

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Interface Americas Inc.**, 1503 Orchard Hill Road, LaGrange, GA 30240 (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 covered by Vendor's standard limited product warranty in effected at the time of Sourcewell's or its Member's purchase order. 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. Notwithstanding the foregoing the purchase prices of the Equipment Products or Services sold hereunder are materials only Ex Works place of manufacture (Incoterms 2010) and include standard packaging. Other costs pre-paid by Vendor on a Member's behalf including but not limited to applicable federal state and local sales use excise ad valorem and other taxes duties and fees freight and insurance will be listed on quotes and also invoices as separate line items.

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 subject to Vendor's Cancellation and Return Policy included in Attachment A. 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 Sourcewell 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.

Notwithstanding anything to the contrary the following terms shall apply to all such purchase orders:

- Subject to approval by Vendor's credit department.
- In the event such approval is not received terms of payment for sales to Member are cash before delivery. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required InterfaceSERVICES and local dealers may invoice separately for the flooring materials.

- Member's orders for Products or Services are subject to acceptance by Vendor at its office as Vendor may hereafter designate. Vendor will confirm its acceptance by issuing a written confirmation or order acknowledgment. Any change to or cancellation of any order must be approved in advance by Vendor.

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.** Vendor may be requested by Members to 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 Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell the Vendor will pay an administrative fee equal to two percent (2%) to Sourcewell on all Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total invoiced sales (net of returns or refunds including rejections and cancellations) of all Equipment and Products purchased by Members under this Contract during the prior calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date or otherwise at the Contract's expiration the administrative fee payment will be due no more than forty-five (45) days from later of the cancellation date or completion of the final acknowledged Order.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out



of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcwell 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 Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Members by any person on account of the use of any Equipment or Products by Sourcwell 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 related to this Contract must be approved by Sourcwell. Materials should be sent to the Sourcwell 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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, and only to the extent applicable, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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

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

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

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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



certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this



Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

## 24. CANCELLATION

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

Sourcewell

DocuSigned by:

By: Jeremy Schwartz  
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations &  
Procurement/CPO

Date: 10/8/2019 | 3:41 PM CDT

Interface Americas Inc.

DocuSigned by:

By: Natalie Poteran  
145CB1ACBCB7403...

Natalie Poteran

Title: VP of Finance

Date: 10/9/2019 | 8:01 AM CDT

Approved:

DocuSigned by:

By: Chad Coauette  
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/8/2019 | 3:21 PM CDT

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

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## Vendor Details

Company Name:	Interface Americas, Inc.
Address:	1503 Orchard Hill Road LaGrange, GA 30240
Contact:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Phone:	706-812-6356
HST#:	582132517

## Submission Details

Created On:	Friday June 14, 2019 14:19:25
Submitted On:	Thursday August 08, 2019 14:17:26
Submitted By:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Transaction #:	1ec39d0a-02d8-4792-8736-b77bfd72fa38
Submitter's IP Address:	204.238.192.32

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Interface Americas, Inc. (and its subsidiaries)
2	Proposer Address:	1503 Orchard Hill Road LaGrange, GA 30240
3	Proposer website address:	www.interface.com/US/en-US/homepage
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):	Natalie Poteran, VP of Finance 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Johnson, Contract Procurement Manager 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Sharon.Johnson@Interface.com; Contracts.Group@Interface.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Teresa Johnston, Contract Procurement Administrator 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6283 E: Teresa.Johnston@Interface.com; Contracts.Group@Interface.com

### 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.	<p>Interface has been in business for 46 years. Founded in 1973, by Ray C Anderson, Interface was the first U.S. manufacturer of modular carpet tile. Our journey started in 1994 with a bold vision, Mission Zero™ – towards a business focused on sustainability, using a cyclical model mimicking nature. By 2020 we're aiming to be at zero negative impact with our products, factories, and suppliers; we're getting close and proving it's possible.</p> <p>Currently, all of our manufacturing facilities operate on 100% renewable electricity, and all factories are independently audited on an annual basis on their progress toward zero emissions, zero process water usage, zero non-renewable energy usage, zero waste to landfill, zero non-renewable raw materials, and zero use of chemicals of concern. In alignment with Mission Zero,™ all products sold by Interface globally are third-party verified Carbon Neutral. Mission Zero™ has been called one of the most ambitious sustainability plans in history. After decades of hard work, Interface is poised to reach our Mission Zero® goals by 2020. We are compelled to take on an even more audacious goal, the next powerful step in our journey: Our new mission, Climate Take Back™, is our commitment to running our business in a way that creates a climate fit for life. We are not talking about emitting less carbon or lowering our footprint; we are talking about going a step further – to REVERSE global warming.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Interface is the worldwide leader in design, production, and sale of Carbon Neutral environmentally-responsible modular flooring and an expert in provided installation and flooring recycling services.</p> <p>Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. Interface modular carpet products are premium quality from top to bottom. Our innovative backing systems set the industry standard for modular performance and recycled content while our carpet fibers are premium branded, 100% solution-dyed, post-consumer Type 6, and 6,6 Nylon. Interface Luxury Vinyl Tile (LVT) offers the durability and performance expected from our brand, is compatible with our carpet tile module sizes with no transition strips required and is fully recycled along with our carpet tile at the end of life through our ReEntry® system. nora by Interface rubber floor covering is a powerhouse combination of sustainable quality and outstanding functionality. Pressed under high pressure, the tiles possess a thick, dense, non-porous surface. This makes them extremely resistant to wear and supports fast and easy cleaning.</p> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team that gets to know your business to truly understand how best to manage your projects from inception to completion. Through our ReEntry® program, Interface reclaims used carpet tile and LVT and ensures that nothing ends up in a landfill.</p>

9	What are your company's expectations in the event of an award?	Interface expects to have the opportunity to offer and sell its flooring products and related services to Sourcewell members throughout the United States. We also understand that while a Sourcewell contract would provide the opportunity to do business with Sourcewell members, Interface must compete with other vendors to win its share of the market.	*
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.	Interface is a large publicly traded corporation on the NASDAQ exchange under the symbol, "TILE." Interface has grown into a billion-dollar corporation, named by Fortune as one of the "Most Admired Companies in America" and the "100 Best Companies to Work For." A copy of our 2018 Annual Report has been provided as an attachment.	*
11	What is your US market share for the solutions that you are proposing?	Capitalizing on our acquisition of nora, as well as our leadership in the modular carpet market for the corporate office segment, we are executing a market diversification strategy to increase our presence and market share for modular flooring in non-corporate office market segments, such as government, education, healthcare, hospitality, and retail space. As a result of our efforts, our mix of corporate office versus non-corporate office modular carpet and LVT sales in the Americas was 45% and 55%, respectively, for 2018. Company-wide, our mix of corporate office versus non-corporate office modular carpet and LVT sales was 60% and 40%, respectively, in 2018. We believe the appeal and utilization of modular carpet are growing in non-corporate office market segments, and we are using our considerable skills and experience with designing, producing and marketing modular products that make us the market leader in the corporate office segment to support and facilitate our penetration into these segments around the world. Rubber is already an attractive product for non-corporate applications, and the acquisition of nora will continue to allow for growth of non-corporate office markets.	*
12	What is your Canadian market share, if any?	Our sales in the Canadian market accounted for 8% of our 2018 Americas sales.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Interface has not been involved any present or past litigation, bankruptcy or reorganization.	*
14	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?	Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. We currently have hundreds of Interface employed sales representatives who interact with end-use customers as well as dealer/contractors located across the United States.  Our business model incorporates the following methods to support product and services under the Sourcewell agreement:  • Our preferred "One Point of Contact" method, we promote InterfaceSERVICES to manage your projects. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team of Interface employed personnel highly trained in managing your projects from inception to completion.  • Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business, regular installer summits to share best practices and training to keep them up to date on the latest trends in the	*

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.	<p>Interface Americas, Inc. is certified to ISO 9001, which is a Quality Management Systems standard and ISO 14001, which is an Environmental Management System. Interface Americas has an active Quality Control department that ensures compliance with all applicable labor laws state and federal regulations concerning the manufacturing of our products.</p> <p>The Interface® leadership team brings together a broad range of backgrounds and a diversity of perspectives to lead and inspire innovation, collaboration, and a shared commitment to create value for Interface's key stakeholders including its customers, employees, investors, and the environment.</p> <p>Interface is an Equal Opportunity Employer and Affirmative Action Employer of Females, Minorities, Veterans, and Disabled. We are dedicated to ensuring that all decisions regarding terms, conditions, and privileges of employment are made by our principles of equal opportunity. Interface supports fundamental human rights for all people and is committed to complying with employment laws in every country in which it operates. Our EEO guidelines are publicly available at <a href="http://www.interface.com/US/en-US/about/careers/Equal-Opportunity-Employment-en_US">www.interface.com/US/en-US/about/careers/Equal-Opportunity-Employment-en_US</a></p> <p>Interface engages in honest and ethical conduct to comply with applicable governmental laws, rules, and regulations. The Interface Code of Business Conduct and Ethics can be found at the following link: <a href="https://investors.interface.com/corporate-governance/governance-documents/default.aspx">https://investors.interface.com/corporate-governance/governance-documents/default.aspx</a>. We expect our suppliers and dealer partners to share this commitment as well. In this spirit, we have established this Supplier Code of Conduct (the "Code") to define the key expectations and standards we have regarding the conduct and operations of our suppliers and 3rd party service providers. Suppliers must comply with all applicable governmental laws, rules, and regulations. This includes, but is not limited to, applicable laws, rules, and regulations relating to environmental protection, anti-corruption, antitrust, fair competition, fair trade practices, employment and labor practices, and occupational health and safety. Without limiting the foregoing, Suppliers must comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other comparable laws, as applicable to their operations. The Code is meant to act as a reference during our selection and retention of suppliers that provide goods or services supporting our operations and customers worldwide.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None. No debarment or suspension actions have been taken against Interface.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategories that best describe Interface products and services may include.</p> <ul style="list-style-type: none"> <li>• Carbon Neutral environmentally-responsible modular flooring</li> <li>• Agreement held turn-key solution provider</li> </ul>

## 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	<p>2018 Awards</p> <ul style="list-style-type: none"> <li>• Interior Design HiP Award, Best Workplace Flooring (Hard Surface), Drawn Lines</li> <li>• Buildings' Product Innovations Merit Award (2nd place), Drawn Lines</li> <li>• 2018 FCW GreenStep Product Award, Proof Positive</li> <li>• Interiors &amp; Sources Readers' Choice Award for Flooring (3rd) for Boundary Metallic</li> <li>• Hospitality Design Awards Flooring Category Finalist for Level Set Collection</li> <li>• Interior Design HiP Awards, Best Workplace Flooring (Hard Surface) – Drawn Lines</li> </ul> <p>2017 Awards:</p> <ul style="list-style-type: none"> <li>• Jones Lang LaSalle (JLL) Award - Supplier of the Year</li> <li>• Bain &amp; Co's Top 100 Most Transparent &amp; Trustworthy Companies</li> <li>• Edie's Sustainable Business of the Year Award for • Climate Take Back Sustainability Program</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in • Sustainability (ranked in the top 3 since 2004)</li> <li>• Ethical Corporation Responsible Business Award in the Best Business category</li> <li>• U.S. Secretary of State's Award for Corporate</li> <li>• Excellence (ACE) in Sustainable Oceans Management</li> <li>• ENDS Environmental Impact Award - Organization of the Year</li> <li>• Guardian Sustainable Business Award with Net-Works™</li> <li>• Interior Design HiP Award, Best Workplace Flooring; Rising Star; Best Seller</li> <li>• Floor Focus Top 250 Design Survey - Green Kudos; Green Leader Awards</li> <li>• #1 Flooring (Contract Magazine 2017 Brand Report)</li> <li>• #1 Most Environmentally Sustainable Products and Culture (Contract Magazine 2017 Brand Report)</li> <li>• #2 Best Modular Carpet (Contract Magazine 2017 Brand Report)</li> <li>• #5 Top Brands That Inspire You to Create Your Commercial Design Solutions</li> </ul> <p>2016 Awards:</p> <ul style="list-style-type: none"> <li>• Ethical Corporation Responsible Business Award in the Best Business category</li> <li>• Ethical Corporation Responsible Business Award - CEO of the Year Award, Dan Hendrix</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability (ranked in the top 3 since 2004)</li> </ul> <p>2015 Awards:</p> <ul style="list-style-type: none"> <li>• FLOOR Focus Magazine's 2015 Top 250 Design Survey: #1 in SERVICE; QUALITY; DESIGN; PERFORMANCE; and GREEN LEADERSHIP</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability</li> <li>• Bain &amp; Co's Top 100 Most Transparent &amp; Trustworthy Companies in 2015</li> <li>• Campaign Champion Award from EarthShare</li> <li>• Guardian Sustainable Business Award with Net-Works™</li> <li>• Highly commended in the "creating a better environment category" at the Tv/e</li> <li>• Global Sustainability Film Awards (for our Net-Works film)</li> <li>• Interface and ZSL won the on the Guardian Sustainable Business Award for "Collaboration" with Net-Works</li> <li>• Net-Works partnership won Gold in the category of the Best Community Program Award at the Global CSR Summit &amp; Awards</li> </ul> <p>2014 Awards:</p> <ul style="list-style-type: none"> <li>• European Business Award for the Environment</li> <li>• Ethical Corporation: Best Business/NGO Partnership (Net-Works)</li> <li>• Golden Arrow Award for Excellence in Product Stewardship, California Product Stewardship Council</li> <li>• Gold Award for Best Community Program</li> <li>• International Green Industry Hall of Fame Inductee</li> <li>• GlobeScan's Top 3 Global Corporate Leaders in Sustainability</li> <li>• SEA Sustainable Entrepreneurship Award for "best project" for Net-Works</li> <li>• Ethical Corporation Responsible Business Award in the Best Business-NGO Partnership category</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three	Over the past 3 years, an average of 10% of our sales has been to the government sector. *
20	What percentage of your sales are to the education sector in the past three years	Over the past 3 years, an average of 20% of our sales has been to the education sector. *
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?	Interface's experience with state and education contracts is extensive. We continue to maintain cooperative agreements with Sourcewell, BuyBoard, and E&I. Our state and education contract sales continue to grow year over year, with over twenty-six million in sales for 2018 within the public money market segments. *
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface has held a Federal GSA contract for over thirty-five years. Our GSA Contract (GS03F056AA) generates over one million in annual sales each year. *

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Penn State University	Richard Fitzgerald	814-865-1402	*
Wilson Education	Pam Clover	(812) 256-8000	*
Pinellas County Schools	Christopher Mano	727-638-2668	*

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 *	
State of Florida	Government	Florida - FL	Interface Brand Flooring and Installation	Over 200,000 sq. yds each year	Annual sales over 2 million	*
University of California	Education	California - CA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over 1 million	*
Penn State University	Education	Pennsylvania - PA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over \$900,000.00	*
University of GA	Education	Georgia - GA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over \$800,000.00	*
New Mexico State University	Education	New Mexico - NM	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over \$900,000.00	*

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.	An important component of our competitive position is the quality of our management team and its commitment to developing and maintaining an engaged and accountable workforce. We utilize an internal marketing and sales force of more than 950 experienced personnel, stationed at over 90 locations in over 30 countries. Our Americas marketing and sales force are comprised of over 350 team members to market our products and services in person to our United States customers.	*
26	Dealer network or other distribution methods.	<p>Under the Interface preferred “One Point of Contact” distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc.</p> <p>Other distribution methods include our local 3rd party dealer partners. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement.</p> <p>For small jobs where the member may have an internal department capable of installing flooring material themselves, buying product only direct from the manufacturer is an option.</p>	*
27	Service force.	We assure Sourcewell that your members will be serviced to the highest level of attention and responsiveness. We have 40+ in-house and field service team members with many talents and areas of expertise from design concepts, turn-key installation through our subsidiary InterfaceSERVICES to recycling your old carpet through our ReEntry program. Warranty and maintenance manuals can be provided, and on-site training is available.	*



28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We successfully employ the following purchasing and installation models for our contract members.</p> <p>1) MANUFACTURER - ONE POINT OF CONTACT: Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Mr. Barry Ryskamp will be the primary point of contact for the Sourcewell members with a highly skilled staff operating under his direction. The members purchase order must be issued to InterfaceSERVICES at the address noted below</p> <p>Interface Americas, Inc. dba InterfaceSERVICES, Inc.  106 Northpoint Parkway, Suite 300, Acworth, GA 30102  T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127</p> <p>Monday through Friday from 8:00 am to 6:00pm EST. The local Interface Account Executive is the primary point of contact and is available a 24hrs.</p> <p>Standard Product Production Lead Time</p> <ul style="list-style-type: none"> <li>• Modular carpet tile (4 – 6 weeks)</li> <li>• LVT (4 – 6 weeks)</li> <li>• Rubber Flooring (4 – 6 weeks) (12 – 16 weeks for Made to Order)</li> </ul> <p>2) LOCAL DEALERS - DEALER ASSISTED PURCHASING: This route to market is through a network of independent dealer who carries out local delivery procedures and installation. These dealer partners and distributors are responsible for handling the project take-offs, placing the carpet material order to Interface, coordinating shipment to the job site with the customer, scheduling installation with the customer and any costs associated with these items; and the labor installation costs and labor warranty. Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement.</p> <p>3) MANUFACTURER - MATERIAL SOURCE: Members planning the installation of small projects inhouse and Local Dealers will purchase material only direct from the mill as their material source point of contact.</p> <p>Interface Modular Carpet and LVT Material Source: Interface Americas, Inc.  1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com</p> <p>Interface Rubber Flooring Material Source: nora by Interface  9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Interface will support all geographic areas of the 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?	None. Interface is not aware of any restrictions that would prohibit our ability to service any market segments or Sourcewell members.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. Interface is not aware of any restrictions that would prohibit our ability to service these geographical 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.	<p>Interface Americas, Inc. is pleased to be considered for a possible contractual relationship with the Sourcewell. "Market Segmentation" is the sales strategy of our corporation, and in accordance with that strategy, we have Interface sales representatives in each state willing to pursue the governmental, education and nonprofit members of Sourcewell.</p> <p>Our sales support will engage in relationships with the Sourcewell members providing useful information, marketing tools about our products, and introducing the inherent benefits of the Sourcewell contract.</p> <p>Our sales executives have worked for many years to create extensive relationships with the architectural design community. Interface will work as a team to continue and build those relationships within the architectural firms in each state that specialize in the government and education arena and help them to understand the value of specifying the Sourcewell contract products.</p> <p>We intend to participate in various Sourcewell conferences and exhibits to help expose the Sourcewell contract products to your members. Interface has a dedicated marketing department and on-line tools which will provide for easy access to carpet samples and specifications by the Sourcewell members. As soon as the news of the Sourcewell award is received, Interface will launch a multiple touch email campaign to all Sourcewell members in order to make them aware of the unique benefits of the Interface flooring solutions. A sample of K-12 brochure has been provided.</p> <p>Our web site can be found at <a href="http://www.Interface.com">www.Interface.com</a>. The website is a searchable online library of all products available on the Sourcewell contract. Here, customers can find out who we are as a company, high-level information about our products, market segment information, how to contact us and the practices that have put us on the road to being a sustainable company.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Go to following brand-focused website: <a href="http://www.interface.com">www.interface.com</a> These websites give you access to the following:</p> <ul style="list-style-type: none"> <li>• Online product catalog: Preview our vast patterns, collections, colors</li> <li>• Order Samples</li> <li>• Product Specifications</li> <li>• Source Reports</li> <li>• Installation and Maintenance Guidelines</li> <li>• Create Colors, our design tool that allows you to see our product patterns and colors in various room settings.</li> <li>• Tile Configurator™, our virtual design feature which allows you to create custom surface solutions to mix and match our beautiful tile products in an array of sizes and configurations for a truly modular, multi-functional magnificent space.</li> <li>• Sustainability information and data</li> <li>• About our Company / Contact Us</li> </ul>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewells opportunity to market nationally with a unified contract message should continue to increase contracts arising from this RFP along with Sourcewells' continued guidance and encouragement of vendor relationship with an insight of the best way to support and serve their members.</p> <p>Interface will distribute the Sourcewell pricing and pricing strategy through email to our sales force individually providing the information to each representative. Further, Interface publishes and inhouse newsletter called, "The Sales Playbook." This is published every month and will give us the opportunity to describe the product and pricing strategy for the Sourcewell contract. Finally, Interface also has an Internal Facebook called Workplace. All Interface sales associates have access to Workplace, and information, as well as the ability to ask and answer questions, is resident there.</p>
35	Are your products or services available through e-procurement system and how government	At this time, Interface does not offer e-procurement ordering platforms for product or services.

## Value-Added Attributes

Line Item	Question	Response *
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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.	<p>Interface is a carpet manufacturer but can offer training and instructions manuals on proper installation and maintenance practices. Upon request, Interface can provide in-house maintenance training that includes a detailed explanation of our maintenance recommendations, review of current equipment and chemicals, walk-through of the facility pointing out areas of concern, and if needed, a live demonstration of the proper use of the maintenance equipment. We can accommodate any special request the client has including multiple training sessions for off-shift employees.</p> <p>Although we cannot offer a maintenance service program, our approved installers may have a solution. By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment.</p> <p>Contact for maintenance instructions and training are as follows:</p> <ul style="list-style-type: none"> <li>• Mark French, Director of Maintenance Services Tel: (706) 302-1174</li> </ul>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Interface is a company that was born out of innovation. Our introduction of modular carpet tiles completely transformed the flooring industry. Interface Carbon Neutral flooring products can be considered advanced in the sense that they have the highest percentage of recycled content among flooring products offered in the industry.</p> <p>All Interface Modular Carpet tiles and Modular Resilient Flooring (LVT) – planks, skinny planks and squares – are based on a 25cm increment, working together as components to create a floor. This modularity allows for endless options, without the use of transition strips. Planks or squares, our tiles all work together in this fully integrated system. i2® is undoubtedly one of our smartest and simplest innovation yet. Our i2 non-direction modular carpet tile, inspired by the principles of biomimicry, incorporate mergeable,” meaning that tiles from different dye lots work together no matter when they’re purchased or installed.</p> <p>With our invention of TacTiles, our modular flooring construction allows for a glue-free installation. TacTiles® is the proven and recommended glue-free installation system for our modular carpet tiles worldwide. We developed TacTiles® connectors as a faster, cleaner, more earth-friendly alternative to traditional carpet adhesives. They are easy to use and eliminate the mess, odor, and drying time of spread adhesives. They also provide greater flexibility for installation and selective replacement.</p>	*
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.	<p>Interface is the worldwide leader in the design, production, and sale of Carbon Neutral responsible modular flooring. As one of our company “green” initiatives, all of our manufacturing facilities operate on 100% renewable electricity. We have reduced our direct (Scope 1 and 2) greenhouse gas emissions by 96% since 1996 through radically increasing the efficiency of our factories and switching to 88% renewable energy.</p> <p>Additionally, we have made investments in high-value carbon offsets such as wind farms and reforestation to offset the full-lifecycle emissions of our business. With these investments, our company achieved carbon neutrality in 2018.</p> <p>Recognizing we can do more to evolve our business, in September 2018, Interface pledged to become carbon negative by 2040, which supports our Climate Take Back™ mission. We will achieve this through innovating continuously with sustainable materials across our supply chain, supporting ecosystem restoration, and implementing new technologies. We’ll continue to invest in research and development to manufacture our products with more carbon sequestering materials and seek to operate our factories as nature would, allowing them to make a positive impact on their local ecosystems. By making this bold pledge be carbon negative, we hope to inspire businesses to join us in building a world that is restorative to the planet and creates a climate fit for life.</p> <p>Interface remains actively involved in a leadership role with many organizations. As one of the earliest corporate adopters of sustainability, Interface was one of the first corporate partners of many sustainability efforts including EPA Climate Leaders (now defunct), EPA Green Power Partnership, EPA Smartway, USGBC, Global Reporting Initiative, WBCSD, and numerous other NGO-driven partnerships.</p>	*
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.	<p>Interface Modular Carpets are certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• NSF 140 – Sustainable Carpet Assessment Standard</li> <li>• EPD (Environmental Product Declaration)</li> <li>• International Living Future Institute: Declare program</li> <li>• GreenCircle Certified</li> <li>• CRI Green Label Plus</li> <li>• Health Product Declaration (HPD)</li> <li>• Carbon Neutral Floors™</li> <li>•</li> </ul> <p>Interface LVT are certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• FloorScore® Certification</li> <li>• NSF 332 – Sustainability Assessment for Resilient Floor Coverings</li> <li>• EPD (Environmental Product Declaration)</li> <li>• Carbon Neutral Floors™</li> </ul> <p>Interface nora® rubber flooring is certified under the following accreditations:</p> <ul style="list-style-type: none"> <li>• Cradle to Cradle Certified™</li> <li>• GREENGUARD Gold</li> <li>• Environmental Product Declaration (EPD)</li> <li>• Health Product Declaration (HPD):</li> <li>• Global Green Tag</li> <li>• Carbon Neutral Floors™</li> </ul>	*

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.	<p>As a large corporation, Interface maintains a Small Business Subcontracting Plan under the auspices of the Small Business Administration. As such, Interface is committed to defined percentages of its business being dedicated to small business. Through our Diversity Connect™ program, we have developed innovative supplier diversity solutions for its customers while increasing business opportunities for minority-owned, women-owned, and veteran-owned businesses (SMWBE). Doing so not only allows us to deliver the best products at the highest value but also helps us grow businesses reflective of the customers and communities that use our products. Diverse Supplier Criteria: Suppliers interested in doing business through the Diversity Connect program must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Must be certified or a member of the following organizations: National Minority Supplier Development Council (NMSDC); Women's Business Enterprise National Council (WBENC); Small Business Administration 8(a) (SBA).</li> <li>• At least 51% of the company's assets or interests must be owned, operated and controlled by a woman or one of the following ethnic minority groups: African American; Asian-Indian; Asian-Pacific; Hispanic or Native American.</li> <li>• Must be a U.S. citizen.</li> <li>• Review of financial statements.</li> <li>• Must conduct a site visit.</li> </ul> <p>Interface firmly believes that our success as a leader in the commercial carpet industry and as a corporate role model in our global and local communities is closely tied to our relationships with our business partners. Diversity Connect is integral to our mission. Interface, Inc. (our parent company) is leveraging its corporate membership in the National Minority Supplier Diversity Council (NMSDC), to further grow and expand supplier diversity initiatives on a local and national level. Interface has reached out to numerous minority dealers across the country to create mutually beneficial networks for both our customers and business partners.</p>	*
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?	<p>Interface offers a unique and valuable resource with concept design services, turnkey project management, and flooring reclamation. Our team has many value-added services to help with all of your flooring needs.</p> <p>Services Offered:</p> <ul style="list-style-type: none"> <li>• Design Consultation – phone or field consultation with concept designer</li> <li>• Turnkey – finish plan and rendered plan, estimates, carpet and LVT, material and labor quotes, phasing schedules and installation diagrams</li> <li>• Design Service – 5 to 7 day turnaround Solution Providers – provide finish plan options</li> <li>• Product/Color suggestions</li> <li>• Multiple Locations – provide a consistent design and installation service</li> <li>• Construction Documents – provide DXF file to the customer</li> <li>• Technical Support – partner with installation teams to assure accurate installation</li> </ul> <ul style="list-style-type: none"> <li>• Turnkey project management.</li> </ul> <p>InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We dedicate a team that gets to know your business to truly understand how best to manage your projects from inception to completion.</p> <ul style="list-style-type: none"> <li>• Carpet Recycling</li> </ul> <p>ReEntry® is Interface's product end-of-life solution to keep as much flooring as possible out of landfills around the world. We will take our products as well as approved competitors' products back anywhere in the world. Interface's ReEntry program arranges for the reclamation, reuse, and recycling of our products, ensuring that no product that enters our system ends up in the landfill.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Interface has elected to not to provide and services to the Canada Sourcewell members at this time.	*

## 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 *
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43	Do your warranties cover all products, parts, and labor?	<p>If a product fails to perform as warranted, Interface will correct the problem at no charge.</p> <p>Interface warrants its modular carpet and LVT products for up to 15 years from the date of invoice. Rubber flooring and accessories will have a site-specific wear warranty that will cover 10 years. All Interface products are warranted against excessive surface wear, edge ravel, backing separation, shrinking, stretching, and static electricity. A twenty-year warranty is offered for modular carpet when used in the classroom, corridor, and office applications in schools (K-12 and higher education). Claims Procedure - Interface's carpet must be installed using the company's Installation guidelines and specifications to validate the warranty. We have a certified and trained technical support department, Customer Quality Assurance, which can respond quickly to assist with any issue or problem. See Attachment 42.</p> <p>WARRANTIES - Interface Americas, Inc. in support of the products offered in this RFP.</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See Attachment 42. WARRANTIES for full warranty details.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If a product fails to perform as warranted, Interface will correct the problem at no charge.	*
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?	<p>None. All inquiries, complaints, or warranty claims should be directed to the local Interface sales primary point of contact any time of day, 24/7, 365 days/year. An immediate plan of action will be discussed with the Sourcewell members' point of contact and put in motion depending on the issue and action required. All resources available to Interface would be utilized to address the problem immediately. These resources include field service directors and technicians and local service provider, partners. If immediate action is not necessary, a Customer Quality Response Form will be completed, forwarded, and assigned to one of the Field Service Directors who will review the claim. If resolution by phone is impractical, the claim will be assigned to one of the Field Service Directors, and the Sales Representatives will arrange for an on-site meeting with the customer and the installing floor covering contractor. At that point, a recommendation for the resolution of the claim will be made and expedited.</p>	*
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?	The product manufacturers warranty will apply,	*

48	What are your proposed exchange and return programs and policies?	<p>Interface takes full responsibility for our error and supports our customers when their choice or products change. Below is an outline of our exchange and return policies for your review. We have included our official Order Cancellation / Return Policy as an exhibit with our proposal.</p> <p>Order Changes and Cancellation Policy</p> <ul style="list-style-type: none"> <li>- Order Changes and Cancellation Guidelines for Standard Product Ordered. In the event Customer desires to cancel any Standard product order after order confirmation or acknowledgment has been sent by the Vendor, a cancellation fee will not be imposed.</li> <li>- Order Changes and Cancellation Guidelines for Custom or Non-Standard Product Ordered. Orders for Custom and Non-Standard products cannot be changed. If the Customer desires to cancel any Custom or Non-Standard product order after order confirmation or acknowledgment has been sent by Vendor, Customer shall, at Vendor's option, be charged a cancellation fee of fifty percent (50%) of the net sales price of the order. This fee shall be due and payable to Vendor no later than thirty (30) days after cancellation of the purchase order.</li> </ul> <p>The parties agree that the damages which Vendor would incur in the event of cancellation are challenging to estimate and that the cancellation fee is a reasonable estimate of the likely costs in such activity. If Customer is unable or refuses to accept delivery of any Products, then, in addition to any applicable cancellation fee, Customer shall pay to Vendor all costs incurred by Vendor as a result of such inability or refusal to accept delivery, including without limitation, reasonable costs of shipping, storage, insurance, and handling. Notwithstanding the foregoing, Vendor reserves to its sole judgment and discretion when and under what circumstances it will approve any change to or cancellation of, any order.</p> <p>Interface Return Policy</p> <p>All Customer Accommodation Returns must be approved by the Interface Sales Rep and their AVP (Area Vice President). Customers may contact their sales rep directly for approval to return material ordered incorrectly. No returns will be allowed after 90 days from date of shipment.</p> <ul style="list-style-type: none"> <li>- Return Guidelines for Standard Product Ordered in Error by Customer (Customer Accommodation Returns). Approval to return is at the discretion of the Interface RVP. If approved, Customer will be responsible for a 25% restocking fee and return freight cost. A return authorization number must be provided by Interface, in order for the material to be returned. Credit for return material will be issued based on the quality of return after inspection. Credit will not be issued for damaged products, products not labeled or identified, or products that have been installed. Interface will not accept returns of less than 50 square yards.</li> <li>- Return Guidelines for Non-Standard Product Ordered in Error by Customer (Customer Accommodation Returns). No returns are allowed for Custom and Non-Standard products.</li> <li>- Return Guidelines for Product Shipped in Error by Vendor (Mill Error Returns). Vendor approves to return material and will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned.</li> <li>- Return Guidelines for Defective Material Received (CQR Returns). Approval to return is at the discretion of the Quality Claims Dept. If approved, the vendor will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned.</li> </ul>	*
49	Describe any service contract options for the items included in your proposal.	<p>Interface is a flooring manufacturer. Although we cannot offer service contracts such as flooring maintenance service program, our approved installers may have a solution outside of this agreement.</p> <p>Interface offers instructions on proper installation practices and in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and cleaning agents, a walk-through of facilities and demonstrations for the proper use of the maintenance equipment. A contract is not required for these services and is free of charge to our customers.</p>	*

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	<p>Interface offers Net 30 payment terms. Payment for Product is expected according to the terms of the agreement, Net 30 pending credit-worthiness. If not approved for credit terms, cash on delivery will be required. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required, Interface SERVICES and local dealers may invoice separately for the flooring materials. The following terms shall apply to all such purchase orders:</p> <ul style="list-style-type: none"> <li>• Subject to approval by Vendor's credit department, based on its evaluation of Sourcewell Member's credit-worthiness in its sole discretion. In the event such approval is not received, terms of payment for sales to Sourcewell or its applicable Member are cash before delivery.</li> <li>• Any credit terms extended to Sourcewell or its applicable Member herein or otherwise agreed to by Vendor in writing are subject to the continued approval of Vendor's factor or credit department. Should Sourcewell or its applicable Member's creditworthiness deteriorate in the commercially reasonable opinion of Vendor during the Term, Vendor shall have the right to revise the credit terms as it reasonably deems appropriate upon written notice to Sourcewell or its applicable Member, including, without limitation, requiring cash before production or before shipment.</li> </ul>
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, leasing or financing options are not available at this time.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>At interface, we want to enter, process, and ship your order as quickly, efficiently, and accurately as possible. In order to do that, we require the information listed below to be included on every purchase order we receive under all purchasing and installation models outlined in response 28 under Ability to Sell and Deliver Service Nationwide section.</p> <ul style="list-style-type: none"> <li>• COMPLETE COMPANY / INVOICING ADDRESS: Many times the product "ship-to" address is different than the address to which the invoice should be sent. It is critical that both of these addresses are included on every P.O.</li> <li>• PRODUCT NAME, COLOR NUMBER AND NAME: At Interface, we have over 400 various standard and standard option products available in over 5000 different color combinations. We even have "product families," in which 2 completely different products may share the same color name. That is why it is critical that all of the information that describes the product ordered is included on every order.</li> <li>• ITEMIZED PRODUCT QUANTITY AND PRICES: We quote all of our modular carpet prices by the square yard and our LVT and rubber flooring in square feet.</li> <li>• ENDUSER (MEMBER) AND PROJECT JOB NAME: Project "Side Marks" or "Job Names" are important for both our customers and for Interface. For our customers, it is very helpful when tracking multiple orders for the same project or tracking numerous orders of the same product for different projects</li> <li>• DELIVERY OR "SHIP-TO" ADDRESS WITH PHONE NUMBER</li> <li>• CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</li> </ul>
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?	Yes. A 3% fee will be added to all orders paid via a credit card



## 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 (if applicable) in the document upload section of your response.	Our Proposal pricing is established as a ceiling price by product line item. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by Sourcwell. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcwell Member. Allowable particular needs may include specific purchase volume considerations or the creation of custom programs based on the individual needs of Sourcwell Members.	*
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.	Our percentage discount between the MFR List and the Contract Direct Price is between 50 – 60%.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Interface's ReEntry program offers free recycling of full truckloads of all compatible vinyl-backed carpet tile regardless of brand. Addition cost reduction initiatives are harnessed through project forecasting; leveraging spend by negotiating volume discounts and utilize our Turnkey Services. In the case of large volume projects managed through InterfaceSERVICES, Interface would be willing to negotiate additional discounts on contract material pricing, which is often around 65% of the total project cost.	*
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.	All new styles introduced will be made available to the Sourcwell Member under the same terms and condition of this agreement. Upon request, a Sourcwell member may request a "sourced good" from our Sales Representatives, and a formalized quote will be prepared under the same price discount structure of the proposed contract products.	*
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.	Contract pricing include material cost and standard packaging only. Federal, state and local sales, use, excise, ad valorem, and other taxes, and all duties and fees imposed by any governmental authority, dealer service/project management fees and installation is not included. Freight will be prepaid and added as a separate line on the invoice.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Interface contracts with established freight carriers to procure the best freight rates available for our customers. Freight will be prepaid and added as a separate line on the invoice.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Contract product pricing include material cost and standard packaging only. Shipping to Alaska and Hawaii is available. Interface has elected to not to provide product and services to the Canada Sourcwell members at this time. Freight will be prepaid and added as a separate line on the invoice.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While Interface does not own a transportation fleet, we contract with established freight carriers to procure the best freight rates available for our customers. Interface utilizes environmentally responsible packaging that is designed, produced, and distributed to our customers in a sustainable manner, and that minimizes adverse effects on the environment. All packaging is compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. Interface packaging meets the following criteria listed below: <ul style="list-style-type: none"> <li>• Uses bulk packaging;</li> <li>• Uses reusable packaging</li> <li>• Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;</li> <li>• Maximizes recycled content and/or meets or exceeds the minimum post-U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;</li> <li>• Uses locally recyclable or certified compostable material.</li> </ul>	*

## Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as 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.	<p>Order Entry Audit Procedure</p> <p>Our large Customer Service department is divided into 9 regional teams allowing each team to build a personal relationship with their customers. All Customer Service members are trained by the Interface Contract Group on contracts opportunities within their regions and provided a copy of the members and pricing lists. Upon receipt of a purchase order, 3 audits are required prior to releasing order for shipment. Audit 1 is performed by the customer service member that received the order before the order is entered. Any missing information or discrepancies are discussed with the customer placing the order. Audit 2 is performed after the order has been entered in the Interface JD Edwards System. A daily orders received report is sent to the AE and their sales support partner who is over those accounts. The report includes the sold to information, the enduser, products ordered, pricing, and contract tags if applicable. Sales provides the 3rd audit by reviewing their orders received report focusing on enduser accuracy and contract compliance.</p> <p>It is imperative that the customer's purchase order include the contract name "Sourcewell" and the contract members (enduser) name be noted on the purchase order to be processed and tracked correctly.</p> <p>• ENDUSER (MEMBER) AND PROJECT JOB NAME: Sourcewell Member (Enduser) and Project "Side Marks" or "Job Names" are essential for both our customers and for Interface. For our customers, it is beneficial when tracking contract activity, multiple orders for the same project or tracking numerous orders of the same product for different projects</p> <p>• CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.</p>
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.)	<p>Interface offers our flooring solutions to Sourcewell and will pay an administrative fee of 2% per the terms outlined below. This Rebate Program shall begin upon the Effective Date of the Agreement and end with the agreement expiration date.</p> <p>1) Sourcewell Members purchases will count towards earning a 2% rebate of Products sales hereunder. For purposes of this rebate program, a purchase will be deemed to occur upon Supplier's (or one of its affiliates') receipt of payment from Sourcewell Members. NO REBATE SHALL APPLY TO SERVICES.</p> <p>1. Rebate Issuance.</p> <p>a. Within thirty (45) days after the quarter end of each Agreement Year, Supplier will issue rebate payment to Sourcewell via a check, wire transfer, or otherwise.</p> <p>2. Rebate Conditions. Notwithstanding anything to the contrary,</p> <p>a. Supplier shall have no obligation to credit Sourcewell any rebate hereunder unless and until payment is received.</p> <p>b. All accrued but unused/unapplied rebate credits due to Sourcewell pursuant to this Rebate Program shall be forfeited, and Supplier shall have no obligation to issue any rebate to Sourcewell for sales to Members with past due invoices and is not made current within thirty (30) days following Supplier's written notice of overdue account.</p> <p>3. Miscellaneous.</p> <p>a. This Rebate Program shall be governed by the laws of the state of Georgia, without giving effect to its conflict of laws principles.</p> <p>b. This Rebate Program shall not be deemed to amend, alter, or supplement any terms and conditions of sale with respect to the Products and Services to the Sourcewell Members.</p>

## Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	Yes, Interface innovates continuously with the goal of designing and manufacturing products with zero negative environmental footprint, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, "Factories to Zero," which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our "Products to Zero" goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market. The next phase of our sustainable manufacturing mission beyond 2020, "Climate Take Back", includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems, as we have begun to do with our Net-works™ program in Africa and the Philippines.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	KPI Tracking: Interface has in place an in-house tracking system that allows us to provide statistics and reports on goods purchased by our customers. Reports can be supplied to customer monthly, quarterly, bi-annually, or annually. Our Key Performance Indicators include purchase history, on-time delivery, quality assurances, inventory reports, diversity spend, and recycling. Reports can be customized to meet your specific requirements.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Interface innovates continuously to design and manufacture products with zero negative environmental footprints, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, "Factories to Zero," which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our "Products to Zero" goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market.  The next phase of our sustainable manufacturing mission beyond 2020, Climate Take Back, includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems.
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Interface has in place an in-house tracking system to supply reports related explicitly to the Sourcewell Members environmental impact and annual spend.  Reporting on total recycled content of Interface modular carpet purchased for all Sourcewell Members projects is available. This report represents the closed-loop nature of our manufacturing system where old carpet becomes new carpet. Interface offers to report on the amount of carpet they recycle via our ReEntry® program.  Interface's Cool Floors™ program offsetting all the GHG associated with the raw materials, manufacture, maintenance, and end of life management of the products. That means we invest in renewable energy and other projects that prevent GHG emissions from entering the atmosphere through the purchase of certified carbon offset credits from a variety of sources including direct from project developers, and brokers who provide a wide variety of projects. We provide an annual certificate to our qualifying customers based on their flooring purchases recognizing their positive environmental impact for purchasing Interface "Carbon Neutral" flooring.
69	Describe the extent to which your products contain recycled content or are recyclable.	Every flooring product you buy from us, whether carpet, LVT, or rubber is 100% recyclable and 100% carbon neutral.  Interface modular carpet with GlasBac® backing offer an average of 64-78% total recycled content. Our GlasBac® backing has been in production since 1973 and continues to set the industry standard.  Interface modular carpet with GlasBac® RE backing with our 100% recycled content Type 6 nylon feature up to 81% total recycled content, including as much as 35% post-consumer content.  Interface luxury vinyl tile (LVT) does not contain any recycled content. Our LVT is fully recyclable and is designed to be used in a circular economy moving forward. Recycled Interface branded LVT through our ReEntry® program provides a post-consumer material resource to be utilized in our high recycled content carpet tile backing.  Interface nora branded rubber flooring does not contain any recycled content. Our LVT is fully recyclable, and when recycled through our ReEntry® program, it also provides a post-consumer material resource to be utilized in our carpet tile backing.

## 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.

**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](#) - ANNUAL REPORT (2018) - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:26
- [Marketing Plan/Samples](#) - K-12 Brochure - Interface Americas 3.18.pdf - Wednesday August 07, 2019 12:18:29
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - WARRANTIES - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:49
- [Pricing](#) - SOURCEWELL Agreement - Interface Americas, Inc. Price List.xlsx - Thursday August 08, 2019 14:06:18
- [Additional Document](#) - ADDITIONAL DOCUMENTS.zip - Thursday August 08, 2019 14:09:39

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.  
- Sharon Johnson, Contract Procurement Manager

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.