turnkey Orders</p> <ul style="list-style-type: none"> <li>• Customer emails Bentley Mills with order request listing: Customer Information, Bill to address, Job name, Bentley Products, Adhesive. The Installation vendor can send this information to Bentley as well if they are working directly with the customer.</li> <li>• Installation Vendor provides labor quote and quantities of materials needed.</li> <li>• Bentley Mills - creates a turnkey proposal and sends to the Customer / End-user</li> <li>• If the customer accepts the proposal, the customer will need to issue a formal purchase order back to Bentley Mills.</li> <li>• Bentley Mills - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation.</li> <li>• Material is shipped out to the installation vendor or customer. (Depends on storage at the job site)</li> <li>• Bentley Mills - Installation Agreement and Project Completion forms are sent to the installation vendor</li> <li>• When the job is completed, installation vendor provides Bentley Mills with the signed Project Completion form. Bentley pays the installation vendor per the Installation Agreement for work performed.</li> <li>• Bentley Mills then invoices the customer for material and labor as agreed upon and pays Bentley Mills.</li> </ul> <p>Dealer Material and Labor If Needed</p> <ul style="list-style-type: none"> <li>• The dealer sends the customer proposal for material and labor services (if needed).</li> <li>• The dealer sends Bentley Mills a PO for ""material only"" (This is for reporting to Sourcewell)</li> <li>• Dealer must sign a Dealer Participation Agreement. If one is not on file, Bentley Mills work with the Dealer to set up.</li> <li>• Bentley will invoice the dealer directly for materials</li> <li>o Dealer PO must have the following information to process purchase order:             <ul style="list-style-type: none"> <li>o Sourcewell Member number and Member name</li> <li>o Bentley Mills Contract # 080819-BPS</li> </ul> </li> <li>• Bentley Mills - processes the order and emails Dealer with stock/backorder information, along with an order confirmation.</li> <li>• Material is shipped to the Dealer</li> <li>• Bentley Mills - Dealer is invoiced and pays Bentley Mills per the invoice</li> </ul> <p>All orders received by an Authorized Dealer must have the Sourcewell Member Number and Bentley's Contract Number on their Purchase Order. Bentley's Customer Care enters this information into our system at time of order entry, which is tracked, managed and reported for the fee payment approval process</p>
<p>69</p>	<p>Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).</p>	<p>Bentley (Prosper) is a manufacturer of commercial flooring materials. We work closely with our distributors, dealers, and subcontractors to procure and install the material on behalf of Sourcewell members. Our relationship with these groups in the supply chain allow us to approach projects proactively as a team to ensure all project and customer needs are met on the front end of every project, allowing us to be proactive instead of reactive.</p>

70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Purchase Orders can be received via email or fax to Bentley's Customer Care Department, who will then work with Sourcewell Members and Authorized Dealers in placing their purchase order. Our dedicated Contract Administrator is notified on every new purchase order and will verify pricing is contract compliant. Customer Care then proceeds to place the order and will respond with a confirmation via email with a mill order number and production lead time within 24 hours.</p> <p>Bentley utilizes the industry comparison key performance indicators: Order accuracy rate, customer response time, PO received to acknowledgement, On-time delivery, invoice accuracy, sample delivery, Off-quality, order fulfillment as well as sustainability KPI's: Carbon Footprint Reduction and Landfill Reduction. Any issue that would arise, Bentley reviews with the customer and works through solutions to provide an opportunity for improvement.</p> <p>See Attachment Question 68 - Sourcewell Supplier Order Process</p>	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bentley has strategically created a network of service with multiple layers to ensure each client's unique needs are met on every single project. Our Global and Strategic Account Sales Analyst will work with Sourcewell members as well as our dealer network along with over 65 Account Executives to provide flooring solutions to members. Many of our Account Executives have design backgrounds and assist with product selections.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bentley has two strategic teams in both Western Canada and Eastern Canada. Our team will work with Sourcewell members as well as our dealer network along with our Canadian team members provide flooring solutions to members.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bentley Mills has the ability to service all of North America	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bentley Mills has a global presence and is capable of servicing all Sourcewell members. The Sourcewell Contract is Bentley's main cooperative purchasing contract and we do not have any restrictions.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bentley does not have any specific contract requirements or restrictions for Hawaii or Alaska members. The only differences would be freight rates and broker fees would need to be calculated by our shipping department as outlined in Question 41. Delivery times would be extended as well and estimated delivery would be provided at time of quote to the member.	*

**Table 12: Marketing Plan**

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current supplier, Bentley utilizes the tools that Sourcewell provides on their website to market out products to existing Sourcewell members. We also have internal marketing materials to communicate to existing members or potential members the value of the Sourcewell contract. We have invited Sourcewell representatives to our annual National Sales Meetings to jointly present to our field Account Executives on how to utilize the contract to grow their sales. Additionally we will participate in Sourcewell trade shows when possible.
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bentley will continue to use our social media platforms (Facebook, Instagram, LinkedIn) to market Sourcewell and our membership (i.e. Instagram: @bentley.education). We will also market some of our unique technologies, such as our Insite visualizer tool. Insite visualizer will allow Sourcewell members to instantaneously digitally render Bentley products into their physical space simply by taking a photo of the space they want to renovate, uploading the photo on the Insite app, and then digitally install any of our products (carpet tile, broadloom, LVT, HVT) into their space. Members can then change colors, installation methods, tile size, etc. We also have the ability to create a microsite for Sourcewell members, which would include a complete Bentley product catalogue.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Bentley values that Sourcewell continues to provide it's vendors with tools to assist the in promoting the contract along with their products and services. We currently utilize the Sourcewell web-site for valuable information such as member lookup, member invite, and other valuable marketing materials and tools.</p> <p>We appreciate that Sourcewell has provided Bentley with custom reports on member flooring spend, as this report has greatly assisted our Account Executives in understanding the value of Sourcewell and in turn, utilizing the contract to grow their business. Over the past two (2) years Bentley has dedicated resources to deliver sales training to further incorporate our Sourcewell contract into our sales process and we will continue to expand our training and intercommunication throughout our sales organization whenever there is an opportunity to do so.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not Applicable - Bentley does not have a e-procurement ordering process.

**Table 13: Value-Added Attributes**

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Installation instructions will be provided for every project along with specifications, warranty information and suggested maintenance guidelines for long term success and a lower cost of ownership. In addition, we have multiple a Technical Services team with several geographically strategically placed Directors of Technical Services team members to be available for every project kick off, upon request. Should this service be requested, they will engage with the installation team to ensure all project details are reviewed and mutually agreed upon. While we do not have any unique installation requirements, we do have something that sets us apart. All Bentley products are installed with Healthbond 2399 pressure sensitive adhesive (our standard adhesive). This adhesive is unique in that does not require pH or RH testing and is warranted up to 100% without the need for slab testing. It also does not require under slab moisture vapor retardant.

82	Describe any technological advances that your proposed products or services offer.	<p>Bentley's Digital Studios services are complimentary to our customers. Digital Studio's services include:</p> <ul style="list-style-type: none"> <li>- Design Consultations</li> <li>- Layout Recommendations and visuals (Monolithic, Herringbone, Ashlar, etc.)</li> <li>- Simulated Room Scenes (SIMS)</li> <li>- Installation Diagrams</li> </ul> <p>Bentley also has a commitment to providing the highest performing products with the longest life cycle and lowest cost of ownership. We do this by using the best ingredients possible when manufacturing all components of our products. Our Bentley Premium Branded(tm) fibers are engineered to provide long-lasting protection against staining, soiling, crushing and matting, light fastness, and more.</p> <p>Our LuxFelt and NexStep cushion backings offer many benefits including enhanced appearance retention, improved sound absorption, improved energy efficiency, and reduced employee fatigue. (See NexStep Cushion Benefits).</p> <p>Bentley's Colorcast technology provides Sourcewell members the capability to easily customize their projects with only a 50 yard minimum and NO up charge. Colorcast offers Sourcewell members the opportunity to match logo/branding colors, paint chips, fabric swatches, etc. to the Pantone level.</p> <p>All Bentley products come with Healthbond 2399 pressure sensitive adhesive (our standard adhesive). This adhesive is unique in that does not require pH or RH testing and is warranted up to 100% without the need for slab testing. It also does not require under slab moisture vapor retardant.</p> <p>Bentley is proud to have been selected as a winner of the 2019 Better Practice award (U.S. Department of Energy's Better Plants Program), which recognizes innovation and manufacturing accomplishments. We were awarded based on their review of our practices, principles and procedures in regard to plant/manufacturing energy management.</p>
83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ESG (Environmental, Social, and Governance) a key priority for Bentley. We actively promote recycling and minimize carpet waste through our FULFILL program, which involves partnerships with CARE and recyclers across the country. In 2022, Bentley joined the Better Climate Challenge led by the Department of Energy, aligning our greenhouse gas reduction objectives with the SBTi (Science Based Targets initiative). Demonstrating our commitment to social responsibility, we have established long-term partnerships with local NGOs, such as Delhaven Community and LA Foodbank. Additionally, each year at NeoCon, we collaborate with different NGOs to further support their causes.</p>
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>All Bentley products have low VOC emissions and meet the CRI Green Label Plus or FloorScore certifications for indoor air quality. Our products provide excellent sound absorption properties. Product specific results for both light reflectance and sound absorption can be provided for all of our products. We are PVC-free, PFAS-free and Antimicrobial-free.</p>
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Bentley's carpet products are certified by renowned certifications, including EPDs (Environmental Product Declarations), HPDs (Health Product Declarations), NSF 140, C2C Silver (Cradle to Cradle), Green Label Plus, and Declare Label. In addition, Bentley Mills has been honored with a Silver rating by EcoVadis. EcoVadis is an internationally recognized multi-attribute ESG (Environmental, Social, and Governance) certification. These certifications highlight Bentley's commitment to sustainable practices and responsible manufacturing.</p> <p>Please see our Zip File Question 85 for all related documents. Bentley's GLP's and HPD's are password protected so we are including our link for your review:  <a href="https://www.bentleymills.com/sustainability/transparency-product-certification/">https://www.bentleymills.com/sustainability/transparency-product-certification/</a></p>
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>Not Applicable - Bentley Mills is not minority or small business</p>



87	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Bentley Mills is the only commercial carpet manufacturer west of the Mississippi. Our headquarters, manufacturing facilities, and distribution centers are located in City of Industry, California and our manufacturing facility is operationally carbon neutral and certified LEED Gold EB O+M. Our sustainability and environmental programs are second to none. Being that we operate in California, we are held to some of the most stringent sustainability requirements in the world. We proudly embrace the sustainable requirements that we are held to as it is our mission to be a responsible corporate citizen. Additionally, these standards are an opportunity to continually evaluate our manufacturing practices and to grow.</p> <p>Bentley is unique to Sourcewell members in that we have developed a performance based platform for our products to ensure lower cost of ownership and a longer life cycle for our customers. We utilize only the best raw materials in the manufacturing of our products. All Bentley products are made with Premium Branded Nylon. We do not extrude our own nylon as industry standard tests have proven that Premium Branded Nylon achieves higher performance test ratings in areas such as stain resistance, resistance to crushing and matting, long term lightfastness, etc.</p> <p>Bentley also offers LuxFelt and NexStep cushion back carpet tile as a standard offering. These two products provide Sourcewell members with:</p> <ul style="list-style-type: none"> <li>- Enhanced acoustical properties of up to 55% of absorbing sound waves emitted in a commercial space (more than twice of direct glue products)</li> <li>- Under foot to reduce employee fatigue</li> <li>- Moisture impermeable solutions to keep liquid based spills on the surface</li> <li>- Up to 50% extended wear and life of the product</li> <li>- All Bentley carpet products are PVC Free</li> </ul> <p>Finally, Bentley's Colorcast technology provides Sourcewell members the capability to easily customize their projects with only a 50 yard minimum and NO up charge. Colorcast offers Sourcewell members the opportunity to match logo/branding colors, paint chips, fabric swatches, etc. to the Pantone level.</p>
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**Table 14A: Warranty**

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

Line Item	Question	Response *
88	Do your warranties cover all products, parts, and labor?	Yes, Bentley Mills has warranties on all products. Please see attached: Question 88 - Warranties  Bentley Mills, Inc. also warrants on turnkey projects installation will be free from defects and faulty workmanship for a period of 2 years after the acceptance of the turnkey installation.
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty's do 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.  Please see file attached: Question 88 Warranties
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes - Bentley covers technicians travel time and mileage to perform warranty repairs.
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No - Bentley Mills is able to provide certified technicians throughout the United States and Canada. If there is a concern with the installation the Sourcewell member would need to contact their local representative or Bentley's Contract Administrator with any concerns and our Technical Team will be notified to assist.
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All products that are not produced by Bentley Mills would typically be passed on to the original manufacturer. Bentley Mills Technical Team would assist in providing a resolution where able.
93	What are your proposed exchange and return programs and policies?	Please see attached: Question 93 - Cancellation and Returns Policy
94	Describe any service contract options for the items included in your proposal.	Bentley Mills provides turnkey installation and project management to all Sourcewell members. Other job related services provided: project cost estimates, floor plan take offs, site coordination, scheduling, and quality management.

**Table 14B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	<p>Bentley Mills guarantees the following, all of which is noted in our warranties and specifications:</p> <p>&gt; 0.45 W/cm2, Class I, ASTM E648 Critical Radiant Flux of Floor Covering            &lt; 450 dmc, ASTM E662 Optical Density of Smoke            &lt; 3.5 kV, AATCC 134 step, Electrostatic Propensity of Carpet            &lt; 0.20% maximum change, ASTM 7570 Dimensional Stability            Tuftbind warranty            Delamination warranty</p>
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>As a carbon neutral company, Bentley Mills is actively seeking and engaging in solutions to climate change that not only reduce our impact but also restore the planet with a vision to be carbon negative by the year 2030. We are committed to addressing the intersection of climate change, economic and social inequities, and aligning with partners who understand and value this approach.</p> <p>We make our products with the finest raw materials available so the assembly of all parts culminates in products that exceed owner expectations, cost less to maintain and provide the highest return on your carpet investment possible.</p> <p>Bentley utilizes the industry comparison key performance indicators: Order accuracy rate, customer response time, PO received to acknowledgement, On-time delivery, invoice accuracy, sample delivery, Off-quality, order fulfillment as well as sustainability KPI's: Carbon Footprint Reduction and Landfill Reduction.</p>

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 97. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

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

- [Pricing](#) - Sourcewell RFP 061323 - Bentley Mills Product & Price List.pdf - Tuesday June 13, 2023 10:03:01
- [Financial Strength and Stability](#) - Financial Strength-Stability - Bentley Mills.zip - Friday June 09, 2023 16:12:34
- [Marketing Plan/Samples](#) - Question 58 - Bentley Awards List May 2023.pdf - Friday June 09, 2023 16:12:57
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information - Bentley Mills.zip - Friday June 09, 2023 16:13:25
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Bentley Mills.zip - Friday June 09, 2023 16:13:40
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents - Bentley Mills.zip - Friday June 09, 2023 16:14:03

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

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