



Solicitation Number: 061323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Forbo Flooring, Inc., dba Forbo Flooring Systems, 8 Maplewood Drive, Hazleton, PA 18202 (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

Forbo Flooring Inc.,
dba Forbo Flooring Systems

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:15 PM CDT
Date: _____

DocuSigned by:
Laura A. Kennedy
D8C56E603DAE454...
By: _____
Laura Kennedy
Title: Procurement Category Buyer
8/10/2023 | 11:03 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
8/11/2023 | 8:05 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Forbo Flooring Inc., dba Forbo Flooring Systems

Does your company conduct business under any other name? If yes, please state: Forbo Flooring Systems

Address: 8 Maplewood Dr
Hazle Township, Pennsylvania 18202

Contact: Laura Kennedy

Email: laura.kennedy@forbo.com

Phone: 570-450-0227

Fax: 570-450-0258

HST#: 22-2817062

Submission Details

Created On: Tuesday April 25, 2023 13:31:58

Submitted On: Monday June 12, 2023 13:57:27

Submitted By: Laura Kennedy

Email: laura.kennedy@forbo.com

Transaction #: 98da235f-afdc-420c-a34b-e9defb6435d7

Submitter's IP Address: 24.115.3.229

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")	Forbo Flooring, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Forbo Flooring, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Forbo Flooring Systems
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F8B6AAQF4BG7
5	Proposer Physical Address:	8 Maplewood Drive Hazleton PA 18202
6	Proposer website address (or addresses):	https://www.forbo.com/flooring/en-us/ www.forboflooringna.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):	Laura Kennedy Procurement Category Buyer 8 Maplewood Drive Hazleton PA 18202 laura.kennedy@forbo.com 570-450-0227
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura Kennedy Procurement Category Buyer 8 Maplewood Drive Hazleton PA 18202 laura.kennedy@forbo.com 570-450-0227
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Bower National Director of Institutional Markets – US eric.bower@forbo.com 631-796-9483

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>With over 150 years of experience Forbo Flooring Systems is a trusted global supplier of high-quality floor coverings such as Marmoleum, Flotex, Colorex Static Dissipative vinyl tile, Allura LVT, Eternal vinyl sheet & Coral entrance flooring. Unlike most of the industry, we are a true manufacturer. We manufacture, through our own facilities, more than 97% of our entire global product portfolio and only utilize sourcing for accessories or to build volume in a product category before investing in manufacturing. As such we have full control of our quality and our ability to service demand. In addition, it allows us to control our recycled content stream and all health and environmental performance characteristics of our products. We offer total flooring solutions, including turn key project management and installation and focus on sustainable flooring, functionality and design.</p> <p>Forbo's values:</p> <ol style="list-style-type: none"> 1. Our customers, they are at the heart of our business. 2. Our products, they are innovative, and inspire our customers to create individual environments. 3. Our employees, to empower and motivate

4. Our planet, to protect, invest and create a better environment.

Carbon Neutral resilient modular (plank and tile) flooring:

Our trademark brand is Marmoleum®, which is made from natural raw materials, including linseed oil, wood flour, pine rosin and a polyester backing. Marmoleum® contributes to a healthy and sustainable indoor environment and is CO2 neutral from Cradle to Gate without buying carbon credits. Marmoleum® is Red List Free, Phthalate free, Styrene free and PVC free. Some of the benefits include homogenous for easy repairs, excellent acoustic properties, antistatic, bacteriostatic, and an occupancy ready finish (Topshield® Pro) that is easy to maintain and allows for a 30-year systems service life when maintained correctly. We are the only manufacturer of a Modular Linoleum product in the world, with a variety of sizes including 13x13, 10x10, 20x20, 10x20, and 10x40. Forbo offers 100 percent RH adhesives, in many cases eliminating the need for moisture mitigation. Our EZ-ON 100 adhesive allows for immediate occupancy solutions.

Modular, non-synthetic PVC-free floor.

Impressa combines sustainable ingredients with state-of-the-art printing techniques for a range of authentic wood looks that are naturally free from PVC, phthalates and styrene.

Carbon Neutral Linoleum Resilient Sheet:

Forbo is known for its linoleum sheet flooring. Our trademark brand is Marmoleum®, which is made from natural raw materials, including linseed oil, wood flour, pine rosin and a jute backing. Marmoleum® contributes to a healthy and sustainable indoor environment and is CO2 neutral from Cradle to Gate without buying carbon credits. Marmoleum® is Red List Free, Phthalate free, Styrene free and PVC free. Some of the benefits include homogenous for easy repairs, excellent acoustic properties, antistatic, bacteriostatic, and an occupancy ready finish (Topshield® Pro) that is easy to maintain and allows for a 30-year systems service life, when maintained correctly. It comes in a vast array of colors and patterns, allowing customers to create unique and vibrant spaces. Forbo offers 100 percent RH adhesives, in many cases eliminating the need for moisture mitigation. Sustain 100 adhesive allows for immediate occupancy solutions.

Tackable Wall surface:

Bulletin Board is produced from natural and renewable raw materials. A combination of oxidized linseed oil, rosin and finely ground cork gives Bulletin Board its flexibility and resilience. This combination results in a product with exceptional durability & a sustainable footprint. Bulletin Board has both sound absorbing and noise reducing characteristics. Forbo Bulletin Board also has self-healing properties. Its strength and resilience make Bulletin Board the ideal material for pin boards, notice boards and all other surfaces where ideas and information are exchanged. The board material retains its grip and doesn't crumble like traditional soft boards as the pinholes close after extraction of the pins. It is also practical and hygienic as Bulletin Board does not attract dust and has bacteriostatic properties. This makes it a practical solution in classrooms and a hygienic choice in healthcare environments where 'get well' messages can be pinned behind the bed. Bulletin board comes in a variety of beautiful colors.

Hybrid Broadloom Textile:

Flotex Flocked Flooring is a completely unique textile flooring that combines the hard wearing and durable characteristics of a resilient floor with the quality, warmth and comfort of a carpet. Flotex starts with a solid vinyl, reinforced base with a densely flocked surface of nylon 6.6. fibers, that are anchored firmly into the base layer. Flotex is dimensionally stable and has the optics of a textile floor covering, while being as functional and durable as well as easy to clean as any resilient floorcovering. . Flotex is also hygienic as it has antimicrobial properties, inhibiting the growth of bacteria and allergens. Forbo Flotex comes in a wide range of designs, patterns, and colors, allowing for creative and customized flooring solutions. It can mimic the appearance of various natural materials like wood, stone, and marble, as well as offer abstract and contemporary designs. *

Hybrid Textile Planks and Tile:

Forbo Flotex Planks and Tiles are a collection that combine the benefits of Flotex's textile-like surface with the convenience and flexibility of modular flooring. This allows for easy replacement or reconfiguration as needed. Flotex features a dense pile that provides both comfort and acoustic properties. The textile backing ensures durability and resilience. Flotex offers exceptional stain resistance and is hygienic with antimicrobial properties. The modular nature of the Flotex collection provides

design flexibility, allowing for the creation of unique patterns, color combinations, and floor layouts. It is ideally suited for commercial use and public spaces, such as classrooms, dining facilities, locker rooms, media centers, libraries, student housing, retail environments, conference areas, administrative and guidance offices to name a few.

LVT modular (tile and plank)

The Allura all-in-one collection is a beautiful, high performing Luxury Vinyl Tile. This collection is extensive and available in a variety of formats, including Dryback, Flex and Puzzle constructions. Depending on the subfloor, the amount of traffic and the type of traffic - you can still choose a design that can be applied everywhere. Allura is one of the only LVT collections that has visuals and dimensions of planks that mirror natural hardwood, depending on species. Allura LVT is offered in 22 mil and 39 mil wear layers. Forbo sources all of its raw materials, ensuring that all of our vinyl products are phthalate free including the recycled content.

Acoustic Flooring

The balanced offer of the Allura Decibel collection combines beautiful floor design and very good acoustic noise reduction (19 dB) with excellent product properties. This makes the luxury vinyl tiles highly suitable for use in any demanding application where acoustic properties are as important as product performance.

Static Dissipative Resilient (Tile and Sheet)

Colorex, solid vinyl tile, is an advanced technical flooring system specifically designed to control static discharge in sensitive areas such as S.T.E.M. labs, cleanrooms, emergency operation centers, server rooms, operating theatres and the electronics industry. Not only does Colorex provide an advanced technical solution, it is also aesthetically pleasing. Colorex is a no wax, high performing, durable, repairable material that will enhance any commercial application with electrostatic dissipative requirements.

Sphera SD/EC collection is Forbo's homogeneous vinyl flooring with conductive properties in sheet format. The collection is specifically designed to control static discharges and particles in the most sensitive environments, such as pharmaceutical, cleanrooms, and healthcare facilities. Sphera SD ensures the highest hygienic properties and provides permanent ESD control. Sphera is a no-wax SD/EC sheeting vinyl, and like all Forbo's Vinyl products, it is phthalate-free.

Entry Systems and Mats:

Coral Brush and Duo walk-off systems can be used in all types of entrance areas. Coral is available in both sheet and tile formats and is an ideal solution when you need entrance flooring that can simultaneously absorb moisture and remove dry soiling. Its unique construction consists of three types of yarn, each offering a different benefit. Capillary yarns with their large surface area, absorb moisture; active scraping yarns help to brush the soil from shoes and heavy duty textured yarns help retain its good looks, providing the resilience needed to withstand heavy pedestrian and wheeled traffic. Coral mats have the capacity to hide a lot of dirt from view. Protect your building by stopping up to 95% of walked in dirt and moisture, our Coral entrance floors can prolong the life of your floor as well as greatly reduce cleaning costs and the risk for slipping. For over 50 years, Coral offers you the best flooring solution for your entrance areas.

Resilient Vinyl Sheet:

Forbo's Vinyl Sheet products are available in a wide range of wood, stone, metal and glass designs that are suitable for professional environments in healthcare, schools, office and retail. Forbo Eternal and Eternal SR products are durable, high quality, easy to clean and maintain. Eternal vinyl has authentic designs that display the material in its true shape with depth and a three dimensional effect. This results in attractive flooring with a natural feel. Eternal can be used wherever people work, learn, play or go about their daily business. Eternal SR (slip resistance) vinyl is a good choice when consideration focuses on creating safe working, living and public environments. Forbo sources all of its raw materials, ensuring that all of our vinyl products are phthalate free including the recycled content.

Accessories:

Forbo offers a wide assortment of installation, cleaning and maintenance accessories.

11	What levels of service (material only, turnkey, other) are being proposed?	Forbo will provide either material only or full turnkey service through our Construction Services Division as requested by any Sourcewell participating entity. Forbo provides both installation and floorcare training programs at no cost to all Sourcewell participating entities in an effort to provide a properly installed floor that is easily maintained correctly through our Product Support Division. Forbo also provides optional product knowledge sessions both in-person and/or through virtual presentations utilizing Microsoft Teams at no charge.	*
12	Does the response include installation services?	Yes, Forbo will provide full installation services for our products through our Construction Services Division as requested by any Sourcewell participating entity.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	The detail of installation services is fully outlined in questions 14-16.	
14	How does the Participating Entity select an installer?	Forbo assists in the selection of installers with the participating entity based on their history of successful installations on Forbo projects as well as their geographic proximity to the location of the project. If the participating entity has a business relationship with a local installation firm, we will work with that firm to ensure that the project gets properly installed.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Licensing based on local requirements is verified. Forbo Construction Services management also holds licenses in states where required. Forbo provides pre-project reviews of the specific conditions and requirements for a given project with installers to ensure they have all of the necessary information to complete the specific project.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Forbo Flooring has a standard contract that we use for each individual project. This contract has been uploaded with this response under the additional items section.	*

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, LVP, Sheet Vinyl, Slip Resistant Sheet, Vinyl Tile, ESD and Cleanroom sheet & tile, 100% Biobased Linoleum sheet, 100% Biobased Linoleum Modular tile, Acoustic sheet & tile, Entrance flooring sheet & tile, Flotex Textile waterproof sheet & tile
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
23	Rubber	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of sheet and tile resilient vinyl products
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flotex, hybrid broadloom, waterproof textile sheet material
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flotex, hybrid modular, waterproof textile material
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flotex hybrid, waterproof textile sheet and modular
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	Coral Entrance sheet, tile and mats
30	Rugs	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
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	Adhesives for all Forbo products. EZ-Vation flooring products such as ArmorCove prefabricated flash-cove, ETU easy seam product, 100% rh adhesives, floorcare cleaners and restoratives.
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	Forbo offers installation and turn key project management.

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	d. other than what the Proposer typically offers (please describe).	Forbo is offering a substantial discount (30%) to all Sourcewell participating entities. Price List attached displaying list price and discounted participating entity price.

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.	The Forbo pricing model is a 30% discount off list price for every line item on the contract and is not to exceed pricing. The attached price list shows the list price for each line item and the Sourcewell participating entity price. See attached price list.
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?	Forbo will use it's standard installation rates for any projects that are a standard installation. If the installation becomes a custom installation such as patterns, border and water jetting the projects will be quoted on a job by job bases. Any prevailing wage or Union project will need to be quoted on a job by job basis. A complete installation services price list is attached.
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.	The Sourcewell price is based on a 30% discount off of list price for all line items.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Forbo will consider quantity or volume discounts for any Sourcewell participating entity. This will be based on the size of the opportunity and reviewed with Forbo management. The participating entity will need to contact the local Forbo representative to inquire about additional discounted pricing.
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.	Forbo has the ability and may supply a quote for any requests for open market products that are needed to be sourced for a project.
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.	Additional charges associated with a purchase that are not directly identified as freight or shipping charges are: <ul style="list-style-type: none"> •Weld rod cutting charge •Slitting charge (for roll goods cut on the width) •Special handling fee (for expediting the processing of purchase orders) •Taxes, where applicable •Installation / labor (CM contracts) •Construction Management fees (CM contracts)
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.	Standard shipments originating from and delivering within the contiguous US & Canada are shipped FOB destination, freight prepaid according to the Uniform Commercial Code, §2-319 A 1.8% of total invoice freight and handling charge will be applied to all orders. Air shipments originating from outside of North America into the U.S. or Canada are shipped DDP, Freight Prepaid & Added, according to Incoterms 2010. Expedited transit charges are additional and will be added to the invoice. Please contact Forbo Customer Service if a freight quote is necessary. Carrier Accessorial Charges will be added to the invoice, depending on the customer's delivery requirements. These charges include: Liftgate/pallet jack, call ahead, delivery appointment, jobsite delivery, inside delivery, limited access, and delivery to a residential location.

41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Standard shipments originating from the US & Canada and delivering to Alaska, Hawaii or other offshore delivery are shipped FOB destination, Freight Prepaid and Added, according to the Uniform Commercial Code, §2-319. Please contact Forbo Customer Service for a freight quote.</p> <p>Air shipments originating from outside of North America and shipping into Alaska, Hawaii or other offshore delivery are shipped DDP, Freight Prepaid & Added, according to Incoterms 2010. Please contact Forbo Customer Service for a freight quote. Expedited transit charges are additional and will be added to the invoice. Please contact Forbo Customer Service for a freight quote if expediting shipping is necessary.</p> <p>Carrier Accessorial Charges will be added to the invoice, depending on the customer's delivery requirements. These charges include: Liftgate/pallet jack, call ahead, delivery appointment, jobsite delivery, inside delivery, limited access, and delivery to a residential location.</p>	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In certain geographic areas, Forbo's vinyl products are sold through distribution. Sourcewell pricing will be honored through our distributors for any and all Sourcewell purchases.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Credit applications will be processed within 48 hours of receipt of 2 part verification. Terms will be determined after all relevant information has been received and reviewed. We do not ship orders C.O.D. Upon credit approval, our standard payment terms are 2% 20, Net 30 days. Cash discount is applicable to the net value of the invoice only. To earn cash discounts, payments must be received by the actual discount due date. References to "days" mean calendar days. We accept Visa, MasterCard, American Express, Money Orders, and Certified Checks. When paying with a credit card, cash discounts will not be given.	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We currently do not have leasing or financing options available.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Forbo has a complete welcome pack that will go to each new participating entity. Included in the welcome pack is our credit application, terms and conditions, and a customer agreement form.	*
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, we accept the P-card. There are no additional fees associated with this method of payment.	*

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.	All purchase orders placed by Forbo's flooring dealers or distributors and direct purchase orders from Sourcewell participating entities that refer to the Sourcewell agreement number are tracked in our order entry system. This enables us to report all subsequent sales under the contract and calculate the administrative fee for remittance.
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.	All purchases made via contracts are tracked and visible within our internal CRM system to measure both the value and volume of material being sold. Our CRM system allows us to track and monitor project and order activity throughout the sales process. All Forbo sales executives are trained and assigned access to the CRM system in order to also track individual sales performance by territory.
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.)	Forbo will offer 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.	Forbo was founded in 1928 as the Continental Linoleum Union and was renamed Forbo in 1974 when the company became publicly traded. Several of our production sites have been in continuous production for over 100 years, one for over 150 years. Forbo's core values have been tied to the triple bottom line in a structural way since the issuance of the Brundtland report in 1987 tying the sustainability of our business to the embrace of sustainability, not for marketing purposes, but as sound business principles. Forbo started doing business in the USA in 1974. Our business philosophy is to bring the best performing flooring solutions to our customers in the specific segments where we bring value, the largest of which are education and healthcare. Philosophically, unlike most of the industry, we are a true manufacturer. We manufacture, through our own facilities, more than 97% of our entire global product portfolio and only utilize sourcing for accessories or to build volume in a product category before investing in manufacturing. As such, we have full control of our quality and our ability to service demand. In addition, it allows us to control our recycled content stream and all health and environmental performance characteristics of our products.
51	What are your company's expectations in the event of an award?	Forbo's highest expectation is to become a trusted partner for Sourcewell and their participating entities. In doing so, we expect to grow our overall business and increase usage of the contract. We expect to bring awareness of the Sourcewell contract to existing customers who purchase our products. We have had multiple requests from across North America to purchase our products utilizing a contract and we believe this will increase new opportunities for both Forbo and Sourcewell. We will require our entire sales organization to promote the Sourcewell/Forbo relationship in all sales territories.
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.	Forbo is a very financially sound company and is publicly traded on the Swiss Exchange (see attached annual report 2022 and financial only report). Historically, the company performs at a roughly 15% Return on Sales level and has almost no debt, however 2022 results were not as strong as historical levels as we put our financial strength to work during the supply chain crisis to ensure our customers could count on us for delivery of first quality materials in the most timely fashion possible. No production shifts were missed during the crisis due to any raw material shortage, as we have the financial strength to pay what was necessary to meet our service commitments.

53	What is your US market share for the solutions that you are proposing?	Market share can be measured to two ways. One by product category and the other by market segment. In terms of market segment in our two largest segments we have an approximately 8% share of the education market and an 11% share of the healthcare market. In terms of product segment, in our core product segments of Marmoleum (linoleum) and Flotex we have a 96% and 100% share respectively as these are unique products that we bring to the market. In the product segments of Heterogenous, Homogenous, and LVT, in the US we have a small market share of around 1%, however, globally we are the largest "own branded" commercial PVC flooring supplier in the world.	*
54	What is your Canadian market share for the solutions that you are proposing?	In terms of market segment in our two largest segments we have an approximately 24% share of the education market and a 30% share of the healthcare market. In terms of product segment, in our core product segments of Marmoleum (linoleum) and Flotex we have a 93% and 100% share respectively as these are unique products bring to market. In the product segments of Heterogenous, Homogenous, and LVT, in the US we have a small market share of around 3%, however, globally we are the largest "own branded" commercial PVC flooring supplier in the world.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Forbo Flooring Systems is a global manufacturer of premium commercial and residential floor coverings. With an extensive and attractive range of environmentally friendly linoleum, high-quality vinyl flooring, entrance flooring systems for cleaning and drying shoes, carpet tiles, needlefelt floor coverings and Flotex – the washable textile flooring – as well as building and construction adhesives, we play a key role in shaping how people experience an environment. In North America, Forbo directly employs 100 sales representatives and 12 technical representatives who provide product, installation and floorcare support. We also directly employ 18 customer service representatives providing direct customer support. We have over 4,700 flooring dealers/contractors with active accounts.	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

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>Eco friendly labels & certification</p> <p>In line with our sustainability strategy, we use various transparent certification systems from independent third parties worldwide to have our floor coverings regularly checked and evaluated.</p> <p>This is positive for Forbo Flooring Systems, because it helps us to draw attention to our sustainability strategy and identify opportunities for improvement. On the other hand, it's also a confirmation to our customers, because these eco-labels prove that environmental experts are also convinced that our floor coverings are among the most sustainable and powerful on the market.</p> <ul style="list-style-type: none"> • RED list free – The International Living Future Institute (ILFI) has developed the a red list of chemicals that may not be included in materials, due to health concerns, used in construction that seeks to meet the criteria of the Living Building Challenge (LBC). • UL certified Environmental Product Declaration (EPD) – All Forbo flooring products have received an EPD, which is an independently verified document that provides transparent and credible information about the environmental impacts of a product. • USDA BioPreferred - 100% biobased label, is used by the US government purchasing, based on the BioPreferred • The Health Product Declaration (HPD) – All Forbo flooring products have provide transparent, accurate, reliable and consistent reporting for the disclosure of product contents and associated human and environmental health information. This is based on the GreenScreen® method. • Red Dot Design Award: In 2021, Forbo won the prestigious Red Dot Design Award for its Marmoleum Marbled collection. This award recognizes Forbo's commitment to innovative design and high-quality products. • Good Design Award: In 2019, Forbo received the Good Design Award for its Flotex Planks collection. The award recognizes excellence in design and innovation. • Green Good Design Award: Forbo's Marmoleum flooring products were awarded the Green Good Design Award in 2018. This award recognizes products that are environmentally friendly and promote sustainability. • Der Blaue Engel • Good Environmental Choice Australia (GECA) • UK Allergy seal • Nordic Swan Ecolabel • Natureplus • Österreichisches Umweltzeichen <p>These awards and recognition demonstrate Forbo's commitment to innovation, sustainability, and excellence in design and product performance.</p>
59	What percentage of your sales are to the governmental sector in the past three years?	Approximately 6% of our Institutional Sales Team's sales have been in the government sector. In addition to the government and education sectors, we are also focused in the healthcare, senior care, multi-unit housing and industrial sectors.
60	What percentage of your sales are to the education sector in the past three years?	Approximately 45% of our Institutional Sales Team's sales have been in the education sector. In addition to the education and government sectors, we are also focused in the healthcare, senior care, multi-unit housing and industrial sectors.
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?	Premier GPO: \$6,862,748.95 for years 2020, 2021, 2022 Vizient GPO: \$1,951,069.74 for years 2020, 2021, 2022 PA COSTARS BuyBoard NJSTART
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?	GSA We do not hold any other SOSA agreements.

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 *	
Troy School District	Education	Michigan - MI	Provided flooring for multiple public schools in Troy SD	various	\$650,000	*
University of PA	Education	Pennsylvania - PA	Provided flooring for classroom, corridor, office, admin and student housing projects	various	\$600,000	*
Kaiser Permanente	Non-Profit	California - CA	Provided flooring in all 5 KP regions across the us in both acute and ambulatory medical facilities.	various	\$3,000,000	*
Denton Independent School District	Education	Texas - TX	Provided flooring in multiple schools throughout the district for classrooms, corridors, cafeterias, etc..	various	\$1,000,000	*
TX Health & Human Services	Government	Texas - TX	Provided flooring for both renovation and new construction projects in this health system.	various	\$1,100,000	*

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 *	
New York State Office of Mental Health (see attached folder "Testimonial Letters")	Michol Merriman	(518)549-5154	*
Amherst Central School District (see attached folder "Testimonial Letters")	Mark Rampado	(716) 836-2537	*
University at Buffalo (see attached folder "Testimonial Letters")	Ronald Van Splunder	(716) 645-2612	*
NY Office for People With Developmental Disabilities (see attached folder "Testimonial Letters")	Max Gerstenberger	(518) 554-8115	

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.	Forbo Flooring has 100 sales representatives that are direct employees of the company servicing the United States (78 reps) and Canada (22 reps). 70% of our sales representatives have been with the company for at least 10 years.	*
66	Service force.	Forbo Flooring's service force is based in our technical department. We refer to this group as our Product Support and Education Division (PSE). It is comprised of 12 technical reps providing product, installation and floor care support along with 18 customer service representatives in the US & Canada.	*
67	Dealer network or other distribution methods.	Forbo Flooring's dealer network is comprised of 3,609 dealers in the US and 1,114 in Canada. These dealers provide the installation of our materials in the event that the Sourcewell participating entity chooses this method. Forbo also provides installation services as part of our Sourcewell offering.	*

68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	Through Forbo's 360 sales process, we ensure a properly installed floor, at a fair price, and maintained correctly. The Forbo Sales and Product Support Teams are involved in the entire process to ensure we build a relationship, not just sell a floor. The Sourcewell member may place a purchase order directly with Forbo or through an established Forbo dealer or distributor. The purchase order to Forbo must reflect the Sourcewell agreement number to ensure Sourcewell pricing is applied and the purchase is tracked in accordance with the contract. Orders are entered and acknowledged within 24 hours of receipt, and shipped in accordance with the member's required delivery date wherever possible. If no date is provided, orders are shipped as soon as material becomes available. If we are unable to meet the required delivery date, the order confirmation will reflect our best shipping date.	*
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Forbo is the manufacturer and distributor of its own goods and services in the United States and Canada. We have established relationships with flooring dealers, who may act as either primary contractor or sub-contractor. We also maintain relationships with select distributors for certain products. In specific cases, Forbo acts as primary contractor for materials and labor with the enduser.	
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.	Our Customer Service team is available for direct or electronic support Monday-Friday, 8am - 8pm EST. Orders are accepted via email at orders.na@forbo.com. Orders are entered within 24 hours of receipt. Forbo offers an online B2B ordering portal called ForbOnline where registered buying customers can place and track orders and check availability, 24 hours a day, 7 days a week. Registered customers may also pay for their orders by credit or purchasing card on the portal. Training is provided by our Customer Service team.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Forbo is committed to providing our products and services to all Sourcewell participating entities in the United States, unless restricted by distribution agreements in place. Forbo has 4 warehouse/distribution centers across North America to service all 50 states. Forbo offers an online B2B ordering portal called ForbOnline where registered buying customers can place and track orders and check availability, 24 hours a day, 7 days a week. Registered customers may also pay for their orders by credit or purchasing card on the portal. Training is provided by our Customer Service team.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Forbo is committed to providing our products and services to all Sourcewell participating entities in Canada, unless restricted by distribution agreements in place. Forbo has 4 warehouse/distribution centers across North America to service all Canadian provinces. Forbo offers an online B2B ordering portal called ForbOnline where registered buying customers can place and track orders and check availability, 24 hours a day, 7 days a week. Registered customers may also pay for their orders by credit or purchasing card on the portal. Training is provided by our Customer Service team.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Forbo is committed to providing our products and services to all Sourcewell participating entities, including nonprofit agencies, unless restricted by distribution agreements in place.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States or Canada that Forbo will not fully service as part of the contract. We have sales and technical representation in all 50 states and all Canadian Provinces.	*
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?	There are no Sourcewell participating entity sectors that Forbo will not fully service. Forbo has thorough coverage throughout North America.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Forbo has sales representatives servicing Hawaii, Alaska and US territories however additional shipping fees may apply.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Sales and Product Support Teams will fully support the relationships of the Sourcewell participating entities by providing pertinent technical and product information. We will empower our Sales and Product Support Teams with the benefits of being awarded the Sourcewell Contract. We will provide training for each Sales Executive and Product Support team member on these benefits. Our core segments are Education and Healthcare and our Sales Team is focused on marketing and promoting to these segments. Forbo attends a large number of National, Regional and State tradeshows focused on the Education Market. As we move forward, all new banners focused on the Education Segment will incorporate the Sourcewell logo. Forbo has segmented literature that will contain the Sourcewell logo as it pertains to the Education and Government sectors. We have attached examples of a brochure and Tradeshow banner targeted to the Education market. If successfully awarded this contract, Forbo will engage in an email campaign to all participating entities, providing them with valuable information regarding our Flooring solutions. Forbo's website will allow the participating entities to have product information at their fingertips. They can download brochures, search products and even create their own room scene with Forbo Flooring options. We have included two sell sheets with the Sourcewell logo targeted at our Education segmented selling as well as an example of a tradeshow banner. We have included an example of our website that shows a tab will be added to our contract page, if awarded. Finally, Forbo will incorporate Sourcewell in our our education and government focused Social media blasts, when applicable.
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Forbo will engage in Social Media campaigns via Facebook, Instagram, Twitter and LinkedIn to promote the Sourcewell Contract. Our Sales Team can actively engage directly with participating entities on the social media platforms as well and reach possible new clients for Sourcewell. Our website shows all of our patterns, colors and styles available for all product categories. We have downloadable brochures and technical information. All sustainable documentation is available via download on our website as well. In addition to our website, Forbo offers a digital portal for Participating entities to include specific product and information tailored to their individual requirements.
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?	Sourcewell's role is to make all participating entities aware of the ability to purchase Forbo products by utilizing the contract. Forbo will promote the Sourcewell logo on it's social media, website and marketing materials.
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.	Forbo offers an online B2B ordering portal called ForbOnline where registered buying customers can place and track orders and check availability, 24 hours a day, 7 days a week. Registered customers may also pay for their orders by credit or purchasing card on the portal. Training is provided by our Customer Service team.

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.	Forbo provides on demand virtual product information sessions for all stakeholders on projects. The sessions can range from new product innovations, to installation reviews, to floor care reviews for maintenance personnel. These sessions are free to all parties and with the virtual means, can be done on-demand so there is no wait time for arranging travel. Sessions can be scheduled at the client's convenience and can be repeated as necessary to reinforce learning. Forbo offers a no cost personalized web based portal to all of our customers with technical information and resources. Forbo also offers all marketing brochures, technical data, performance specifications, warranties, maintenance and installation instructions on our website at www.forboflooringna.com .

82	Describe any technological advances that your proposed products or services offer.	<p>Forbo provides on demand virtual product information sessions for all stakeholders on projects. The sessions can range from new product innovations, to installation reviews, to floor care reviews for maintenance personnel. These sessions are free to all parties and with the virtual means, can be done on-demand so there is no wait time for arranging travel. Sessions can be scheduled at the client's convenience and can be repeated as necessary to reinforce learning.</p> <p>Forbo flooring product innovations address installation, floor care and overall productivity in the flooring industry. These innovations provide for a properly installed floor, at a fair price, and maintained correctly.</p> <ul style="list-style-type: none"> • Provide immediate-on occupancy on Marmoleum Sheet and Tile installations reducing installation downtime. • Make the existing labor more efficient by simplifying labor skills required for adhesive systems and complex items such as self-coving of Marmoleum, which helps to eliminate cracked and punctured coving problems, • Paste welding of Marmoleum sheet for hygienic areas. • Eliminate moisture mitigation costs for Marmoleum sheet and tile, as well as provide high tolerance moisture adhesive across the entire Forbo Flooring line. • Provide hygienic, watertight floors across our flooring portfolio • Assist in the prevention of infection control concerns through installation and maintenance of the Forbo flooring portfolio • Ease of installation with Flotex modular and plank products. • Increase long term flooring performance through Forbo 360 program 	*
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.	<ul style="list-style-type: none"> • Please see attached Environmental Brochure and most recent Sustainability Report • Average carbon emission per square meter product decreased by 70% from 2004-2021. • Overall, 23% of our flooring is made up of recycled materials by weight, with some individual products with as much as 89% recycled materials. • All product categories offer 100% safe & traceable raw materials. • 47 flooring ranges with independently reviewed Environmental Product Declarations (EPD). • All EPDs have human health impact and eco-toxicity declarations. • Over 10 years of annual sustainability reporting in adherence with Global Reporting Initiative (GRI) guidelines. • Textile recycling through CARE 	*
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 Forbo floors help create safe indoor environments, by offering wayfinding, preventing accidents, and avoiding negative health effects.</p> <ul style="list-style-type: none"> • Forbo offers hygienic flooring solutions designed to be easy to clean, help prevent allergies, control bacteria, and prevent dust and dirt from coming into the building. • Forbo floors support well-being by creating atmosphere, contributing to the acoustic quality, making people feel relaxed and comfortable or vibrant and energetic. • Forbo Flooring offers solutions to help improve communication, block unwanted sounds, and lower overhead noise. • Traceable raw materials that are 100% safe. • Forbo supports improved daylighting and the ability to help define boundaries for the visually impaired and users with learning and social disabilities by providing Light Reflectance values for all Forbo product colors. • Forbo Textile and Forbo resilient products can be installed together without the need for transitions, to help improve the mobility of the building users. 	
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.	<ul style="list-style-type: none"> • Please see attached Environmental Brochure and most recent Sustainability Report • Third party Emissions Testing • Environmental Product Declarations (EPD) • SA 8000 Social Accountability • Health Product Declarations (HPD) • ILIF Declare Labels including Red List Free products • See attached Forbo Flooring LEEDv4 compliance information. <p>(See attached "Sustainability" folder)</p>	*
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, 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>Forbo Flooring is not classified as minority, women, veteran owned business enterprise or as a small business entity. Forbo does seek to work with women owned, minority, small business, disabled veterans, and native American owned businesses through our supply chain, dealer and installation channels.</p>	*

87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Forbo focuses specifically on providing the best flooring solutions in defined market segments. They are education, healthcare, industrial (electronics manufacturing, pharmaceutical, etc.), senior care, multi-unit housing, public space (airports, convention centers), and owner occupied retail. In addition, we support these defined segments with the necessary services to ensure the promised performance of our products is realized. These can range from providing installation services to ongoing floor care support after the sale through our AfterCare team. As a true manufacturer, we are able to control our quality from start to finish and do it in the most responsible and sustainable method possible. In addition, we are a "single formulation" company, meaning that we do NOT have multiple recipes for our products that vary with the fluctuation in raw material prices. Our ambition is to be your trusted partner.
----	--	---

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, all products, and parts are covered under Forbo's standard warranty. (See attached) Labor is covered if installed by Forbo Construction Services Division. (see attached)
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached Warranty document.
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover the expense of the technician's travel time and mileage to perform warranty repairs if the Forbo product is declared defective.
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, there are no geographic regions in the US or Canada that Forbo is unable to perform warranty repairs.
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?	No, warranties for non Forbo products will be warranted by the other manufacturer.
93	What are your proposed exchange and return programs and policies?	For returns, the customer must call Forbo's Customer Service within 30 days of invoice date to request a Return Authorization. The request will be approved or denied within 48 hours. Once issued, Return Authorizations are valid for up to 30 days after the date called. Returns without an authorization number will be refused. All returns must be in full cartons and full rolls; cut materials and special orders are non-returnable. You may be subject to a 25% restocking fee. All freight on returns must be prepaid. All returns must be packaged according to the specific instructions as listed on the Return Shipment Instructions. Refusal of material without proper authorization will be billed to your account at a minimum of 35% restocking fee plus outbound and return freight.
94	Describe any service contract options for the items included in your proposal.	Forbo does not offer any service contract options at this time.

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	All Forbo Flooring System products meet all applicable standards covering Fire, Safety, Performance, and Sustainability. Please see attached warranties for all submitted products. All Forbo Flooring products meet or exceed ASTM standards for resilient flooring.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The Forbo Sales process ensures that our trusted partners receive a properly installed floor, at a fair price, and maintained correctly. We refer to this as our Forbo 360 service standard. We offer and provide free of charge test floors to set a standard of quality within a customer's facility.

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](#) - Price lists.zip - Friday June 09, 2023 11:52:54
- [Financial Strength and Stability](#) - Forbo Annual Report.pdf - Thursday June 01, 2023 09:57:51
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 06, 2023 15:00:38
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Forbo Warranty Documents.zip - Thursday June 01, 2023 20:16:52
- [Standard Transaction Document Samples](#) - Credit and Transaction info.zip - Tuesday June 06, 2023 15:07:12
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional information.zip - Thursday June 08, 2023 08:55:17

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. - Laura Kennedy, Procurement Category Buyer, Forbo Flooring, Inc.

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

Yes No

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

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

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