



**Solicitation Number: RFP#080819**

**CONTRACT**

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

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

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

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

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

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

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

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

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

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

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

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



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

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

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

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

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

**Sourcwell**

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

**Bentley Mills Inc.**

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

**Approved:**

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

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

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## Vendor Details

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

## Submission Details

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

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## Specifications

### Proposer Identity & Authorized Representatives

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

### Company Information and Financial Strength

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

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

### Industry Recognition & Marketplace Success

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

### References/Testimonials

Line Item 23.

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

**Top Five Government or Education Customers**

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

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

## Ability to Sell and Deliver Service Nationwide

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

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

**Marketing Plan**

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

## Value-Added Attributes

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

## Warranty

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

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

## Payment Terms and Financing Options

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

**Pricing and Delivery**

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

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

**Pricing Offered**

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



**Audit and Administrative Fee**

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

**Industry Specific Questions**

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

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Financial Question 10 - BALTA\_GROUP\_ANNUAL\_REPORT\_2018-ENG a.zip - Thursday August 08, 2019 14:34:19
  - [Marketing Plan/Samples](#) - Marketing Question 32 Bentley Fast Track Brochure.zip - Thursday August 08, 2019 14:34:59
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Question 43 and 48 - LVT Elements I and II Collection Warranty.zip - Thursday August 08, 2019 14:36:08
  - [Pricing](#) - Pricing - Sourcewell RFP 080819 - Bentley Mills Product and Price List.pdf - Thursday August 08, 2019 14:39:16
  - [Additional Document](#) - Value Add Question 37-38-39-41 and Redlined T-C - Awards.zip - Thursday August 08, 2019 15:12:51

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

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

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

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

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

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

Yes  No

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

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

**AMENDMENT  
TO  
CONTRACT # 080819-BPS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Bentley Mills, Inc.** (Bentley Mills).

Sourcewell awarded a contract to Bentley Mills to provide Flooring Materials, with Related Supplies and Services, to Sourcewell and its Participating Entities, effective October 14, 2019, through October 11, 2023 (Contract).

Vendor has requested additional detail regarding its ordering process.

As of the date of the last signature below, the Contract will be amended to add the following:

Bentley Mills offers a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material / Turnkey orders. The process for each of these is as follows:

**Material Only Orders**

- Customer emails Bentley Mills with order request listing: Customer Information, Bill to address, Job name, Bentley Products, and Adhesive.
- Bentley Mills - creates a quote and sends it to the customer / end-user for review
- If the customer accepts the proposal, the customer will need to issue formal purchase order back to Bentley Mills.
- Bentley Mills - processes the order and emails customer with stock/backorder information, along with an order confirmation.
- Material is shipped to the customer.
- Bentley Mills - Customer is invoiced and pays Bentley Mills per the invoice.

**Turnkey Orders**

- Customer emails Bentley Mills with order request listing: Customer Information, Bill to address, Job name, Bentley Products, Adhesive. The Installation vendor can send this information to Bentley as well if they are working directly with the customer.
- Installation Vendor provides labor quote and quantities of materials needed.
- Bentley Mills - creates a turnkey proposal and sends to the Customer / End-user
- If the customer accepts the proposal, the customer will need to issue a formal purchase order back to Bentley Mills.
- Bentley Mills - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation.
- Material is shipped out to the installation vendor or customer. (Depends on storage at the job site)
- Bentley Mills - Installation Agreement and Project Completion forms are sent to the installation vendor

- When the job is completed, installation vendor provides Bentley Mills with the signed Project Completion form. Bentley pays the installation vendor per the Installation Agreement for work performed.
- Bentley Mills then invoices the customer for material and labor as agreed upon and pays Bentley Mills.

**Dealer Material and Labor If Needed**

- The dealer sends the customer proposal for material and labor services (if needed).
- The dealer sends Bentley Mills a PO for "material only" (This is for reporting to Sourcewell)
- Dealer must sign a Dealer Participation Agreement. If one is not on file, Bentley Mills work with the Dealer to set up.
- Bentley will invoice the dealer directly for materials
  - **Dealer PO must have the following information to process purchase order:**
  - Sourcewell Member number and Member name
  - Bentley Mills Contract # 080819-BPS
- Bentley Mills - processes the order and emails Dealer with stock/backorder information, along with an order confirmation.
- Material is shipped to the Dealer
- Bentley Mills - Dealer is invoiced and pays Bentley Mills per the invoice

All orders received by an Authorized Dealer must have the Sourcewell Member Number and Bentley's Contract Number on their Purchase Order. Bentley's Customer Care enters this information into our system at time of order entry, which is tracked, managed and reported for the fee payment approval process

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

**Sourcewell**

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz Director of Operations/CPO  
Date: 1/27/2023 | 7:13 PM CST

**Bentley Mills, Inc.**

DocuSigned by:  
*Jay W. Brown*  
By: \_\_\_\_\_  
41ABB054FA88424...  
Jay W. Brown, President and COO  
Date: 1/27/2023 | 5:10 PM CST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: \_\_\_\_\_  
7E42B8F817A64CC...  
Chad Coauette, Executive Director/CEO  
Date: 1/27/2023 | 8:07 PM CST