



Solicitation Number: 061323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mannington Mills, Inc., 1844 US Highway 41 SE, Calhoun, GA 30701 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Mannington Mills, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:17 PM CDT
Date: _____

DocuSigned by:
Brad Root
C49642AD9D7B4FD...
By: _____
Brad Root
Title: Senior VP Sales & Marketing
8/4/2023 | 2:35 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
8/4/2023 | 2:45 PM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Mannington Mills, Inc.
Does your company conduct business under any other name? If yes, please state: Mannington Commercial
Address: 1844 US Highway 41 SE
Calhoun, GA 30701
Contact: Jody Steger
Email: Joseph.Steger@mannington.com
Phone: 800-241-2262
Fax: 706-629-2171
HST#: 21-0506420

Submission Details

Created On: Wednesday April 26, 2023 06:28:38
Submitted On: Friday June 09, 2023 10:59:07
Submitted By: Jody Steger
Email: Joseph.Steger@mannington.com
Transaction #: 6828d4c2-e066-4af8-a8a0-3c79c1fa04c5
Submitter's IP Address: 68.187.249.107

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mannington Mills, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mannington Commercial
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3L0X7
5	Proposer Physical Address:	1844 US Highway 41 SE Calhoun, GA 30701
6	Proposer website address (or addresses):	www.manningtoncommercial.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Root, Senior VP Sales & Marketing 1844 US Highway 41 SE, Calhoun, GA 30701 706-602-6285 brad.root@mannington.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jody Steger, Director of Government 703-489-5698 jody.steger@mannington.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shanon Newsome, Sr Manager Sales Operations 706-280-0131 shanon.newsome@mannington.com Andrea Dipazo, Strategic Account Services Rep 706-602-8517 andrea.dipazo@mannington.com

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

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	Mannington can offer the following soft & hard surface product lines: broadloom carpet (6 ft. & 12 ft.), modular carpet tiles (24" x 24", 12" x 48", 18" x 36"), resilient sheet vinyl (6' 6", 6', 9', 12'), luxury vinyl tile & plank (LVT), rubber tiles and sheet, stair systems, moldings, wall base, and all necessary flooring adhesives. Mannington can also offer installation services through our ProSolutions turn-key program.	*
11	What levels of service (material only, turnkey, other) are being proposed?	Mannington is submitting both material and turn-key labor services.	*
12	Does the response include installation services?	Yes	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	Mannington can provide a list of partner installation companies in each area of the country that have been fully trained on all Mannington product lines. We use several methods to select installers. The first is through recommendations from our Mannington sales representatives. We have over 130 reps across the country. Being local, they are exceptionally well versed on the area installation companies -- which are worth becoming Mannington partners, and which aren't. We also take recommendations from our end users. We are happy to partner with installation companies your members may already be using. We can provide training on all applicable product lines, ensuring they are well-versed and up-to-date on all the latest installation procedures that we require.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	To become an authorized installation partner, installers must attend Mannington's annual installation training seminar. Further, all Mannington turn-key partners are subject to rigorous pre-qualification procedures prior to beginning a Mannington project. Financial background checks are performed to assess their financial health and we ensure that they maintain proper insurance coverage. Our Technical Services Department audits their installation knowledge and expertise on a continual basis.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No, Mannington does not have a standard installation agreement that Participating Entities are required to use.	*

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

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	
18	Ceramic	<input type="radio"/> Yes <input checked="" type="radio"/> No	
19	Porcelain Tile	<input type="radio"/> Yes <input checked="" type="radio"/> No	
20	Wood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
21	Hardwood	<input type="radio"/> Yes <input checked="" type="radio"/> No	
22	Laminate	<input type="radio"/> Yes <input checked="" type="radio"/> No	
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	
27	Epoxy	<input type="radio"/> Yes <input checked="" type="radio"/> No	
28	Flooring hybrids	<input type="radio"/> Yes <input checked="" type="radio"/> No	
29	Floor mats	<input type="radio"/> Yes <input checked="" type="radio"/> No	
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is better than most other comparable GPOs and cooperative procurement organizations with the same basic agreement terms, but the same as state purchasing departments.

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model for this RFP will show a discount off "List" price. Our pricing is based off a "not to exceed" / "ceiling price structure". This price is a delivered price, i.e., freight is included. This pricing structure increases service for all size projects and allows for additional discounts based on larger quantities or multiple product category projects. This also helps to maintain established budgets for future projects. The 2% Sourcwell administrative fee will also be included in the proposed contract price.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Due to labor and installation costs varying per geographic areas across the US, Mannington is providing different labor/installation pricing for various regions and states. Based on our years of experience in holding corporate, retail, state, federal, and other cooperative contracts that include labor (both non-union & Union/Prevailing wage), Mannington has performed installations throughout the country with our network of dealers and flooring contractors. We rely on our flooring contractors to establish budgets for installation/labor throughout the United States. Many of our Mannington District Managers and Sales Management Team also have a background with flooring installation and labor services. We consider ourselves the industry leaders in analyzing and gauging the cost of flooring installation and labor services.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing is a discount off our list price. This discount will range from 5% - 40% for product categories carpet, LVT, sheet vinyl, area rugs, and rubber, and rubber accessories. Mannington does not manufacture our "Sundry" / Adhesives for these products, so no "List" is established for these items. However, Mannington intends to offer quantity/volume discounts from the proposed contract prices for sundry items.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be negotiated on an order by order basis.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Mannington Commercial has one of the broadest product lines in the entire commercial flooring industry. We manufacture all the flooring categories that we are proposing. Mannington offers broadloom carpet, modular carpet (carpet tile), area rugs, sheet vinyl, LVT, rubber flooring, rubber stair treads, cove base, and flooring accessories (transitions & moldings). We also offer services required for the installation of these products as well. We are also proposing line items in our installation/services portion that include "Hourly Labor"(for Services Not Contract) and a "Project Management Fee". Based on past history using State and Cooperative contracts, these service line items are not used for every proposal but have been very well received line items when needed. However, in the event that a Sourcwell member would like Mannington to provide a product or installation/labor service that is not covered specifically under our contract, Mannington can use our broad network of distributors and other flooring contractors to obtain the requested products and installation service to accommodate the request. Mannington's many years of experience, relationships, and successful past performance with our large number of distributors and flooring contractors in all geographic areas of the United States allow Mannington to obtain these items at a discount, which will then be extended to the Sourcwell member at little or no mark up.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All pricing in the attached price list includes standard delivery. It does not include special delivery handling such as lift gate, inside delivery, call before delivery services, after hours delivery, etc. Material pricing does not include installation. Installation services are priced in this RFP as an additional service and should be arranged through Mannington's ProSolutions Team as needed. Adhesives are not included in the material prices; they are included as a separate line item. Finally, taxes are additional costs that are not included in the material prices.

40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - Shipping/Freight will be included within the continental United States on all material and sundries offered on the Sourcewell contract.	*
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Mannington can easily accommodate shipping, delivery, and our exchange and return programs for Alaska and Hawaii as well as other off-shore locations. The only difference in these areas is that shipping costs are slightly higher than in the contiguous United States, but otherwise our policies and procedures are no different for these areas.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mannington has eight separate manufacturing and/or warehouse locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Madison, GA, Umatilla, FL, San Jose, CA, and Coventry, England. This network of manufacturing facilities and distribution points allow us to provide inventory levels needed to service our business partners across the country wherever a job may be occurring. Currently, we have over 100,000,000 square feet of capacity for our full breadth of product offerings.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Net 30	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Mannington accepts the participating members' standard order forms and we negotiate with the members on any terms & conditions or SLAs that may be contrary to the Sourcewell agreement. We try to itemize and be as specific as possible with the Scope of Work and Terms & Conditions when proposing or quoting our projects.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card. There is no additional cost for using this process.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Mannington's local sales managers that have negotiated the pricing for the Sourcewell member on a job by job or project basis are responsible for verifying the pricing on each order before the order is processed for fulfillment. Mannington often sends copies of the Sourcewell price list with the quote to the agency's purchasing officers so they can confirm the quoted prices do not exceed the contract prices. In addition, order confirmations are emailed (when applicable) to the ordering party, often on behalf of a Sourcewell member, for further review. Reporting is run quarterly by the Accounting Department for review and reporting to Sourcewell.
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The two main SLAs that Mannington measures for every customer are our claims rate (currently at +/-0.05%) and our service performance rate (i.e., getting the right product delivered on time; currently at +/-99.4%). We are happy to monitor additional SLAs as Sourcewell deems important. We have extensive reporting capabilities, including Net Sales Reports and Inventory Status Reports that we provide to many of our Strategic Accounts customers.
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Pricing is based on a discount off list price. Mannington Commercial feels this is the best pricing to be offered to Sourcewell customers throughout the country. The average discount from List Price (with freight included) averages 25% - 30%. However, we would like to note that the majority of our Sourcewell sales on Mannington's current contract are discounted even further. The contract price is a "not to exceed" or ceiling price. Materials are not usually purchased at the contract price. Pricing includes all freight to the continental US and a 2% administrative fee.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Mannington Commercial is a business unit of Mannington Mills, Inc., a privately held, fifth-generation, family-owned company. Since our founding in 1915, we have operated under this mission: To be the best people to do business with in the flooring industry. Mannington Commercial is a business unit of Mannington Mills, Inc., headquartered in Calhoun, Georgia with manufacturing facilities across the United States. We offer the contract market a comprehensive range of multiple hard and soft surface flooring products available through one sales force, with most products manufactured in the US.</p> <p>Crafted With Purpose - At Mannington Commercial, we craft a full range of flooring products to inspire your creative vision, fit the performance needs of your spaces and meet your sustainability goals. Ultimately what we're crafting is not only a product, but a partnership.</p> <p>Designs That Tell Your Story - We have designed all of our flooring products to work together seamlessly, making it simple to craft the right solution for your space.</p> <p>Innovative Performance - We are passionate about crafting flooring that does more than meet a spec – we craft to exceed your performance expectations.</p> <p>Your Expert Partner - While our flooring products will enhance your projects, it is our level of care and attention at every step that helps us bring your creative vision to fruition.</p> <p>A Company With Integrity - Our products and services are designed to support your sustainability goals and increase your project's positive impact.</p> <p>For over 100 years, Mannington has created premium flooring products. With values that include: Care; Do The Right Thing; Work Hard, Play Hard; and Control Our Own Destiny, Mannington also has a strong commitment to US manufacturing and to the communities where we live and work.</p>

51	What are your company's expectations in the event of an award?	Mannington expects the Sourcewell contract to continue to be a multi-million annual contact. We hope to continue the successful partnership we have established with Sourcewell and its members. Many Sourcewell member agencies require both carpet and hard surface flooring for a project. Mannington has shown that we can help your members streamline contracts and simplify purchasing. Quite often, as we are selling resilient products to our clients they will ask about carpet (and vice versa) and frequently buy these other products as well. This streamlining of product offerings through one manufacturer, Mannington Commercial, has and will continue to benefit both of us in terms of volume and simplicity. Not to mention that your member agencies are purchasing products of the highest quality at extremely competitive price points.	*
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	While Mannington is privately held and cannot disclose the details of our financials without, D&B Hoovers publishes our estimated revenue at approximately \$750MM. We are consistently ranked fifth in annual revenue among US flooring manufacturers. Mannington Commercial's global sales revenue represents approximately 14% of Mannington Mills, Inc. total company revenue.	*
53	What is your US market share for the solutions that you are proposing?	The latest FloorFocus magazine ranking has Mannington Commercial ranked as the #6 supplier of commercial flooring in the United States.	*
54	What is your Canadian market share for the solutions that you are proposing?	Mannington has also been ranked as the #6 commercial flooring supplier in Canada.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mannington Commercial is a manufacturer. Mannington distributes most of our products directly to our customers, but we do employ dealer-distributors for a selection of accessory and flooring styles. These dealers are third party companies, not employees of Mannington. Mannington is committed to providing the very best service to our customers. We will do this by partnering with each market's preferred and most qualified dealers. Our dealer partners are trained on a local level by Mannington account executives to understand and market each contract with Mannington's end users. Dealer partners are selected based on their experience and presence in their respective market as well as their level of expertise with Mannington's product line. It is always our intent to include qualified HUB and MWBE dealer partners in each market and to seek out those where not currently present. Mannington can provide a complete list of all dealers upon request.	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There has been no suspension or debarment of our company in the last ten years.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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58	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Awards:</p> <ul style="list-style-type: none"> -- Mannington's Open Range, a hard-working rubber plank flooring collection designed to offer a brand-new look for high-performance commercial flooring, has been named a 2023 ADEX Platinum Award recipient. The Awards for Design Excellence (ADEX) is the largest and most prestigious awards program for product and project design in the architect and design industry according to its sponsor, designjournal.com. -- Mannington Commercial's Open Range was also named a Nightingale Awards winner at the 2022 Healthcare Design Expo and Conference. Open Range received the Gold designation in the flooring hard surfaces category. -- Mannington's award-winning Legato® Liquid Linoleum flooring product has attained USDA BioPreferred® certification from the U.S. Department of Agriculture. The BioPreferred label signifies the company's ongoing commitment to developing sustainable products designed for commercial and government projects. -- Legato Liquid Linoleum won Gold in Healthcare Design Magazine's 2021 Product Innovation Awards -- The Nightingale Awards 2021 by Healthcare Design magazine in partnership with the Center for Health Design and The Healthcare Design Expo + Conference awarded Legato liquid linoleum the Gold Award in Flooring: Hard Surface -- Spaces4Learning, a B2B publication for educational institutions, announced Mannington Commercial's Amtico Active Lines LVT the Gold award in 2022 New Product Awards: Building Interiors – Floorings -- 2022 Best of NeoCon Silver award and a HiP Award for the Infused Collection, a sophisticated mosaic of coordinating graphic LVT patterns <p>Certifications:</p> <p>Certifications and recognition for environmental leadership matter to us because they confirm that our investment in making better products with better processes is working. We are proud to have products and programs that contribute to environmental rating systems, have been recognized for environmental innovation and leadership, and are third-party certified. Several organizations, like SCS, NSF, RFCI and CRI have taken responsibility for developing product and manufacturing standards and certification to meet specific environmental goals. Mannington is proud to have numerous products recognized by these organizations:</p> <ul style="list-style-type: none"> -- NSF / ANSI-140 Certification: All Mannington standard carpet backing systems are certified to Gold level -- Green Label Plus Indoor Air Quality Certification: All Mannington's running line carpet products and carpet adhesives are CRI Green Label Plus certified -- FloorScore Indoor Air Quality Certification: All Mannington's hard surface flooring product lines are certified under the FloorScore standard -- ISO 14001: Mannington's Commercial Tile and Inlaid Sheet flooring plants in Salem, NJ as well as our carpet mill in Calhoun, GA and LVT manufacturing facility in Madison, GA are all registered to ISO 14001 -- Declare Red List Free: Mannington's rEvolve II carpet tile backing, most rubber flooring lines, and our Legato liquid linoleum are all certified Red List Free through Declare -- Mannington also offers product-specific, Type III Environmental Product Declarations and full Health Product Declarations to 1,000 ppm for most product lines 	*
59	What percentage of your sales are to the governmental sector in the past three years?	The government sector accounts for approximately 7% of our commercial sales.	*
60	What percentage of your sales are to the education sector in the past three years?	The education sector accounts for approximately 8% of our commercial sales.	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cooperative Contracts: Sourcewell and NASPO</p> <p>State Contracts: New Jersey, Florida, Texas, New York, California, Connecticut, Utah, North Carolina, Mississippi, Louisiana, Pennsylvania, Washington, Kentucky</p> <p>Federal Contracts of note: AFNAF (Air Force) and AAFES (Army & Air Force Exchange Services)</p>	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract (GS-27F-0026U) – 2020: \$4,699,978; 2021: \$3,056,495; 2022: \$4,237,447</p> <p>AAFES (Army & Air Force Exchanges) – 2020: \$150,614; 2021: \$8,874; 2022: \$49,552</p> <p>NEXCOM (Navy Exchanges) – 2020: \$28,999; 2021: \$194,508; 2022: \$108,900</p> <p>AFNAF (Air Force Non Appropriated Funds – 2020: \$22,321; 2021: \$23,709; 2022: \$205,187</p> <p>Air Force Carpet II Contract – New in 2023; currently \$50K with open projects through Q2</p>	*

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Volusia County	Government	Florida - FL	Supply & install of Carpet, LVT, and Rubber Flooring	\$5,000 - \$100,000	\$300,000 / year	*
Tallahassee Community College	Education	Florida - FL	Supply & install of Carpet, LVT, and Rubber Flooring	\$5,000 - \$50,000	\$250,000 / year	*
Old Dominion University	Education	Virginia - VA	Supply LVT	\$25,000 - \$200,000	\$350,000 / year	*
Raleigh County Schools	Education	West Virginia - WV	Supply Carpet, LVT, Rubber Flooring, Sheet Vinyl, Wall Base	\$5,000 - \$300,000	\$500,000 / year	*
Prince William County Schools	Education	Virginia - VA	Supply & Install of Carpet, LVT, Wall Base, Rubber Flooring	\$10,000 - \$200,000	\$350,000 / year	*

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Cabot School District Cabot, AR 72023	Debbie Carr, Construction and Maintenance Coordinator	(501)743-3528 Debbie.carr@cps.k12.ar.us	*
Cypress Fairbanks Independent School District Cypress, TX	Beth Rutherford	(281) 807-8141	*
Meyersdale School District Meyersdale, PA	Dan Johnson	(814) 634-1437	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
65	Sales force.	<p>Mannington Commercial has over 130 trained and qualified representatives throughout the contiguous United States. We divided the country into eight geographic regions, each with their own Regional Manager, to insure responsiveness and best-in-class customer service. All Mannington representatives and management staff are direct employees and are evaluated and compensated for after-market service capabilities and history.</p> <p>As a manufacturer of a variety of carpet, hard surface, and accessory items, Mannington has built a management team that is uniquely tailored to address each area of need in an account of Sourcewell's magnitude. We can provide service and a wide variety of products on a local, national, and global level. Accountability for every step of our products' life, from development to manufacturing to pricing and delivery, is managed and controlled by Mannington, guaranteeing complete accountability to your needs. We believe it is our level of experience in providing multi-product solutions and the accountability with which we support them that make Mannington a uniquely qualified vendor.</p>	*

66	Service force.	<p>Mannington's Strategic Account Services team is available to you at every stage – whether requesting samples, technical data, freight consolidation and bundling services, installation options, or product warranties – our strategic account services team is ready to help. Our model is designed to provide your members and their facility managers, contractors, and employees with a consistent, local, on-time Mannington experience.</p> <p>For Sourcewell, Mannington will establish a dedicated service team consisting of:</p> <ul style="list-style-type: none"> -- A Dedicated Customer Service Representative – Your dedicated Customer Service Representative (CSR) will handle order entry, samples, and inquiries. This single point of contact in Customer Service is responsible for handling all service activities related to your account. She will provide you with one point of contact for everything from ordering samples, product information, technical data and warranty information to delivery and coordination of installation. -- A Dedicated Strategic Account Specialist - The Strategic Accounts Department will have direct knowledge of your account at all times. Your dedicated SA Specialist will create a program launch announcement and distribute it through electronic and hard copy versions. This announcement will provide pricing, terms and conditions, ordering procedures, and general sales initiatives. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement. -- A Dedicated District Manager – Our District Managers are available to visit any of your locations to answer questions concerning installations and proper maintenance of the chosen Mannington floorcovering products. Their regional knowledge provides an invaluable asset at the local level. -- Strategic Account Manager – Your dedicated Strategic Account Manager (SAM) will quarterback the final agreement from roll-out to walk-through after installations. The SAM also ensures all areas of an agreement are executed. Quarterly wellness calls are led by the SAM to discuss improvements needed, product performance, maintenance, to review construction forecasting to assist in product management.
67	Dealer network or other distribution methods.	<p>In addition to our 400 qualified and authorized Dealer/Installer partners throughout the United States, Mannington operates eight Distribution Centers: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Epes, AL, Umatilla, FL, Madison, GA, Conyers, GA, and San Jose, CA. In addition, we have a manufacturing/warehouse location in Coventry, England.</p> <p>Mannington utilizes an extensive network of freight options to identify the most economical value to have the material delivered to the customer's site. Additionally, since we manufacture a multitude of different products, we have the unique ability to maximize our shipping by bundling multiple products on one pallet and saving the customer freight charges and simplifying the delivery of all the products to the job site.</p> <p>Mannington utilizes national common carriers and negotiates favorable rates for transportation. We have contracts with a total of nine common carriers, five are LTL and four are truckload carriers, all of which are nationally known. Depending on the needs, we may also use contract carriers.</p>
68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>Upon award, all of Mannington's new clients are assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This person is specially trained to assist our Strategic Account Partners. Orders are placed through your dedicated CSR, who is also your primary point of contact.</p>
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Mannington distributes most of our products directly to our customers, but we do employ dealer-distributors for a selection of accessory and flooring styles. These dealers are third party companies, not employees of Mannington.</p> <p>Mannington is committed to providing the very best service to our customers. We will do this by partnering with each market's preferred and most qualified dealers. Our dealer partners are trained on a local level by Mannington account executives to understand and market each contract with Mannington's end users. Dealer partners are selected based on their experience and presence in their respective market as well as their level of expertise with Mannington's product line. It is always our intent to include qualified HUB and MWBE dealer partners in each market and to seek out those where not currently present. Mannington can provide a complete list of all dealers upon request.</p>

70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service team is divided into three groups: a) Domestic Customer Service; b) International Customer Service; c) Sample Services. Response time will vary based on the aspect of the service. For example, an emailed or faxed order will be acknowledged the same day. The standard lead time for order fulfillment is 10-30 days for all products providing they are in stock. However, Mannington also offers a Quick Ship program called Xpress where many of our running line products are in stock and available to ship within 10 business days. A warranty inspection/claim request, including inspection and repair/replacement if applicable, usually takes less than two to four weeks from the initial report of a problem to successful resolution.	*
71	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>For over 100 years, Mannington has created premium flooring products. At Mannington Commercial, we craft a full range of flooring products to inspire your creative vision, fit the performance needs of your spaces, and meet your sustainability goals. We fully realize that, ultimately, what we're crafting is not only a product, but a partnership. All of Mannington's products have unlimited custom pattern options so that we can provide the best product technology to fit your individual needs. We know this is important because every project is unique, and within any project different products are needed for different spaces.</p> <p>In terms of account management, we know that each and every account has unique needs and priorities. Your Mannington regional sales team consists of a local representative that will be in communication with your members whenever necessary; a national representative that can be onsite at any location in the country; as well as the Director of National Accounts and the Vice President of International Business, both of whom are dedicated to supporting your business on a national, and even global, level. Each of these levels of personnel conducts their daily business in all areas of product support – hard surface, carpet, and accessories.</p> <p>Our internal corporate team has built its core business model around providing multi-product solutions to customers such as yourself for over two decades. At our "bundling" facility, you will have a dedicated customer service representative whose duty is to manage your daily business. This representative will be in constant communication with your team and our local account executive and has backup service representatives who have been cross trained to support your business so that there is always someone on call for your company.</p> <p>We realize that your business model and the needs of your members never stop. It is our pledge to be there with you every step of the way.</p>	*
72	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Mannington Commercial products can be purchased in Canada as well as in more than 55 countries worldwide. In Canada, Mannington has district sales managers responsible for the specification and sale of all commercial styles just as in the US. Likewise, we have a nationwide network of distributors who stock and service our resilient and carpet product offerings. Our international employees, representatives, and distributors are experienced and able to assist with the importation, servicing, and installation of Mannington products in all of the major international markets. We would gladly encourage Sourcwell qualifying members in Canada to participate in this contract if awarded. Our current pricing model includes freight charges, however freight charges to Canada would be separate and in addition to our current pricing schedule.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Mannington will serve nonprofit agencies.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
75	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating members in Hawaii, Alaska, and other US territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *
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77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Sourcewell's Account Representative Jody Steger will host a webinar for Mannington's District Managers around the country with an in-depth explanation of the Sourcewell contract and any updates or changes. This webinar will cover how we go to market, where the contract can be used, how to incorporate dealers into the program as well as all the facets of the contract offering. Mannington's District Managers around the country will work with regional Sourcewell members and train our dealer partners on the everyday interactions of the Sourcewell contract. This will occur in conjunction with on-going administrative support from our Strategic Account Services Department. As new sales members are brought onto Mannington's staff, they will attend training programs at both Calhoun, GA (carpeting manufacturing & commercial headquarters) and Salem, NJ (resilient manufacturing & corporate headquarters) where the Sourcewell contract is covered in detail.</p> <p>A "Program Launch Announcement" will be created and distributed through electronic and hard copy versions. This announcement will define the products and services offered by Mannington through the Sourcewell contract and include a link to our MyMannington website where your member agencies and our own associates can access pricing details, contract terms and conditions, product information, technical and post-sales support, Mannington sales and support rosters, and listing of Mannington distributors. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement.</p> <p>The key to implementation will be a multi-faceted approach to creating awareness of the Sourcewell contract and easy access to the supporting information, pricing, and general terms and conditions of the contract. The distribution list for the Program Launch Announcement will be compiled through a collaborative effort with Sourcewell to include not only your member agencies, but also our vast dealer network.</p> <p>Additionally, Mannington Commercial field sales associates across the country will be advised of the Master Agreement and provided with sales directives on how to implement and execute at the local level. They will be prepared to respond to all inquiries and directed to proactively target and contact your member agencies within their territories. The Mannington Commercial Field Sales Team is experienced at national contract implementation as a result of our extensive success securing purchasing agreements and contracts with numerous large end-users. These large end-users consist of Healthcare GPO's, Corporate, Retail and Hospitality.</p>
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In addition to the implementation steps listed in the response above, Mannington can also create a dedicated micro-site specifically for you. This site will include information on all of your specified products including product images, specifications, maintenance instructions, installation instructions, and sustainability information. Developed in response to the needs of our growing core of strategic partners, this unique and secure electronic hub allows your members to access vital information from their Mannington account 24/7/365 online. Through this site, you can review and check the status of orders on-line and obtain overall sales information for specific projects or in aggregate. You can also review current pricing levels, product styles and specifications, Mannington contacts, claim and warranty information, and contract terms and conditions; as well as view standard and custom products in 3-D room settings to support design research.</p>
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Mannington understands that it is our responsibility to market and promote the contract to Sourcewell members, but we do look forward to partnering with Sourcewell to enhance our marketing ability. For example, Mannington's Strategic Account Department can construct an announcement that will include information on Mannington's products contained in the Sourcewell contract and ordering information. We will also provide information on our local representatives and distributors across the country that each member can contact for more information on any of Mannington's products or on the contract itself.</p>
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Mannington Information Technology currently supports the following mechanisms for Electronic Purchasing/ Invoicing:</p> <p>Internet-Based Methods - For those customers that desire an Internet-based communications method, Mannington Information Technology has successfully deployed several such applications. These Internet based solutions are built upon such open and widely used technologies as TCP/IP, HTTP, XML, and SOAP. This provides many opportunities for business-to-business transaction, and although these technologies are typically utilized in "e-business" applications between two or more web sites, they can also be utilized in non-web applications.</p> <p>Ariba - Mannington Commercial also utilizes Ariba, an on-line e-procurement service to receive purchase orders. Ariba Procurement and Expenses solutions combine industry-leading procurement, contract, and invoice functionality with an unparalleled offering of supplier enablement, catalog management, support, hosting, and training services. Ariba provides a secure web service that is accessible only to registered Buyers and registered Suppliers, so your information is always safe.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mannington would be happy to provide both installation and maintenance training on all our products. For installation, we can offer on-site training to any labor provider your members may already be doing business with. We will send one of our experienced installation technicians directly to the job-site to assist with job start-up and provide all the necessary training on installation practices for your chosen Mannington flooring.</p> <p>We can also provide maintenance training to all of your facility's in-house or contracted maintenance crews. One of our maintenance specialists can conduct training programs specifically tailored to your members' traffic and soiling levels and their specific flooring types. Both of these types of training are offered at no charge.</p>
82	Describe any technological advances that your proposed products or services offer.	<p>Some of the newest innovations Mannington has introduced in the last few years are listed below:</p> <ul style="list-style-type: none"> -- MoistureLoc Adhesive – No moisture testing is required for Luxury Vinyl Planks or Tile when installed with MoistureLoc Adhesive, when without the presence of an in-tact vapor barrier. There is also no pH limit to the slab. This means that your LVT installations can be quicker and easier than ever before. -- Legato Liquid Linoleum – Legato is a pour in place liquid linoleum flooring that can be installed across many segments that require the benefits of infection control, slip resistance, and sound dampening – traits that go above and beyond that of a traditional linoleum thanks to its seamless installation and Quantum Guard Elite® technology. -- Other Non-Vinyl Options – Many end users are becoming more and more concerned about the building materials used in their interiors. PVC makes up most hard surface options as well as most carpet tile backing systems. We recognize the concern this causes, so we have removed the minimums and upcharges for our rEvolve II non-vinyl carpet tile backing option, as well as being very close to introducing a new, completely non-vinyl resilient option. -- Super Xpress Quick Ship Program – Our latest upgrade to our Xpress Quick Ship program allows for up to 3,000 sq yds of carpet and up to 25,000 sq ft of LVT to ship in 10 days, ensuring you get the carpet and hard surface products you need quickly and reliably.
83	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Mannington, we take stewardship very seriously. After all, as associates of a family-owned company, we are entrusted with a 108-year legacy of caring for people and our communities. Our vision of stewardship is summed up as our corporate responsibility efforts to add value for our associates and their families, customers, and communities. Certainly, sustainability is part of this; so are social responsibility and governance.</p> <ul style="list-style-type: none"> -- UN Global Compact - One of our most instructive efforts thus far was completing the United Nations Global Compact self-assessment developed to help companies like ours align strategies and operations with universal principles on human rights, labor, environment, and anti-corruption. Today, our corporate responsibility approach is informed by the 10 principles of the United Nations Global Compact (UNGC), the Global Reporting Initiative (GRI) and numerous Sustainable Development Goals (SDGs) where we can have the greatest impact. -- Renewable Energy - For many years, we've generated renewable energy from 3.3 acres or 3,900 solar panels on the rooftops of various buildings at our Salem, New Jersey facility. In 2022, the output was about 707,297 kilowatt hours that helped power the site. -- Net Zero Emissions - In 2022, we undertook two significant workstreams to better understand and begin to address our long-term environmental impact: committing to net zero greenhouse gas emissions by 2050 and gathering data to determine our current energy, water and waste intensity and taking immediate steps to reduce net global emissions by offsetting at 105% the equivalent “cradle-to-gate” greenhouse gas emissions of our domestically manufactured commercial flooring products. -- ISO 14001 Certification – The International Organization for Standardization's 14001 standard sets global environmental criteria that help facilities like ours reduce environmental impacts and waste on their journey to be more sustainable. Three of our facilities – Calhoun & Madison, Georgia and Salem, New Jersey – have achieved ISO 14001 certification, meaning their environmental management systems meet ISO's exacting global standards and their continued compliance is regularly audited.

84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>Mannington's Environmental Policy is "to assure no adverse effects of our business on the environment and the health and safety of our associates, our local communities, and our customers." Our environmental and sustainability efforts are both internal, i.e., significantly reducing energy and water intensity and greenhouse gas emissions compared with the baseline and improving our resource efficiency in operations, manufacturing processes, and transportation infrastructure, as well as incorporated into the products we provide for our clients. Some of these types of initiatives include:</p> <ul style="list-style-type: none"> -- All Mannington products carry applicable low VOC certification – CRI Green Label Plus for carpet & SCS FloorScore for hard surface. All our adhesives are also CRI Green Label Plus certified for VOC emissions. -- In 2016, Mannington's risk assessments recognized other industries were under public and legal pressure resulting from the use of polyfluorinated and perfluorinated (PFAS/PFOS) chemicals. They became known as forever chemicals because they are bio-accumulative and build up in organic matter over time. We assessed the PFAS/PFOS and how we used them and began looking for replacements that would have the same soil and stain resistance without detrimental health or environmental consequences. We were on the front end of efforts to find alternatives and, by the end of 2017, we had fully replaced these chemicals of concern in our products. -- Years ago, ortho-phthalates were identified as a concern, so we voluntarily worked with our supply chain, chemists, and designers to remove them from our products. It took about 18 months to completely remove ortho-phthalates from our supply chain and product inventory, but it was worth it. As a privately owned, family company, we don't take a short-term view of anything. When it comes to making products that perform well, last, and are safe for people to live with, work and play on, we invest for the future. -- Certifications help navigate the world of green marketing claims, but there are a lot of labels in the flooring industry that can be confusing – health care labels, education labels, green building labels and more. This is why we are moving to publicly disclose product-specific information through health product declarations (HPD) and environmental product declarations (EPD) on our website. We are taking steps to develop product EPDs at the specific SKU level, so that our customers have a clear understanding of the environmental impact of each of our products.
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are committed to doing the right thing. For more than 30 years, Mannington has been working to make a positive impact on the environment and our communities. We offer a range of unique programs and benefits to help our customers to achieve their sustainability goals.</p> <ul style="list-style-type: none"> -- As noted above, we have invested in developing both HPDs and EPDs for most of our product lines. Currently, 78% of our commercial portfolio is covered by HPDs and 82% by EPDs, with most being Type III, Product-Specific. -- All commercial products can contribute credits to multiple LEED, WELL, and other green building rating categories through our regional manufacturing locations, Green Label Plus & FloorScore certifications, Declare labels, HPDs, and EPDs. -- Mannington Commercial recently completed the Ecovadis assessment program, rating a score of 60 for Environment. Ecovadis' "mission is to provide reliable, globally recognized sustainability ratings and insights, enabling all companies to reduce risk, drive improvement and accelerate positive impact on our planet and society." -- Mannington participates in a yearly review through the MindClick organization, which "rates the environmental health performance of manufacturers and their products. The result: product intelligence that drives transparency and innovation across organizations and their supply chains to meet global demand for healthier products and healthier environments." Our ratings for carpet, LVT, sheet vinyl, and area rugs all rated in the "Sustainability Leader" category – the highest possible rating. -- The U.S. Secretary of the Department of Energy said Mannington "was among the vanguard of forward-thinking American companies as a leader in tackling energy efficiency," as one of the 50 original Save Energy Now Leaders, now called Better Plants.
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	No, not applicable.
87	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Mannington takes our commitment to our customers very seriously. Mannington's main areas of focus are in three areas: Sustainability, Customer Service, and Product Performance & Quality:</p> <p>SUSTAINABILITY</p> <p>Recognizing the adverse impact the built environment can have on our climate and health, Mannington is committed to conducting business in a responsible, considerate, and thoughtful manner. This dedication to doing the right thing is clearly communicated in our recently revised Environmental Policy. The policy addresses the responsibility of each Mannington leader, associate, and stakeholder to identify potential environmental impacts of</p>

our processes, as well as our intent to decrease energy consumption, advance circularity principles, and prevent polluting the environment.

In 2022, we undertook two significant workstreams to better understand and begin to address our long-term environmental impact.

1. Committing to net zero greenhouse gas emissions by 2050 and gathering data to determine our current energy, water, and waste intensity.
2. Taking initial steps to decarbonize our operations and supply chain by offsetting 105% of the “cradle-to-gate” carbon produced with all domestically manufactured commercial flooring products.

Mannington is taking immediate action to reduce the net amount of carbon released into the atmosphere by offsetting 105% of the “cradle-to-gate” carbon produced by all domestically manufactured flooring products from our Mannington Commercial business unit. We’re focused on the “cradle-to-gate” phases of the product life cycle, which include raw material sourcing, transportation of these materials to our facilities, and manufacturing.

Our 2022 offsets came from projects that align with our priority to address challenges facing the flooring industry. These projects demonstrate immediate and expansive impacts on carbon reductions, as well as benefit the communities where they occur. Prior to purchase, they are independently verified for their carbon impact, stability, and legal legitimacy. Our offsets are permanently assigned to a product purchase. Mannington will continue to purchase more offsets as we manufacture and sell more products. Ultimately, our operations and product improvements will minimize the quantity of offsets required; and until then, offsets will continue to play a role in our achieving carbon neutrality.

And sustainability is an important aspect not just for the products we produce, but also for the materials that go into their production. When Mannington purchases raw materials or finished goods, we personally visit with all suppliers and employ third-party inspectors to confirm that these facilities meet the high standards required in our Supplier Code of Conduct. Our Labor Policy also applies to every aspect of how we conduct ourselves and do business, as well as guides how we view human rights both domestically and abroad. To that end, we vehemently oppose child labor, human trafficking, forced or underpaid prison labor, and slavery practices of any kind. As a global organization and leader in the industry, upholding our nation’s values, abiding by our laws, and protecting the integrity of lawful trade and the rights of the individual worker is a moral imperative for which we hold ourselves and our suppliers accountable.

We also keep a separate environmental audit guide and checklist that includes important attribute sections that we use when visiting and auditing a supplier’s facility. All facets are numerically scored to end with ratings and benchmarks for us to evaluate and compare suppliers. Vendor certification and identification of key measures are essential to assure high capability of quality, production, and environmental performance.

CUSTOMER SERVICE

We’ve already touched on the level of dedicated representative that Mannington has assigned to handle the Sourcewell account and maintain the highest levels of service and response for your members. We appoint a dedicated Customer Service Representative to handle all orders and other service aspects related to your account, a dedicated Strategic Accounts Service Representative to oversee all contract-related areas of your account, as well as local District Managers and a regional Strategic Account Manager to handle any on-site questions or issues that may arise.

Your dedicated mill representatives are dedicated to handling all orders and logistics for you. We work to make all lead times as short as possible to ensure we meet each and every project deadline. We manage centralized distribution networks throughout the United States that can stage your start times in accordance with your schedules. There is no need for you to hold any material on site. We continue to invest in infrastructure in all the areas where you are located.

PRODUCT PERFORMANCE & QUALITY

In the manufacturing environment, the highest operating standards are established by the Internal Organization for Standardization (ISO). ISO supports innovation by providing shared solutions to global challenges. ISO 14001 sets global environmental standards that help facilities like ours reduce environmental impacts and waste on their journey to be more sustainable. Three of our facilities – Calhoun carpet manufacturing and Madison LVT manufacturing, both in Georgia, and Salem, New Jersey resilient sheet manufacturing – have achieved ISO 14000 certification, meaning their environmental management systems meet ISO’s exacting global standards and their continued compliance is regularly audited.

We understand that you need more than just a supplier – you need flooring solutions. Mannington has the ability to bundle all types of commercial flooring under one purchase order –Carpet (Broadloom & Carpet Tile), Resilient (Sheet, LVT), and Rubber, as well as all necessary adhesives and flooring accessories (transition strips, wall base, etc).

As well, we are always looking for ways to improve our efficiencies and reduce your overall costs at Mannington. Our ability to bundle all your flooring provides you with a true value-added proposition by reducing freight costs, providing for volume discounts, and eliminating the time and hassle of managing orders from multiple sources. Mannington streamlines not only the order process, but also coordinates the shipment of everything you will need for your flooring installation. This translates to more efficiency and savings in shipping costs and a more timely and cost-effective installation experience.

Table 14A: Warranty

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

Line Item	Question	Response *	
88	Do your warranties cover all products, parts, and labor?	Yes	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only usage restriction is that the flooring must be installed indoors in climate controlled areas. Traffic levels do not affect Mannington's warranty coverage. Limitations include: the flooring must be properly installed and subjected to normal indoor use. Further, our warranties apply only to manufacturing defects, and does not cover (i) deterioration of the flooring's appearance, (ii) damage to the flooring, or (iii) failure of installation that is not the result of a manufacturing defect. By way of example, without limitation, this Warranty does not cover wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (iv) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in compliance with Mannington Commercial's recommended procedures.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties completely cover the expense of the technician's travel time and mileage to perform warranty repairs if the fault lies with a Mannington product.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable; Mannington can provide a certified technician to perform warranty repairs not only throughout the US and Canada, but around the world.	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable - Mannington does not cover warranty service for items made by other manufacturers.	*
93	What are your proposed exchange and return programs and policies?	A courtesy return is an instance where we may agree to return unused flooring materials when there are no manufacturing issues. The fees for restocking are taken from the credit issued for the returned product. These returns will often require prepaid freight back to the mill and will usually have a restocking fee associated with them. Mannington must first approve all courtesy returns, and the terms and conditions of all courtesy returns are exclusively reserved by Mannington, including the right to authorize or reject a courtesy return request of any product.	*
94	Describe any service contract options for the items included in your proposal.	Not applicable; Mannington is not offering service contract options.	*

Table 148: Performance Standards or Guarantees

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	<p>We've attached applicable product warranties in the document section which detail the various performance aspects of our products that we cover. Our products carry industry-leading warranty terms - including lifetime warranties for our carpet, 15 years for resilient sheet goods, and up to 25 year (product dependent) for our luxury vinyl tiles & planks (LVT).</p> <p>It's one thing to provide an extended warranty, but it's another to deliver on that promised level of performance. Our commitment to quality and performance is reflected in our world class claims ratio. The industry average trends in the range of 3%. Mannington has one of the lowest claims rates in the industry at less than one-half of one percent (<0.05%). For the previous decade, our claims ratio has been well in excess of five times better than the industry standard. This is one of Mannington's proudest achievements.</p>
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Mannington's goal is 100% service performance, meaning that we deliver the right product, on time, and as promised to our customers. We measure our service performance daily to make certain we are meeting the needs of our customers. While not at 100%, our current service levels average at around 99+%. The latest rating had us at 99.6%. This means that your members can be assured that they will receive their flooring as needed with no delays or mistakes.</p> <p>Our Strategic Accounts teams is dedicated to providing the highest services levels for your members. In addition to your dedicated account representatives, Mannington's SA team can provide:</p> <ul style="list-style-type: none"> -- A dedicated strategic account specialist and support team -- Single point of contact for all facets of your account -- Market segment managers -- Dedicated micro-site with information on all specified products -- Accountability for full product lifecycle -- Experts in multiple product offerings -- National discount volume pricing -- Quarterly reports of purchases <p>Mannington Commercial's approach to account management is to provide a long-term partnership tailored to our clients' needs. We recognize that our continued success is contingent upon providing the best performing products available along with world-class customer service. Rest assured that on every level, Mannington's account management team will devote the time and energy necessary to complete your members' projects, offering a dedicated, professionally trained staff that specializes in servicing our Strategic Account partners. It is our continued mission to be the best people to do business with in the flooring industry.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell_Mannington proposed 2023 PRICE LIST_update 5.16.23.pdf - Friday June 09, 2023 10:58:03
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Attachment to Q#77.zip - Thursday June 08, 2023 06:57:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Mannington Product Warranties.zip - Thursday June 08, 2023 07:01:28
- [Standard Transaction Document Samples](#) - Sourcewell Quote Form.pdf - Thursday June 08, 2023 06:56:37
- [Requested Exceptions](#) - RFP_061323_Flooring_Contract_Template - Mannington redlines.docx - Thursday June 08, 2023 12:47:39
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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