

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

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

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

#### **18. SEVERABILITY**

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



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

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

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

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

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

## **21. COMPLIANCE**

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

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

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

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

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award



covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

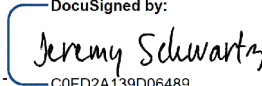
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

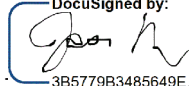
## 24. CANCELLATION

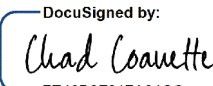
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract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

Sourcewell

Mannington Commercial a business unit of Mannington Mills Inc.

DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 10/8/2019 | 3:40 PM CDT

DocuSigned by:  
By:   
3B5779B3485649E...  
Jason McKee  
Title: Vice President Carpet  
Date: 10/9/2019 | 2:36 PM CDT

Approved:  
DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 10/11/2019 | 1:59 PM CDT



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

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## 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: Thursday June 13, 2019 10:31:14  
Submitted On: Thursday August 08, 2019 11:06:25  
Submitted By: Jody Steger  
Email: Joseph.Steger@mannington.com  
Transaction #: 1f248872-e521-4491-95ae-f048f344d4fc  
Submitter's IP Address: 97.87.82.78

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## Specifications

### Proposer Identity & Authorized Representatives

| Line Item | Question  | Response *   |
|-----------|---|--|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):   | Mannington Commercial is a business unit of Mannington Mills, Inc.   |
| 2         | Proposer Address:   | 1844 US Highway 41 SE<br>Calhoun, GA 30701   |
| 3         | Proposer website address:   | www.manningtoncommercial.com   |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Jason McKee, Vice President Carpet<br>1844 US Highway 41 SE<br>Calhoun, GA 30701<br>Jason.McKee@mannington.com<br>Phone 706.602.6309<br>Cell 706.463.8374          |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Jody Steger, Director of Government<br>380 Old Hollow Road<br>Buchanan, VA 24066<br><br>Joseph.Steger@mannington.com<br>Phone: 703-489-5698                        |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Shanon Newsome, Manager Sales Operations<br>1844 US Highway 41 SE<br>Calhoun, GA 30701<br>Shanon.Nesome@mannington.com<br>Phone: 706-602-6430<br>Fax: 706-629-2171 |

### Company Information and Financial Strength

| Line Item | Question   | Response *  |
|-----------|--|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Mannington is a privately held, fourth 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.</p> <p>Mannington Commercial is a business unit of Mannington Mills, Inc., headquartered in Salem, New Jersey with manufacturing facilities across the United States. We are the only manufacturer to 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. Our commercial products are designed with the best performance technologies and highest quality materials to address the specific needs of heavily trafficked commercial areas.</p> <p>Mannington's high performance product grouping provides total flooring solutions for your members' facilities, with products that include: Broadloom Carpet, Modular Carpet Tiles, Resilient Sheet Flooring, Luxury Vinyl Tile (LVT) and Plank, Rubber Tiles, Cove Base, Stair Treads, Wood Flooring, Flooring Accessories, and all necessary Flooring Adhesives.</p> <p>Mannington's core business activities of driving operational excellence, keeping prices competitive, expanding selection, and delivering service and convenience resonate with the values and strategies of our customers. Our customer-centric approach also drives our continual improvement efforts in reducing cost structures and driving lean manufacturing processes. This strategy allows us to remain price competitive globally.</p> <p>Mannington partners with each of our customers to craft the right solution for each project. Rather than having a one-dimensional focus on a single service model, we offer a variety of service options to find the right fit for each customer. Our long history in bringing a broad portfolio of products to our customers, rather than a single, one-size-fits-all solution, has enabled Mannington to build a reliable and established infrastructure that serves the entire lifecycle of each project.</p> <p>As a privately held company, Mannington is forward thinking and able to take a long view for our business. Our acquisitions of Burke Industries and Amtico International have provided additional global infrastructure and expanded product portfolios to provide customer solutions for every need. We are continually expanding our broad platform of flooring to bring the most innovative and best performing products and services to our customers.</p> |

|    |  |   |   |
|----|--|---|---|
| 8  | Provide a detailed description of the products and services that you are offering in your proposal.  | Mannington is offering the following high performance product grouping in an effort to provide you with total flooring solutions for your facilities: 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 (LVT) and Plank, Non-Vinyl Resilient Tile and Plank, Rubber Tiles and Sheet Flooring, Cove Base, Stair Treads, Wood Flooring, Finishing Accessories, and all necessary Flooring Adhesives.   | * |
| 9  | What are your company's expectations in the event of an award?   | Mannington expects the Sourcewell contract to become a multi-million annual contact and the beginning of a long, successful partnership with Sourcewell and its members. Many Sourcewell member agencies require both carpet and hard surface flooring for a project. Mannington wants to help Sourcewell streamline your 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, would benefit both of us in terms of volume and simplicity. Not to mention that your member agencies would be able to purchase products of the highest quality at extremely competitive price points. Mannington utilizes the best performance technologies in all of our floors to ensure that we meet your performance, aesthetic, sustainability, and long-term appearance goals. | * |
| 10 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | As Mannington is a privately-owned corporation, we are not at liberty to disclose our annual sales or other financial information without a signed non-disclosure agreement, but rest assured that our financial strength has never been more robust. For example, we've just completed a recent expansion of our Madison, GA luxury vinyl manufacturing facility. As a result of this expansion, our domestic LVT capacity has quadrupled since March of 2012. We have attached our latest D&B report for reference.   | * |
| 11 | What is your US market share for the solutions that you are proposing?   | Based on the latest FloorFocus magazine report, Mannington Commercial is currently the #6 supplier of commercial flooring products in the US.   | * |
| 12 | What is your Canadian market share, if any?  | Mannington has also been ranked as the #6 commercial flooring supplier in Canada.   | * |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No  | * |
| 14 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>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?<br>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.  | * |
| 15 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | Mannington is not required to hold any licenses or certifications to engage in the business outlined in this RFP. The same is true for any subcontractors we may use if Turn-Key installation services are chosen. Mannington currently holds ISO 9001 (quality management system) and 14001 (environmental management system) certification at our manufacturing facilities throughout the country.  | * |
| 16 | Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.  | Not applicable -- Mannington has not experience suspension or disbarment from any activities.   | * |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.   | Subcategories may include adhesives, installation, cove base, flooring accessories.   | * |

## Industry Recognition & Marketplace Success

| Line Item | Question   | Response *   |
|-----------|--|--|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Awards:</p> <ul style="list-style-type: none"> <li>-- "Interior Design" Magazine award honors best product design of 2017 – Mannington Origami Carpet Collection, December 2017</li> <li>-- Divergent LVT and Carpet Awarded Best of NeoCon Gold for Healthcare, June 2016</li> <li>-- Mannington and ONE Global Design Win Best of NeoCon Silver, HiP Award for Infused Collection LVT, June 2016</li> <li>-- Portland Collection Honored by Interior Design magazine HiP Award, June 2016</li> <li>-- Teles High Resiliency Rubber Wins Interior Design Best of Year Award, March 2016</li> <li>-- Entwined Collection from Mannington Commercial Earns Nightingale Gold Award, November 2015</li> <li>-- IIDA/HD Product Design Competition Awards Connected LVT from Mannington Commercial, September 2015</li> <li>-- Mannington Commercial Honored with Premier 2015 Supplier Legacy Award, June 2015</li> <li>-- DOMOTEX, Design Journal Award Mannington Commercial LVT and Modular Carpet for Innovation, March 2015</li> <li>-- Teles, High Resiliency Rubber from Mannington Commercial, wins Nightingale Silver, November 2014</li> <li>-- The ADEX Awards for Design Excellence: 5 Platinum awards, 1 Gold, and 2 Silver, May 2014</li> </ul> <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. In addition, we provide full disclosure of the backing components of all of our modular backing systems on the Pharos Project and Mindful Materials/Origin databases. 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"> <li>-- NSF / ANSI-140 Certification: Infinity Modular - NSF / ANSI-140 Gold, rEvolv Modular Carpet Tile - NSF / ANSI-140 Platinum, UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Integra HP Broadloom Carpet - NSF / ANSI-140 Gold.</li> <li>-- NSF / ANSI-332 Gold Certification: Mannington's entire Inlaid Sheet Flooring product line: BioSpec FB, BioSpec SR, BioSpec RE, BioSpec MD, Terrene, Assurance II, Magna, and Color Anchor.</li> <li>-- Green Label Plus Indoor Air Quality Certification: All Mannington's running line carpet products and carpet adhesives are CRI Green Label Plus certified.</li> <li>-- FloorScore Indoor Air Quality Certification: All Mannington's hard surface flooring product lines are certified under the FloorScore standard.</li> <li>-- 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.</li> </ul> |
| 19        | 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.   |
| 20        | 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.  |
| 21        | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <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 &amp; Air Force Exchange Services)</p>  |
| 22        | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?                             | GS-27F-0026U; GSA Sales for 2018 = \$5.7 million (some of this is "open market" sales to the Federal Government)   |

## References/Testimonials

Line Item 23.

| Entity Name *   | Contact Name * | Phone Number *                                     |
|---|----------------|--|
| Smithsonian Institution<br>National Museum of Natural History<br>10th Street & Constitution Ave, NW<br>Washington, DC 20013 | Jackie Gubany  | Email: gubanyj@si.edu<br>Phone: 202.633.1171       |
| District of Columbia Superior Courts<br>616 H St., NW<br>Washington, DC 20001   | Eric Butts     | Email: eric.butts@dcsc.gov<br>Phone: 202.879.4202  |
| Air Force Services Agency<br>3515 S. General McMullen<br>San Antonio, TX 78154  | Sherry Reed    | Email: sherry.reed.3@us.af.mil<br>Ph: 210.395.7316 |

## Top Five Government or Education Customers

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

| Entity Name                     | Entity Type * | State / Province * | Scope of Work *  | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------------------|---------------|--------------------|--|------------------------|----------------------------------|
| University of North Florida     | Education     | Florida - FL       | Supply & installation of various types of flooring                                 | \$2,000 - \$800,000    | \$1,000,000 +                    |
| County of Volusia               | Government    | Florida - FL       | Supply & Install of various types of flooring                                      | \$1,500 - \$75,000     | \$750,000 +                      |
| United States Air Force (AFNAF) | Government    | Texas - TX         | Supply of various types flooring (Carpet, LVT)                                     | \$1,000 - \$200,000    | \$1,500,000+                     |
| Indian Lake Schools             | Education     | Ohio - OH          | Supply of flooring materials & installation services of various types of flooring. | \$50,000 - \$375,000   | \$500,000+                       |
| Florida State University        | Education     | Florida - FL       | Supply of flooring materials and flooring installation services                    | \$1,000 - \$350,000    | \$1,000,000 +                    |

## Ability to Sell and Deliver Service Nationwide

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

| Line Item | Question                                      | Response *  |
|-----------|---|---|
| 25        | Sales force.                                  | <p>Mannington Commercial has over 130 trained and qualified representatives throughout the contiguous United States. We enhance our local efforts by dividing the country into eight geographic regions to insure responsiveness and best-in-class customer service. Each region has its own management team. All Mannington representatives and management staff are direct employees and are evaluated and compensated for after-market service capabilities and history. At Mannington we truly believe that we have to earn your business with every order.</p> <p>As the industry's only manufacturer of soft and hard surface products available through one salesforce, we have built a management team that is uniquely tailored to address each area of need in an account of this magnitude. Not all manufacturers are able to provide service and products on a local, national, and global level. Our experience in this practice brings an unmatched level of qualifications that our competitors cannot match. Accountability for every step of our products' life, from development to manufacturing to pricing and delivery, is managed and controlled by Mannington. Without this level of ownership, a manufacturer cannot guarantee 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> |
| 26        | Dealer network or other distribution methods. | In addition to Mannington's dedicated staff, we have over 400 qualified and authorized Dealer/Installer partners throughout the United States – with saturation in the top 200 market places. Mannington Commercial products are sold through an independent commercial dealer network and are available at over 4,000 US locations.  |

|    |  |   |   |
|----|--|---|---|
| 27 | Service force.   | <p>Mannington has a sales support team dedicated to servicing large end users like Sourcewell members. Mannington's approach to Account Management is to provide an on-going, long-term relationship to accommodate your needs. This approach necessitates a team effort on behalf of the different representatives in your area: District Manager (Local), Strategic Accounts Manager (Regional/ National/ International), Manager of Strategic Account Services and Customer Service (National/International). We recognize that our continued success in the marketplace is contingent upon providing the best performing products and warranties available, along with providing world-class customer service.</p> <p>We will provide Sourcewell members with designated Mannington contacts that are accountable for the highest levels of service and customer satisfaction. Our sales &amp; marketing, manufacturing, product development, service operations, administrative functions and warehousing are all located on the same 140+ acre campus. This unique structure allows for fast, flexible, and focused communications and results. Your service team consisting of Strategic Account Services, Customer Services and Shipping Services all report directly to members of the Executive Team, promoting focus and responsiveness to your needs. At all times, we're ready to work with your project managers, designers, and consultants to facilitate ease of ordering and successful project completion. This service team represents approximately 100 associates.</p> | * |
| 28 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>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 three to five 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.</p> <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. You will also be assigned a Strategic Accounts Specialist. The Strategic Accounts Department will have direct knowledge of your account at all times. They will create a program launch announcement and distribute it through electronic and hard copy versions ensuring all stakeholders are aware of the agreement and its details.</p>   | * |
| 29 | Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.   | Not applicable - Mannington can service any geographic areas of the United States.  | * |
| 30 | Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Not applicable - Mannington can service all Sourcewell Member sectors.  | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.  | Not applicable - there are no specific contract requirements or restrictions for members in Hawaii, Alaska, and US Territories.   | * |

## Marketing Plan

| Line Item | Question   | Response *  |
|-----------|--|---|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Upon award, Sourcewell's Account Representative Jody Steger will host a webinar for Mannington's many regional District Managers around the country with an in-depth explanation of the Sourcewell contract. 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 extensive training programs at both Calhoun and Salem 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. Additionally, Mannington Commercial field sales associates will be advised of the national agreement and provided with sales directives on how to implement and execute at the local level should there be a need.</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. As detailed above, a program launch announcement will be created and offered for distribution to participating/ eligible member agencies through electronic and hard copy versions. The distribution list 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> |
| 33        | 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>   |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>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>  |
| 35        | 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>  |

## Value-Added Attributes



| Line Item | Question  | Response *   |
|-----------|---|--|
| 36        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Mannington would be happy to provide both installation and maintenance training on all of our products. For installation, we can offer on-site training to any labor provider you 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. We can also provide maintenance training to all of your facility's in-house or contracted maintenance crews. Our maintenance specialist, Richard Price, will conduct training programs specifically tailored to your traffic and soiling levels and your specific flooring types. Both of these types of training are offered at no charge.</p>   |
| 37        | Describe any technological advances that your proposed products or services offer.  | <p>Mannington has a number of industry-leading product innovations that we believe may be of particular interest:</p> <p>QuickStix - One of our newest innovations is "QuickStix" pre-applied LVF, carpet tile, and resilient sheet adhesive that is warranted for subfloor moisture levels up to 99%. When you receive QuickStix, it is ready to be installed. It sticks and sets immediately and allows you to resume traffic on the floor with zero wait time. QuickStix water-based adhesive technology does away with the need for adhesive pails, trowels, and hours of labor.</p> <p>Mannington Silent Solution - Another option is our Silent Solution sound abatement underlayment that can be used with any of our glue-down luxury vinyl flooring products. Silent Solution is an advanced underlayment technology that meets or exceeds all IIC sound requirements with a rating of 62, outperforms competitive products on indentation resistance, and offers a full floor system warranty from one manufacturer – Mannington Commercial.</p> <p>FreLock Tabs Adhesive System – A dry installation system with the flexibility to be a floating floor or to adhere to the subfloor, FreLock Tabs can be used with Mannington's Infinity carpet tiles. FreLock Tabs are applied directly to the back of each carpet tile during installation – odorless, clean, hassle-free, and designed to perform. With FreLock, there's no need for wet adhesives, buckets, trowels, and messy adhesive clean-up, and FreLock allows for immediate foot traffic on the installed carpet.</p> <p>XpressStep Spray Adhesives - XpressStep is a water-based spray adhesive recommended for installations of modular carpet tiles, luxury vinyl tiles, and resilient sheet goods over porous and non-porous substrates. It is particularly convenient since it can be used in occupied buildings and greatly reduces the handling and application requirements associated with conventional adhesives. XpressStep has very low odor and VOCs. XpressStep is also rated for much higher subfloor moisture levels than standard trowelable adhesives.</p> <p>Infinity 2 MG – Mannington Infinity 2 MG Carpet Tile Backing is an ideal flooring solution for high moisture slabs. In specific applications, Infinity 2 MG allows up to 99% RH and 12 pH. The backing is designed to let the tile breathe, protecting your carpet investment and permitting quick-turn installations. Infinity 2 MG is available on almost all Mannington carpet tile styles and sizes, and carries a lifetime limited warranty.</p> <p>ConnectStep One-Piece Tread/Riser Combo – Our ConnectStep one-piece tread and riser system is unique to Mannington Commercial. Fast and simple to install, ConnectStep offers a seamless flow that looks great and is easy to clean. ConnectStep is available in both round and sculptured profiles and visually impaired options. ConnectStep automatically adjusts for step depths between 9 ½" and 13", allowing for adjustments to varying riser heights.</p> <p>Cirro &amp; rEvolv Vinyl-Free Flooring – Many end users are more and more concerned about the use of vinyl in their environments. Mannington Commercial can offer you vinyl-free flooring options on both the hard surface and carpet sides of the flooring spectrum. Cirro non-vinyl resilient planks and tiles are made without PVC or phthalates, contain recycled content, and are crafted to perform under high traffic. rEvolv is Mannington's 100% PVC-free modular carpet tile backing system that carries a full lifetime warranty against edge ravel, delamination, zippering, doming and dishing, and it has an impermeable moisture barrier backing system.</p> |



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| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Our Policy - 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. With the idea that "Actions Speak," we focus on what we as a flooring company can do to increase our operational efficiency and product performance while decreasing our use of resources and our impact on our surroundings.</p> <p>Energy Leadership – With one of the largest solar arrays in the flooring industry (3.3 acres in Salem, NJ) and ambitious goals to improve energy efficiency by 25% over 10 years, we have an on-going partnership with the Department of Energy to lead manufacturing into smarter energy use as well as to reduce related carbon emissions.</p> <p>US Manufacturing – Mannington is a fourth generation, family-owned company deeply committed to US manufacturing. We make flooring in eight communities across the US, allowing us to provide the highest levels of service and quality in the industry, while supporting local economies and crafting quality American-made products.</p> <p>Recycled Content – We actively seek out waste streams that clog America's landfills, looking for innovative ways to use recycled content in new products. We reclaim post-consumer carpet and tile from other flooring companies, as well as tires, telephone books, automotive glass, and other waste streams that contribute to landfills, incorporating them into carpet and hard surface flooring.</p> <p>Climate Registry – Mannington is committed to reducing our greenhouse gas emissions by 25% over 10 years. Since 2007, a 10% reduction can be attributed to energy efficiencies, process efficiencies, and use of renewable energy. Additional information can be found at <a href="http://theclimateregistry.org">theclimateregistry.org</a>.</p> <p>Sample Return – We offer a postage-paid return label for every commercial product sample that we ship. So when you are finished with your project, you can return the sample and we will send it on the next user. And at the end of its useful life, we donate samples to local charities, churches, schools, and civic groups.</p> <p>End Of Life - Our LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. Mannington's LOOP program will take any manufacturers' carpet, not just our own. Many times, reclamation and recycling comes at no cost to the end user.</p> <p>Mannington Solar Arrays - Mannington Mills installed more than two acres of solar voltaic arrays at the company's New Jersey facilities to help power its operations in 2008 and expanded this system in 2010. The solar arrays are installed over 7 separate rooftops of our facility, covering 3.3 acres with 3,692 panels over our heads. The arrays generate nearly 1,000,000 kWh per year of emission free, renewable electricity.</p> <p>Water Resources - Water is a precious natural resource, but it is also a key component in manufacturing every product we make. Mannington is diligently working to reduce its use in our processes. For example, our Georgia carpet manufacturing facilities reduced water consumption by 35%. Much of this progress is due to improved dyeing methodologies. Other actions are as simple as converting mowed lawns at our facilities to natural landscaping and creating wildlife habitats with wildflowers and native grasses to reduce water use. The results are both smart and beautiful.</p> <p>Erosion and Runoff - A few years ago, some wetlands adjoining our New Jersey location lacked a transitional area between land and water, also called a 'riparian buffer.' In nature, these overgrown areas next to a stream or estuary stop erosion and sediment runoff, provide cover, and offer needed food and shade to fish and animals. Along with the Partnership for the Delaware Estuary, the US Fish and Wildlife Service, NJ Audubon Society, and local schools, we planted thousands of native shrubs and trees alongside our facilities. By planting these riparian buffers, we established areas of shrub-scrub habitat with a life expectancy of over 30 years (eventually succeeding to forest). During the first 30+ years of establishment, the project will provide habitat for bird species of concern: blue-winged warbler, eastern kingbird, brown thrasher, prairie warbler, eastern towhee and field sparrow. To learn more visit the New Jersey Audubon and the Delaware Estuary.</p> <p>Honeybees – In 2009, as part of an effort to show how industrial enterprise can coexist with the agricultural and farming community and positively contribute to both, Mannington's New Jersey corporate site began to house honeybees. We now have five hives in Salem, NJ and four hives in Eustis, FL. The honeybees are thriving and each year we are able to enjoy and share the honey we produce.</p> <p>Purple Martins – In the mid-1980s, we began attracting migrating birds called Purple Martins to our New Jersey manufacturing campus as a more natural alternative to the use of pesticides. The "Purple Martin Project" has proven to be an incredibly environmentally friendly and cost effective way to control insects. Our employees are engaged in banding and tracking the birds.</p> <p>Assurances - Being honest about what we're doing, without over-claiming or misleading, is the fabric of who we are. And by speaking publicly about our environmental initiatives, we are always open to suggestions on what we can do better.</p> |
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| <p>39</p> | <p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p> | <p>Government, consumers, and manufacturers have all come to recognize the importance of improving environmental management and product sustainability. As such, all of our products lines are covered by Environmental Product Declarations and are represented in the Origin/Mindful Materials database. We also have Health Product Declarations available for all carpet products, as well as Declare certification for our rEvolv PVC-free carpet tile backing. 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 many products recognized by these organizations.</p> <p>ISO 14001 and 9001 Certified<br/>The International Organization for Standardization (ISO) develops various standards that are recognized worldwide. Mannington has a variety of operations certified to two of these standards. ISO 14001 is an environmental standard that provides a system for continual improvement in environmental performance. ISO 9001 is a quality standard that provides a system to continually improve quality to enhance customer satisfaction.</p> <p>NSF / ANSI-140 Certification<br/>To achieve this rating, products are judged on a wide variety of environmental impacts and improvements in this life-cycle, consensus-based standard. Listed below are Mannington's carpet products that have been recognized for meeting these standards: Mannington Infinity Modular - NSF / ANSI-140 Gold, Mannington rEvolv Modular Carpet Tile - NSF / ANSI-140 Platinum, Mannington UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Mannington Integra HP Broadloom Carpet - NSF / ANSI-140 Gold.</p> <p>NSF / ANSI-332 Certification<br/>Mannington's resilient products have also achieved NSF/ANSI-332, Sustainability Assessment for Resilient Floor Covering, similar to NSF/ANSI-140, but for resilient flooring. This standard covers Product Design, Manufacturing, Performance, Durability, and Progressive Corporate Governance. We are proud that the following Mannington products have been recognized for meeting NSF/ANSI-332 Gold: Mannington's Heterogeneous Sheet Flooring products: BioSpec FB, Terrene, BioSpec RE and Mannington's Homogeneous Sheet Flooring products: BioSpec MD, BioSpec SR, Assurance II, Color Anchor.</p> <p>Indoor Air Quality Certifications<br/>Green Label Plus - Mannington is proud to achieve the rigorous requirements of the Green Label Plus (CRI GL+) program. GL+ is a certification program that measures the low Volatile Organic Compound (VOC) emissions of carpet products and their adhesives. All Mannington's running line carpets and adhesives are CRI GL+ certified.<br/>FloorScore – FloorScore is an independent certification for hard-surface flooring products that comply with the VOC emissions criteria of the state of California Section 01350 program. More than 30 different Mannington products have received FloorScore certification in the tile, resilient sheet, and rubber. The FloorScore program certified hard surface flooring products are a compliance path to LEED Credit EQ4.3 Low-Emitting Materials.</p> <p>LEED<br/>As part of our environmental commitment, we have been a member of the U.S. Green Building Council (USGBC) since 1998. This non-profit coalition of building industry companies and organizations has developed nationwide standards to support and validate green building design, construction, and operations. It has also developed the Leadership in Energy and Environmental Design (LEED) rating system. The system provides third-party certification for construction and renovation projects, as well as design guidelines and professional training and accreditation services. Mannington products that can contribute to LEED credits include: running-line carpet products that hold Green Label Plus certification, commercial hard surface flooring which meets FloorScore requirements, adhesives and sealants that meet SCAQMD Limit for VOC Emissions, a variety of hard and soft surface products containing recycled content, east coast manufacturing that can contribute to nearby regional projects, entryway carpet systems, carpet reclamation to help address construction waste management, and wood products with no-added formaldehyde.</p> |
| <p>40</p> | <p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>    | <p>While Mannington is not a WMBE or SBE, we seek out and will work with women-owned, small business, disabled veteran-owned business, Native American owned business and others in fulfillment of the Sourcwell contract. We encourage supplier diversity by actively developing relationships with minority and women-owned businesses that supply goods and services necessary for the manufacturing of our product as well as provide installation and other services such as those represented in the Sourcwell contract.</p>  |

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| <p>41</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p> | <p>Mannington highly values our relationship with our customers. We work tirelessly to provide the highest quality products at competitive prices. Even so, we continue to strive to improve the quality and performance of our products as well as a continued effort to reduce the overall manufacturing costs, a savings which we can pass on to you. Below we'd like to highlight some of our differentiating characteristics:</p> <ul style="list-style-type: none"> <li>-- 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, Performance Back Broadloom &amp; Carpet Tile), Non-Vinyl Resilient Plank, Resilient (Sheet, LVT), Wood, and Rubber, as well as all necessary adhesives and flooring accessories (transition strips, wall base, etc).</li> <li>-- We are always looking for ways to improve our efficiencies and reduce your overall costs at Mannington. Our ability to bundle all of your flooring provides you with a true value-added proposition by reducing the overall cost of all your flooring needs. And, we can streamline not only the order process, but also coordinate 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.</li> <li>-- We have a dedicated Strategic Account Customer Service Manager to handle all orders and logistics for you. We work to make all lead times are 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.</li> <li>-- We go to market as a true branded Type 6.6 Nylon fiber manufacturer. We have more running line carpet styles with Antron fiber than any other carpet manufacturer.</li> <li>-- Mannington allows our clients the opportunity to divert their used carpet from landfills by using our LOOP reclamation program. And we will take carpet from any manufacturer, not just our own.</li> <li>-- Mannington's commitment to quality and performance is reflected in our world class claims ratio and service levels. The industry average for claims 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 (&lt;0.05%). For the previous decade, our claims ratio has been well in excess of five times better than the industry standard. Mannington also measures our service performance daily to make certain we are meeting the needs of our customers. Our current service levels are at 99.4%. These service levels reflect Mannington's ability to always put our customers' needs first.</li> <li>-- Mannington is a fourth generation, family run company based in New Jersey, whose philosophy is "To Be The Best People To Do Business With In The Flooring Industry." Our values include: Care; Do the Right Thing; Work Hard/Play Hard; and Control Our Own Destiny. We've been recognized as a leader in product innovation as well as operational excellence and environmental stewardship.</li> </ul> |
| <p>42</p> | <p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>   | <p>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 Sourcewell 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.</p>  |

## Warranty

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

| Line Item | Question   | Response *   |
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| 43        | Do your warranties cover all products, parts, and labor?   | Yes, Mannington's warranties cover the cost of all replacement parts and labor to replace any defective area, with the exception only of furniture removal.  |
| 44        | 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, this Warranty applies 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 recommended procedures.       |
| 45        | 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.  |
| 46        | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | Not applicable; Mannington can provide a certified technician to perform warranty repairs not only throughout the US and Canada, but around the world.   |
| 47        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?   | No, Mannington can only provide warranty service for products that we have manufactured and supplied.  |
| 48        | What are your proposed exchange and return programs and policies?  | A courtesy return is an instance where we may agree to return unused carpet when there are no manufacturing issues. Courtesy returns are not automatic, nor uniform in the amount assessed for restocking charges. Many variables enter into the assessment of the restock fee amount, not the least of which is our ability to re-dispose of the material. Mannington retains exclusive authority in these matters and expressly reserves the right to deny any and all courtesy type returns. 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. All courtesy returns must be first approved by Mannington. 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. |
| 49        | Describe any service contract options for the items included in your proposal.   | Not applicable; Mannington is not offering service contract options.   |

**Payment Terms and Financing Options**

| Line Item | Question   | Response *   |   |
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| 50        | What are your payment terms (e.g., net 10, net 30)?  | Net 30   | * |
| 51        | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?  | Not applicable   | * |
| 52        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | <p>We will provide an account number and a dedicated Customer Service representative to handle orders for all Sourcewell member organizations. This account number is tied to your contract details, ensuring that all Sourcewell members will receive the pricing and terms agreed to in our contract, whether ordering direct from Mannington or through one of our dealer partners. Through this account number, we can provide any reports you may require, including quarterly sales reports.</p> <p>Our goal is to provide a seamless transaction for your contract. We work very hard to be a company that is easy to do business with. With these two objectives as our main focal point, we are constantly training and cross training our internal sales and support staff to perform multiple tasks in the event of personnel loss or emergency. You can expect each team member assigned to your account to have two dedicated back-ups at all times. These internal team members will process Sourcewell members' purchase orders. With this type of program in place, Sourcewell members can be ensured that any unexpected changes in our internal staff will not be reflected in the quality of service that we deliver.</p> | * |
| 53        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?  | Mannington does accept P-cards from most government agencies at no additional charge. We also accept major credit cards for a small fee of 2.3% per transaction.   | * |

## Pricing and Delivery

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 54        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | 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. Pricing includes all freight to the continental US and a 2% administrative fee.  |
| 55        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts range from 5%- 45% off list pricing.   |
| 56        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts will be negotiated on an order by order basis.  |
| 57        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | This is typically offered upon request and availability. Quotes will be supplied for each request, as applicable.  |
| 58        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>All of the 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.</p> <p>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.</p> <p>Adhesives are not included in the material prices; they are included as a separate line item.</p> <p>Finally, taxes are additional costs that are not included in the material prices.</p>   |
| 59        | If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.  | All product pricing is delivered pricing (freight included) to the continental United States. Fees for inside delivery, lift gate, after hours delivery, etc. are additional charges.  |
| 60        | 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.   |
| 61        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Mannington has approximately 2,500+ associates between nine separate manufacturing locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Epes, AL, Madison, GA, Conyers, GA, Umatilla, FL, San Jose, CA, and Coventry, England. We also have more than 16 distribution partners across the United States. 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, not just on the east coast. Currently, we have over 100,000,000 square feet of capacity for our full breadth of product offerings. |

**Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments  |
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| 62        | d. other than what the Proposer typically offers (please describe). | Mannington offers some municipalities, universities, and school districts the same pricing as offered in this proposal. We also have many GPOs and other state contracts that have higher prices than the pricing offered in this proposal. For some of our agencies that are larger volume purchasers, Mannington sells at a discounted price (much like our current Sourcewell contract). |

**Audit and Administrative Fee**

| Line Item | Question   | Response *   |
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| 63        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.   | Mannington's local sales managers that have negotiated the pricing for the Sourcewell member on a job by job or project basis is 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. |
| 64        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | 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.   |

**Industry Specific Questions**

| Line Item | Question | Response * |
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| 65 | Describe how your products contribute to or promote the health, quality of life and well-being of our members and others. | <p>Sustainable practices will be incorporated into product selection via our microsite that we will create specifically for the University. This microsite will highlight Mannington products that meet Sourcewell's criteria based upon recycled content, PVC-free, etc. For the design firms working on your projects, our architect folders will clearly state these same differentiators.</p> <p>In terms of material sourcing, 98% of the product Mannington Commercial brings to market is domestically manufactured directly by Mannington. This means no additional footprint of containerized transport. As all product is manufactured in the US, we can make your product in a timeframe based upon your orders within our system and when those orders must be delivered. We don't need to overproduce product or bring in large standing inventory because the material has to be transported across oceans. And because we manufacture our own material, we ensure that our sustainable practices start with manufacturing processes that meet the highest ISO guidelines in EPA regulated domestic facilities. It is something to consider and is often over-looked.</p> <p>In addition, Mannington is providing Sourcewell with multiple environmentally-friendly products. All of our product lines can contribute to LEED certification, the WELL Building Standard, and meet applicable indoor air quality testing (CRI Green Label Plus for carpet and FloorScore for hard surface). To further help with your selection process, all of our product lines are covered by Environmental Product Declarations and are represented in both the Origin/Mindful Materials and Pharos databases.</p> <p>Vinyl is a product component that many end users are beginning to shy away from. In certain end use applications, vinyl is a necessary component to maintain the performance levels needed for sensitive environments like operating rooms and high-use environments like airports and schools. But day by day, product by product, Mannington is reducing vinyl in our newest flooring options. For example, our Cirro non-vinyl resilient tile and plank flooring has the look you would expect from luxury vinyl or even real hardwood, but it is completely free of vinyl, phthalate, halogen, and formaldehyde, while still carrying the same 10 year warranty as many of our other resilient flooring options. For our soft surface options, Mannington has produced another environmentally-forward innovation with rEvolv, our 100% PVC-free modular carpet tile backing system. rEvolv is certified NSF/ANSI-140 Platinum and has a Declare label. But don't worry, you won't be sacrificing performance for sustainability. rEvolv is backed with our non-prorated lifetime warranty -- guaranteed not to edge ravel, delaminate, zipper, dome or dish, and it has an impermeable moisture barrier backing system.</p> <p>Mannington has the ability to bundle all types of commercial flooring in one delivery – Carpet (Broadloom &amp; Carpet Tile), Resilient (Sheet, LVT), Wood, and Rubber, as well as all adhesives and flooring accessories (transition strips, wall base, etc.) – which translates to not only lower shipping costs to you, but also less impact on the environment. In addition, we operate eight distribution centers across the US, which means that your material will have the shortest possible distance to travel to get to you. And, Mannington uses multiple national distribution trucking suppliers, of which more than 15 are involved in the EPA's SmartWay program.</p> <p>On the installation side, all of our Mannington's adhesives meet applicable indoor air quality requirements for certification under both LEED and WELL and comply with the VOC limits currently established by the South Coast Air Quality Management District Rule 1168 and CHPS 01350. All carpet adhesives are certified by the Carpet &amp; Rug Institute under their Green Label Plus program, and most hard surface adhesives are FloorScore certified.</p> <p>Sustainability is an integral part of Mannington's corporate identity. Mannington Mills was founded in 1915 with one core value in mind: Do The Right Thing. For many years now, "Do The Right Thing" has included doing the right thing for the environment that we all share. In every product that we manufacture and develop, we are just as concerned with how that product impacts the environment as with its aesthetic appeal and performance levels.</p> |
| 66 | Describe your capability to track and report sales to Sourcewell members by your dealer network.                          | <p>Upon award, your Strategic Account Contract Number will be utilized for your members that will allow access to the pricing submitted within this bid. This contract number will be used both for direct orders and for orders through our distributor partners. We can accommodate periodic reports by member location providing each location establishes an account with Mannington; those accounts would then be tied to the contract. Mannington currently provides the following reports to many of our strategic accounts:</p> <p>Net Sales Report – This report is available quarterly and provides details such as: total purchase dollars by product, total material quantity shipped by product, order number and date, invoice number and date, and purchase order number.</p> <p>This report can be modified to meet your needs. In addition, Mannington can also supply various other reports upon request such as product reporting, Turn-Key, or sales reports on environmentally green products.</p>   |



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| <p>67</p> | <p>Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?</p>                                 | <p>One of Mannington's corporate commitments is to employ environmental conscience and life cycle thinking in the design of our products. Often times, it can be a balancing act when engineering new flooring products. Do we focus more on a potential product's environmental "greenness" or on its performance levels? Ultimately, we try to do both.</p> <p>In terms of sourcing of raw materials, Mannington has been using a consistent and broad supply chain assessment system for many years. It is focused on the wide array of important attributes we count on from our suppliers, including quality, safety, timeliness, financial, and social performance. Environmental responsibility is a key facet of the audit and certification program. We keep an 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.</p> <p>Some of the items we are able to reuse or recycle in our facilities include:</p> <ul style="list-style-type: none"> <li>-- Core and Yarn Tube Reuse and Recycling - Once our New Jersey location is finished with the 12-foot felt and paper handling core tubes, we ship them to our operation in Georgia, where they are cut in half and used as shipping cores for carpet. And the tubes on which yarn is shipped to us can be reused in our yarn twisting, metering, and doubling operations. Once they are too worn to use, the tubes are crushed, bailed, and recycled.</li> <li>-- Metal and Plastic Yarn Handling Bins - Mannington has replaced the traditional cardboard boxes in which yarn lots are stored with metal wire and plastic bins. Stackable, flexible, and more secure than cardboard boxes, they have saved a few squished toes along with resources.</li> <li>-- Resilient Trim and Carpet Yarn Reuse - Most of our production waste can now be recycled into our products. Carpet waste is agglomerated - heated and ground - and used for 40% of our hard-surface BioSpec RE flooring. Hard-surface flooring can be finely ground, mixed with agglomerated carpet, and recycled into our Infinity RE carpet backing.</li> <li>-- Test Installation Scrap - We install a lot of carpet, some just for the fun of it - or at least for the edification of our installers. Whenever we take up one of these test floors, we reclaim the flooring for recycling just as we encourage you to do with your installation -- though we would hope you leave your Mannington flooring down for quite a bit longer than we do in our training facility.</li> <li>-- Other Carpet Waste - Carpet waste that cannot be reused in production is sold as poundage to stuff pillows, toys, and other soft textile products. What we can't use is either used by others or reclaimed and broken down into their original process chemistry for reuse or recycling.</li> </ul> <p>As relates to the delivery of our materials, Mannington uses multiple national distribution trucking suppliers. More than 15 are involved in the SmartWay program. One of our targets is to increase the ratio of SmartWay transporters versus those not affiliated with SmartWay.</p> <p>Finally, Mannington's LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. We will take any manufacturers' carpet, not just our own. Many times, this material can be cleaned, sanitized, and re-used by those whose budgets would not allow for the purchase of new carpet, allowing us to give back to the communities that support us and our employees.</p> |
| <p>68</p> | <p>Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).</p> | <p>Mannington can easily modify our existing sales reports to include information such as recycled content, availability of EPD and/or HPD, FloorScore or CRI Green Label Plus Indoor Air Quality Certification, Declare Label, NSF/ANSI certification, etc. as needed.</p>   |
| <p>69</p> | <p>Describe the extent to which your products contain recycled content or are recyclable.</p>  | <p>Most of our flooring products contain recycled content. Recycled content percentages vary depending on product type (i.e., carpet, lvt, resilient sheet, rubber, etc.). For carpet tile, the average recycled content for our standard backing system – Infinity – is 34% (30% pre-consumer, 4% post-consumer); for broadloom carpet, the average recycled content for our Integra HP backing is 12% (6% pre, 6% post); and for our UltraBac RE broadloom backing, the average recycled content is 28% (8% pre, 20% post).</p> <p>On the hard surface side, our resilient sheet flooring has a recycled content average of 5%, with our BioSpec RE having 15% pre- and 20% post-consumer recycled content, and Mannington's non-vinyl tile and plank Cirro contains an average of 5% recycled content. Finally, our rubber flooring products offer an average recycled content of 14%, with our Reset product having up to 91% post-consumer recycled content.</p>   |

## Exceptions to Terms, Conditions, or Specifications Form

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
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## Documents

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

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

- [Financial Strength and Stability](#) - 2019 D&B Report - Mannington Commercial.html - Monday August 05, 2019 13:36:42
- [Marketing Plan/Samples](#) - Sourcewell - Mannington Dealer Flyer.pdf - Monday August 05, 2019 13:38:32
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Mannington Product Warranties.zip - Wednesday July 31, 2019 08:39:09
- [Pricing](#) - Mannington Commercial - Price List Sourcewell 2019 RFP.pdf - Thursday August 08, 2019 11:03:15
- Additional Document (optional)

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

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

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

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

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

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

Yes  No

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

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

**AMENDMENT #1  
TO  
CONTRACT #080819-MMI**

THIS AMENDMENT is by and between **Sourcewell** and **Mannington Commercial, a business unit of Mannington Mills Inc.** (Vendor).

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

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Contract, is deleted in its entirety.

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

**Sourcewell**

**Mannington Commercial**

DocuSigned by:  
 By: Jeremy Schwartz  
 Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:  
 By: Brad Root  
 Shannon Root

Date: 7/20/2021 | 5:29 PM CDT

Title: Senior Vice President Sales & Marketing

Approved:

Date: 7/20/2021 | 9:19 AM PDT

DocuSigned by:  
 By: Chad Coquette  
 Chad Coquette, Executive Director/CEO

Date: 7/20/2021 | 5:51 PM CDT