



ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS
EQUALIS GROUP: COMMERCIAL FLOORING MATERIALS WITH INSTALLATION AND
RELATED SERVICES & SOLUTIONS

Table of Contents

Section 1.	General Guidelines.....	2
1.1.	Instructions for Completing Attachment A.....	2
1.2.	Trade Secrets.....	2
1.3.	Attachments.....	2
Section 2.	Initial Qualifying Criteria.....	4
2.1.	Completing & Submitting Initial Qualifying Criteria Documentation.....	4
Section 3.	Bidder Overview & Qualifications.....	5
3.1.	Company Information.....	5
3.2.	Financial Strength & Legal Considerations.....	5
3.3.	Industry Qualifications.....	7
3.4.	Public Sector Focus.....	8
3.5.	Customer References.....	9
3.6.	Insurance Coverage.....	10
Section 4.	Products and Services.....	12
4.1.	Products.....	12
4.2.	Manufacturing.....	14
Section 5.	Services.....	16
5.1.	Turnkey Capabilities.....	16
5.2.	Installation.....	16
5.3.	Other Services.....	17
Section 6.	Sustainability.....	19
6.1.	Sustainability, Reclamation, and Recycling Initiatives.....	19
Section 7.	Business Operations.....	24
7.1.	Customer Service.....	24
7.2.	Order & Invoice Processing; Payment.....	25
7.3.	Members Contracting for Services.....	26
7.4.	Bonding Capabilities.....	26
Section 8.	Warranty.....	27
8.1.	Warranty.....	27
Section 9.	Additional Features & Other Offerings.....	28
9.1.	Additional Features.....	28
9.2.	Additional Offerings.....	29
Section 10.	Partnering with Equalis Group.....	30
10.1.	Bidder Organizational Structure & Staffing of Relationship.....	30
10.2.	Contract Implementation Strategy & Expectations.....	32
10.3.	Administrative Fee & Reporting.....	33

Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). [Attachment A](#) is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of [Attachment A](#) structured like the example below, simply click in the green cell on the “Click here to enter response” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Mannington Commercial is a business unit of Mannington Mills, Inc. , headquartered in Salem, NJ with manufacturing facilities across the United States. Mannington was founded in 1915 and has been privately owned by the Campbell family for four generations. We offer the contract market a comprehensive range of multiple hard and soft surface flooring options, all available through one sales force.		

For sections of [Attachment A](#) structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team’s (“PRT’s”) consideration, click in the green cell on the “Click here to provide additional commentary, if necessary.” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mannington’s turn-key installation services are provided through our ProSolutions Department. Mannington has both in-house installers as well as established relationships with installation partners across the country to provide installation services nationwide. But through our turn-key program, Mannington will manage the entire project from production of materials through completion of labor, and also is an integral part of the pre-planning stages. Internally, our ProSolutions Department is fully equipped to monitor inventory levels and establish future material needs while maintaining all shipment and project deadlines. This feature allows for an assigned budget price for flooring on every project.		

1.2. Trade Secrets

Bidders are encouraged to review [RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer](#) in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). For example, you may want to include brochures, charts, or graphs in response to specific



questions included in this **Attachment A**. Bidders should clearly state in their response to questions in **Attachment A** whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 3.2.1**, the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf*.

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Section 2. Initial Qualifying Criteria

2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.

2.1.1.	Attachment C – Required Bidder Information & Certifications. This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
Mannington has completed and uploaded Attachment C as requested.	
2.1.2.	Attachment D – W-9. Bidders must complete the W-9 form and include the completed W-9 form in their response.
Mannington confirms both Attachment D forms are completed and uploaded as requested.	
2.1.3.	Does your proposal include the properly completed and executed Attachment C and Attachment D ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	

Section 3. Bidder Overview & Qualifications

3.1. Company Information

3.1.1.	Company Name & Address.	
Company Name:	Mannington Commercial	
Headquarters Street Address:	1844 US Highway 41 SE	
City, State & Zip Code:	Calhoun, GA 30701	
Main Telephone Number:	1-800-241-2262	
Website:	www.manningtoncommercial.com	
3.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Mannington Commercial is a business unit of Mannington Mills, Inc and was founded in 1915. Mannington is a privately-held, fourth-generation, family-owned company. We not have changed our business name since our founding.		
3.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
&	Corporation – provide the State of incorporation and the company ownership structure.	Mannington is a privately-held corporation that was incorporated on October 6, 1927 in Salem, New Jersey.
&	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
&	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
&	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
&	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

3.2. Financial Strength & Legal Considerations

3.2.1.	Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of <u>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</u> and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this <u>Section 3.2.1.</u> for Bidders that do not provide any financial information will be zero/fails to meet.</i>	
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While Mannington is privately held and cannot disclose the details of our financials in this RFP submittal, D&B Hoovers publishes our estimated revenue at approximately \$750MM. We would be glad to meet with you and provide details to substantiate our financial strength and the long-term vision of Mannington. We are consistently ranked fifth in annual revenue among US flooring manufacturers. Our global sales revenue represents approximately 14% of our total company revenue.

Mannington's 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. This move establishes Mannington as an early leader in the new trend of "on-shoring" – bringing more jobs back to American shores – and also brings faster, more responsive customer service, including a 7-day turnaround for luxury vinyl products, as opposed to the industry standard of 14 to 17 weeks.

3.2.2. **Bankruptcy & Insolvency.** Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.

Not applicable – Mannington Commercial has had no bankruptcies or insolvencies.

3.2.3. **Litigation.** Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, liquidity, or results of operations.

3.2.4. **Mandatory Contract Performance Disclosure.** Pursuant to RFP Section 3.13, disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Not applicable – Mannington has had no such claims.

3.2.5. **Mandatory Disclosure of Governmental Investigations.** Pursuant to RFP Section 3.14, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Not applicable – Mannington has had no such governmental actions or investigations.

3.3. Industry Qualifications

3.3.1. *Company Identification.* How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Based on your answer, please provide a response to question 3.3.1.1 or 3.1.1.2.

Mannington Commercial is a manufacturer.

3.3.1.1. *Authorization.* If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?

Not applicable – Mannington is a manufacturer.

3.3.1.2. *Network Relationship.* If your company is best described as a manufacturer or service provider, please describe your direct sales and service force and how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. Is your direct sales force employed by your company or by a third party? Please explain.

Our sales & marketing, manufacturing, product development, service operations, administrative functions and warehousing are all located on the same 140+ acre campus – our Commercial Headquarters in Calhoun, GA. This unique structure allows for fast, flexible, and focused communications and results. Your service team consisting of Sales Management, Strategic Account Services, Customer Service, and Shipping Services all report directly to members of the executive team, promoting the highest levels of focus and responsiveness to meet your needs. This service team represents approximately 100 associates.

Our model is designed to provide your Members’ facility managers, contractors, and employees with a consistent, local, on-time Mannington experience. Equalis will have a dedicated Customer Service Representative (CSR) at our Commercial Headquarters to handle all product inquiry and order-related functions. And our Strategic Account Services Department, also operating out of our Commercial Headquarters, will assign your account one point of contact (SA Specialist) to assist in requesting samples, technical data, freight consolidation and bundling services, installation options, or product warranties. Your SA Specialist will be responsible for creating and distributing a program launch announcement which will provide pricing, terms and conditions, ordering procedures, and general sales initiatives for the Equalis Agreement. 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.

Mannington’s salesforce is also employed directly by Mannington; they are not third-party sales people. Our District Managers (DMs, local sales people) live and work across the country in the areas that they service. We have divided the country in multiple regions, and each region has a Strategic Account Manager (SAM), who oversees multiple DMs in each area of the country. The next level in our sales hierarchy is our General Sales Managers. All of these levels of our sales force report directly to management at our Commercial Headquarters, ensuring a coordinated approach between sales, customer service, and account support for all our customers, especially those like Equalis with multiple member entities and locations across the US.

3.3.2. *Industry Experience.* For how long has your company been in the commercial flooring and/or related products and services industry? What percentage of your company’s revenue in each of the last three (3) full calendar years was generated from the provision of commercial flooring and/or related products and services?

Mannington has been providing quality high-performance flooring since our founding in 1915. Our parent company, Mannington Mills, is a flooring manufacturer that makes and sells both residential and commercial flooring. As the respondent, Mannington Commercial

represents the commercial division of the operations. With that being said, for this division, 100% of the revenue generated was in some way – whether it be through sales or installation services – related to commercial flooring products or services.

3.3.3. *Geographic Reach.* Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.

Mannington can service the entire United States. Currently, we have over 100,000,000 square feet of capacity across the country for our full breadth of product offerings. Mannington has six separate manufacturing and warehousing locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Madison, GA, Umatilla, FL, as well as a manufacturing facility in Coventry, England. And we have over 130 trained and qualified representatives throughout the contiguous United States, ensuring there is always someone close at hand to respond to any of our locations across the US.

3.3.4. *Certifications and Licenses.* Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

Mannington is not required to maintain any certifications for the manufacture of the flooring types that we produce, however, we do voluntarily maintain several company-wide and product-specific certifications. Mannington has a variety of operations certified to two ISO (International Organization for Standardization) 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.

3.4. Public Sector Focus

3.4.1. *Public Sector Contract Vehicles.* What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide commercial flooring and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?

Mannington holds a GSA Contract (Federal Contract). Several existing cooperatives we currently hold are Sourcewell, NASPO Value Point, Omni Partners, and TIPS. We also currently have over 15 state flooring contracts; New York, Florida, California, and Texas are a few examples of states with whom we have current flooring contracts.

3.4.2. *Public Sector Success.* What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education) and local governments (i.e., municipalities, counties, special districts, and state agencies)?

Mannington is a privately held company and cannot divulge the actual dollar amount associated with our segment sales. However, we estimate our revenue generated by educational institutions to be approximately 30%, with another 5% attributed to other government agencies.

3.4.3. *Public Sector Strategic Growth Plan.* Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions in each of

the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

Mannington is a privately held company and cannot release annual revenues generated. While our activity in the education and government segments have increased revenue-wise, the percent attributed to the education and government segments has remained relatively stable the last three calendar years at 30% education and another 5% to other government agencies. (We do not measure at a granular level to determine counties, local, state, etc.)

Mannington has seen success in education and government sectors by listening to the needs of our end users/customers. One of these needs is a "sole source solution," which would include supplying both labor and material (hard and soft surface) for flooring projects. As a result, we have seen our turn-key business with government contracts grow exponentially over the last three years.

3.5. Customer References

3.5.1. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities such as municipalities, K-12 schools or schools districts, and colleges and universities. Each reference should include:

- Customer name and location;
- Customer contact person and their title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

University of North Florida
 Entity type: College / University
 State: Florida
 Scope of Work: Supply & installation of various types of flooring
 Size of Transactions: \$2,000 - \$800,000; last 3 years: \$1,000,000 +

United States Air Force (AFNAF)
 Entity Type: Federal Government - Military
 State: Texas
 Scope of Work: Supply of various types flooring (Carpet, LVT)
 Size of Transactions: \$1,000 - \$200,000; last 3 years: \$1,500,000+

Indian Lake Schools
 Entity Type: Local School System
 State: Ohio
 Scope of Work: Supply of flooring materials & installation services of various types of flooring.
 Size of Transactions: \$50,000 - \$375,000; last 3 years: \$500,000+

Florida State University

Entity type: Public College / University
 State: Florida
 Scope of Work: Supply of flooring materials and flooring installation services
 Size of Transactions: \$1,000 - \$350,000; last 3 years: \$1,000,000 +

Smithsonian Institution, National Museum of Natural History
 10th Street & Constitution Ave, NW
 Washington, DC 20013
 Contact: Jackie Gubany
 Email: gubanyj@si.edu
 Phone: 202.633.1171

3.6. Insurance Coverage

3.6.1.	<p>General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
3.6.2.	<p>Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
3.6.3.	<p>Third Party Employment Practice Liability – Members. The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

Section 4. Products and Services

4.1. Products

Note: The products priced and included in Attachment B – Cost Proposal will be used to define the products that will be offered to Equalis Group Members.

4.1.1. Product Description(s). Provide a detailed description of the products you are including in your proposal.

CARPET

- **Integra HP** is Mannington Commercial's high performance integrated broadloom backing with multiple environmental attributes, including recycled content. It is available in 9' & 12' (widths for corridors), resists delamination, edge ravel, moisture penetration, pilling and fuzzing, withstands aggressive wet cleanings, and can be chemically welded for an aseptic barrier. Integra HP has a lifetime wear warranty and a lifetime non-prorated backing warranty. This product is third party certified environmentally preferable achieving NSF/ANSI 140 Gold level.
- **UltraBac RE** is Mannington's standard broadloom backing that affords both environmental and performance attributes. UltraBac RE contains 10% post-consumer recycled content and is third party certified environmentally preferable achieving NSF/ANSI 140 Platinum level. All products on UltraBac RE are backed with a lifetime non-prorated warranty to not edge ravel, zipper or delaminate, and maintain superior tuft bind and face wear.
- **Infinity 2 Modular** is a vinyl composite backing that is engineered for strong performance with excellent tuft bind and dimensional stability. It resists delamination, edge ravel, moisture penetration, pilling and fuzzing, and withstands aggressive wet cleanings. Infinity 2 tiles are available in multiple sizes, making installation or replacement easy. Infinity 2 Modular carpet tiles have a limited lifetime wear warranty and a limited lifetime backing warranty, making them excellent for healthcare, education, retail, and corporate facilities. The Infinity 2 backing system is certified NSF/ANSI-140 Gold.

RESILIENT

- With Mannington **Commercial Resilient Sheet Flooring**, you have options no other flooring manufacturer can offer. We are a leading manufacturer in color and design offering flexibility and coordination with sheet, tile, and plank flooring options. We offer Homogeneous, Heterogeneous, Heterogeneous Light, and Slip Resistant variations.
- Resilient flooring that offers the performance and durability needed for today's high-traffic commercial applications, Mannington's **Luxury Vinyl (LVT)** collection now includes Amtico. A balanced collection of visuals in wood and natural materials that can be transformed into countless designs – achieving remarkable realism by combining the latest advances in technology, imaging, texturing, and finishing -- all to create easy installation, design flexibility, and the most authentic resilient products ever developed.

RUBBER

- Mannington offers multiple styles and surface finishes with our **Rubber Tile** options. Each durable and can perform in areas where wear and tear, scuffs, and high traffic are common. Engineered for superior performance, all of our rubber tiles are unsurpassed in durability, cleanliness, and slip resistance.
- Mannington can also provide a **Rubber Sheet Flooring** – Colorfields offers amazing colors, smarter design, and improved textures – all to Mannington standards of performance.
- Mannington offers multiple **Wall Base** constructions, including Thermoset Rubber (Type TS), Thermoplastic Rubber (Type TP), and Vinyl (Type TV), along with millwork base in thermoplastic rubber construction – Edge Effects – with dozens of styles and color options.
- The **Finishing Accessories** that Mannington Commercial can offer include our new Fusion Strip, as well as standard T-moldings, thresholds, and subfloor leveling systems that can be installed under floor types with different thicknesses.

4.1.2.	Differentiators. Describe what differentiates your company's products from your competitors.
<p>We offer the contract market a comprehensive range of multiple hard and soft surface flooring products available through one sales force, with most products manufactured in the US. 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>All of Mannington's products have unlimited custom pattern options so that we can provide the best product technology to fit your individual needs. We know this is important because every project is unique, and within any project different products are needed for different spaces. We build products to perform the right way for a variety of needs, creating an appropriate solution for each challenge. Our high performance product grouping provides total flooring solutions for your facilities, with products that include: Broadloom Carpet (6 ft. & 12 ft.), Modular Carpet Tiles, Resilient Sheet Vinyl (6', 9', 12'), Luxury Vinyl Tile (LVT) and Plank, Rubber Tiles, Cove Base, Stair Treads, Flooring Accessories, and Adhesives.</p> <p>Our experience in developing and manufacturing both carpet and hard surfaces translates to the highest level of performance engineering in our products. As such, we've invested in and developed the following specific technologies to maximize our products' performance and quality:</p> <ul style="list-style-type: none"> ■ We go to market as a true branded Type 6.6 Nylon fiber manufacturer. We have more running line styles with Antron fiber than any other carpet manufacturer. ■ Mannington offers the industry's largest selections of visuals and performance level groupings of LVT. We have everything from a 40 mil wear layer with a 25 year warranty, to a more budget friendly 12 mil wear layer with a 10 year light commercial warranty, with a multitude of styles in between. ■ Mannington also offers a completely PVC free resilient tile and plank line called Cirro. The Cirro Collection features non-vinyl planks and tiles that are made without PVC or phthalates and contain recycled content. It is available in Wood, Stone, and Abstract visuals. ■ Most resilient products have Mannington's Quantum Guard™ HP or Elite finish coat system. These finish coats are patented high performance wear layers with a urethane aluminum oxide topcoat cured by a UV process, which can eliminate the need for polish, strippers, and other harsh cleaning agents due to their cleanability and durability. To maintain a QG floor, simply: i) Sweep regularly and damp mop as necessary to remove ground-in dirt and spills, ii) Use a diluted non-alkaline cleaner to breakup and dissolve more stubborn spots, rinse, and allow to dry, and iii) An autoscrubber can be used periodically for deep cleaning. For maximum efficacy in aseptic areas, no polish is recommended and/or necessary. 	
4.1.3.	Commercial Flooring Product Coverage. Identify which commercial flooring products in sections 4.1.3.1. to 4.1.3.9. are available as a part of your proposal.
4.1.3.1.	Laminate Wood Flooring. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.2.	Engineered Hardwood. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.3.	Solid Wood Flooring. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.4.	Vinyl Composite Tile (VCT). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Click here to provide additional commentary, if necessary.	
4.1.3.5.	Luxury Vinyl Tile (LVT). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.6.	Broadloom Carpet. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.7.	Carpet Tiles. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.8.	Rubber Tile. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
4.1.3.9.	Other Product Types. If yes, please identify and describe the other flooring types included as a part of your proposal. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mannington can also provide homogeneous, heterogeneous, and slip resistant resilient sheet flooring, as well as rubber sheet flooring (Colorfields).	
4.1.4.	Ancillary Products. Provide a detailed description of the ancillary products included as a part of your proposal. Your response may include, but is not limited to, adhesives, trim, or padding.
Mannington manufactures and can supply all adhesives recommended and warranted for use with all our flooring types. We also manufacture rubber and vinyl wall base (Types TP, TS, and TV) and a full catalog of flooring transition options.	

4.2. Manufacturing

4.2.1.	Manufacturing. Describe your manufacturing operations. Your response may include, but is not limited to, any operational advantages and locations of your manufacturing facilities.
Mannington has six separate locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Madison, GA, Umatilla, FL, and Coventry, England. We have over 2,500 employees across our multiple locations. This extensive network of manufacturing facilities and distribution points ensures that we can maintain the appropriate levels of inventory to service all of our strategic account partners. Currently we have over 100,000,000 square feet of capacity across the country.	
Mannington Commercial's headquarters are located in Calhoun, GA on a 140+ acre campus. This is where all of our sales & marketing, manufacturing, product development, service operations, administrative functions, and warehousing are located. Employs approximately 600 associates; warehouse capacity is 1,000,000 square feet. Address: 1844 US Hwy. 41, SE, Calhoun, GA 30701; Phone: 1-800-241-2262.	



Corporate Headquarters, Resilient Manufacturing, & Warehousing: Employs approximately 700 associates; warehouse capacity is 50,000,000 square feet. Address: 75 Mannington Mills Road, Salem, NJ 08079; Phone: 856-935-3000.

Burke Rubber Manufacturing & Warehousing: 37235 State Road 19, Umatilla, FL 32784; Phone: 352-357-4119; approximately 100 associates; 90,000 square feet of warehouse capacity.

Engineered Hardwood Warehousing: 210 N. Pendleton Street, High Point, NC 27260; Phone: 336-884-5600; approximately 300 associates; 2,000,000 square feet of warehouse capacity.

Luxury Vinyl Manufacturing & Warehousing: 1421 Amtico Rd., Madison, GA 30650; Phone: 706-342-4413.

Section 5. Services

5.1. Turnkey Capabilities

Note: The capabilities priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the capabilities that will be offered to Equalis Group Members.	
5.1.1.	Turnkey Capabilities. Describe the capabilities available through your organization and, if applicable, your authorized dealers and resellers that align with providing turnkey solutions for Equalis Group Members. Please identify which of those services are available directly through your organization and which are a part of the services your dealers and resellers offer.
<p>Mannington's turn-key installation services are provided through our ProSolutions Department. This program ensures professional project management, a single point of contact, and extended labor warranties -- all backed by Mannington. Turn-key offers our clients the ability to purchase both material and installation direct from Mannington on one purchase order. Internally, our ProMaterial Solutions Department is fully equipped to monitor inventory levels and establish future material needs while maintaining all shipment and project deadlines.</p> <p>In addition to our in-house installation crews, Mannington has established relationships with installation partners across the country, consisting of both commercial flooring associations and independent flooring contractors. In addition, Mannington has partnered with "traveling" installation companies to provide installation services nationwide. Many of these companies are small- or veteran-owned businesses.</p>	

5.2. Installation

Note: The services priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the services that will be offered to Equalis Group Members.	
5.2.1.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Click here to provide additional commentary, if necessary.</p>	
5.2.2.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Mannington can provide either a company-owned team or an outside partner with whom a Member may already being doing business. Mannington's ProSolutions Department will manage the installation process. Our installation project managers, which will serve as the main point of contact during installation from start to finish, have all been certified and trained on each of our product lines. Because of this level of expertise, any situation that may arise during the installation process can be addressed on-site without causing delay or confusion.</p>	
5.2.3.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.
<p>We have various criteria that we rely on when selecting partner installation companies, including small-, minority-, veteran-owned status, as well as years of experience, familiarity with Mannington's products and processes, and end user and salesperson recommendations. We hold yearly training seminars to ensure all of our partner installation firms are kept up-to-date on Mannington's newest product introductions and best installation practices.</p>	

Based on our client's needs, Mannington may choose to partner with one of our Network Installation Companies to provide you with the most aggressive installation prices. Partnering with a nationwide installation company enables Mannington to provide viable, consistent pricing and service for any project in any area of the country but, as described above, Mannington will manage the entire process, from installation through all post-installation needs and services.

5.3. Other Services

5.3.1.	Interior Design & Consultation. If yes, provide a description of your interior design and consultation capabilities including, but not limited to, if that service is offered by an employee within your company or one of your dealers or resellers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Mannington's Design Solutions team offers a full-service floor design program. This department is staffed by in-house designers, although we do periodically collaborate with outside design firms to better understand industry needs and trends. Our process typically includes four stages: Visioning Session and Orientation, Design Development, Product Presentations, and Project Mock-Up with the client's Project Management Team.

One of Mannington's core strengths is our commitment to design excellence. We view the collaborative process as a main facet of our overall business plan. We have long recognized the benefits of seeking the guidance and direction of premier outside design firms in keeping up with the current needs of our products. We take pride in providing the ultimate in commercial flooring through innovative technology and the collaborative design process. At Mannington, we have a long history of working with our customers to develop products that specifically match the aesthetic, performance, and technical requirements for their interiors & facilities. Whether it is something as simple as a custom color variation of an otherwise standard running line product, or a completely new design unlike anything we've ever created before, Mannington welcomes the challenge of providing our customers with the perfect product for each area in your facilities.

Our newest program is called FloorMaps, in which we provide you with custom flooring layouts, from concept to installation plan, for one room or an entire facility. With FloorMaps, you can leverage our floor design expertise to easily achieve your goals for any space. Deliverables include: 2D bird's-eye view of layout patterns for your spaces, 2D installation diagrams based on your floor plan, and 3D room scenes of your products in your layout patterns.

5.3.2.	Training. If yes, provide a description of the training services offered. Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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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 with whom you may already be doing business. 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.

5.3.3.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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While Mannington does not provide maintenance services, we would be happy to coordinate maintenance services with local providers and train them on the proper cleaning procedures for all of our flooring options.

5.3.4.	Carpet Removal. If yes, provide a description of your carpet removal services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Mannington's ProSolutions Department can also provide carpet removal in addition to our turn-key installation services.

5.3.5.	<i>Carpet Reclamation and/or Recycling.</i> If yes, provide a description of your reclamation and/or recycling services.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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While Mannington does not personally reclaim and/or recycle old carpet, we work closely with CARE (Carpet America Recovery Effort). Having participated in the organization since its founding in 2002, Mannington supports CARE's mission to increase diversion of carpet from landfills, increase recycling of post-consumer carpet, encourage design for recyclability, and meet meaningful industry-wide and national goals for improvement. The CARE carpet recovery program makes it easy to recycle carpet at end-of-life, helping to keep old carpet out of landfills. Mannington would be happy to help coordinate carpet recycling for Equalis through CARE partners.

Section 6. Sustainability

6.1. Sustainability, Reclamation, and Recycling Initiatives

6.1.1. | *Sustainable Company Initiatives.* Describe the ways in which your company is addressing the issue of sustainability.

We are committed to doing the right thing.

For more than 30 years, Mannington has been working to make a positive impact on the environment and our communities. We offer a range of unique programs and benefits to help our customers to achieve their sustainability goals.

Beyond feeling good, it's about doing good.

We believe that everything we touch has a ripple effect, reaching out far beyond the immediate impact of our actions. We believe in doing the right thing for our customers, our neighbors, and our products, as well as the environment we share. At Mannington, sustainability comes down to the decisions we make every day – throughout the company – and how those decisions flow outward to the world around us.

Actions speak.

With that in mind, 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.

A positive impact means full transparency.

Certifications help navigate the world of green marketing claims. So we invest in ISO-14001 and invest in environmentally preferable product certifications, including NSF/ANSI-140, FloorScore, and Green Label Plus. All Mannington Commercial products contribute to multiple LEED and Green Globes credits, and all of our carpet products pass CRI Green Label Plus certification for low VOC emissions.

Dedicated to recycling and reuse.

Mannington is an active and supporting member of CARE (Carpet America Recovery Effort), a 501(c)(3) non-profit organization dedicated to developing market-based solutions for the recycling and reuse of post-consumer carpet. Call us at [800-241-2262 ext. 6211](tel:800-241-2262) or email_reclamation@mannington.com.

Using precious resources wisely.

Conserving water and energy is integral to our operations at Mannington. And by using resources responsibly, we're also able to reduce greenhouse gas emissions.

Energy leadership.

The U.S. Secretary of the Department of Energy said Mannington "was among the vanguard of forward thinking American companies as a leader in tackling energy efficiency," as one of the 50 original Save Energy Now Leaders, now called Better Plants.

Recycled content.

We actively seek out waste streams that clog America's landfills, looking for innovative ways to use the 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.

Water conservation.

Water is a precious natural resource and a key component in our manufacturing. We have reduced our water use by more than 30% company-wide since 2007. We also help protect wetlands in the communities where we make flooring.

Mannington solar array.

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 seven 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. This system can power approximately 115 average New Jersey homes.

ISO registered operations.

We have been adhering to conservation-minded operations by running ISO 14001 registered plants since 2004.

Supporting health and wellness.

We are committed to helping our employees thrive and championing healthy workplace design for all. We are committed to positively impacting human health through the innovative Fitwel system. Developed by the U.S. Centers for Disease Control and Prevention and the General Services Administration, Fitwel is a certification system for building design and operations that support individual and community health.

Applying evidence-based design and operational strategies.

The system emphasizes evidence-based design and operational strategies that address a range of health behaviors and risks. As a Fitwel Champion, Mannington will be applying the system within our facilities, with the Mannington Design Center in Atlanta being the first space slated to receive certification.

Caring for our communities.

We are proud to support the communities and environmental health of the places we call home.

Made in the USA.

Mannington is a fourth generation, family-owned company deeply committed to U.S. manufacturing. We make carpet and hard surface flooring in six communities across the U.S., allowing us to provide the highest levels of service and quality in the industry, while supporting local economies and crafting quality, American-made products.

Natural buffers.

Sometimes natural areas like wetlands or grasslands adjoining industrial and commercial locations can lack a transitional area between actively used land and water, also called a "riparian buffer." Over many years, improvements have been made on our properties to incorporate natural buffers. 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 help from experienced not-for-profit groups and local schools thousands of native shrubs and trees have been planted alongside our facilities. By planting these riparian buffers we established areas of shrub-scrub habitat with long life expectancies.

Birds & bees.

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. Our employees are engaged in the tracking of the birds and maintaining their housing. We also maintain honeybee hives at two of our facilities, showing how an industrial enterprise can coexist with the agricultural and farming community and positively contribute to both.

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.

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.

6.1.2.	Sustainable Product Initiatives. Describe the ways in which your company is addressing the issue of sustainability in your product offering.
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Certifications and recognition for environmental leadership matter to us because they confirm that our investment in making better products, with better processes, is working. But they matter to you, too. These offer reassurance from independent authorities, and we welcome these highly regarded associations and government bodies into our facilities – in the name of truth and transparency. They look closely at our products, programs, and practices. And when they certify a Mannington product or reward a program for environmental leadership, it confirms that our commitments line up with what you expect from us.

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 -- <https://www.pharosproject.net/>, all of our product lines are listed on the mindful MATERIALS website -- <http://www.mindfulmaterials.com/>, and we provide Health Product Declarations, identifying all components in a product's makeup, for over 80% of our products.

Green Label Plus & FloorScore – Indoor Air Quality Certifications

In addition, Mannington is proud to achieve the rigorous requirements of the Green Label Plus (CRI GL+) program and FloorScore.

- 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 carpet products and carpet adhesives are CRI Green Label Plus certified.
- 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. The following products are FloorScore certified: Engineered Hardwood, Luxury Vinyl Tile (LVT), Rubber Tile & Flooring Accessories, and Sheet Vinyl. USGBC has approved FloorScore program certified hard surface flooring products as an alternative compliance path to LEED Credit EQ4.3 Low-Emitting Materials: Carpet Systems. usgbc.org.

NSF / ANSI-140 Certification

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 rEvolve 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

LEED

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 also developed the Leadership in Energy and Environmental Design (LEED) rating system. Mannington can contribute valuable points to the certification process in two of five LEED categories: Materials and Resources and Indoor Environmental Quality:

- Running-line carpet products that hold Green Label Plus certification
- Commercial rubber, resilient sheet and tile products, all of which meet FloorScore requirements
- Adhesives and sealants that meet SCAQMD Limit for VOC Emissions
- A variety of hard and soft surface products containing recycled content
- Domestic east coast manufacturing that can contribute to nearby regional projects
- Entryway carpet systems

ISO 14001

Mannington's Commercial Tile and Inlaid Sheet flooring plants in Salem, NJ as well as our carpet mill in Calhoun, GA are both registered to ISO 14001. This means that we meet the rigorous standards established by the International Organization of Standardization (ISO) for environmental management systems. These guidelines, which are recognized around the world, give us objective criteria for organizing and structuring our efforts for maintaining the most environmentally sensitive processes possible. The result is a highly organized and structured approach that ensures continual improvement of our environmental systems.

6.1.3. | **Recycled Content.** Provide a statement(s) identifying the recycled content levels used in the products in your proposal.

Carpet:

- Infinity 2 Modular – Up to 9% pre-consumer & 9% post-consumer recycled content
- UltraBac RE Broadloom – Up to 15% pre-consumer & 29% post-consumer recycled content
- Integra HP Broadloom – Up to 11% pre-consumer & 11% post-consumer recycled content
- rEvolv II Modular – Up to 8% pre-consumer & 7% post-consumer recycled content

Rubber Flooring:

- Reset – Up to 90% post-consumer recycled content
- Others – No recycled content

Resilient Sheet:

- BioSpec RE – 20% post-consumer, 15% pre-consumer recycled content
- BioSpec MD – 5% post-consumer recycled content
- Others – No recycled content

Luxury Vinyl Tile:

- There is no recycled content in Mannington's LVT products, with the exception of Cirro, which has 5% pre-consumer recycled content
- Most products do contain between 2% – 5% rapidly renewable resource content

Please note that while some of these numbers above may seem low, Mannington discontinued the use of recycled content in our LVT to focus on the quality and safety of the flooring. When used flooring is recycled and then incorporated into new flooring, you can't be sure of the composition of that reclaimed LVT.

Mannington has invested a great amount of time and resources into fully vetting our raw material suppliers to ensure that only the finest quality and most stringently documented materials are going into the flooring that we hope you will put into your interiors. We know every single component of our flooring. We know that it is safe and free from contaminants. That is why we can offer industry leading warranties for our LVT, in some cases, up to 25 years.

And that is another core component of sustainability – not having to recycle materials at all. The longer you can keep a floor installed, the more sustainable it is. And we can only guarantee materials for 20 or more years if we know without a shadow of a doubt that they will perform and be safe for your interior environments for at least that long.

6.1.4. *Circular Economy.* Describe the efforts your organization makes to ensure the materials removed from a project site are recycled to make new carpet, carpet components or other consumer products.

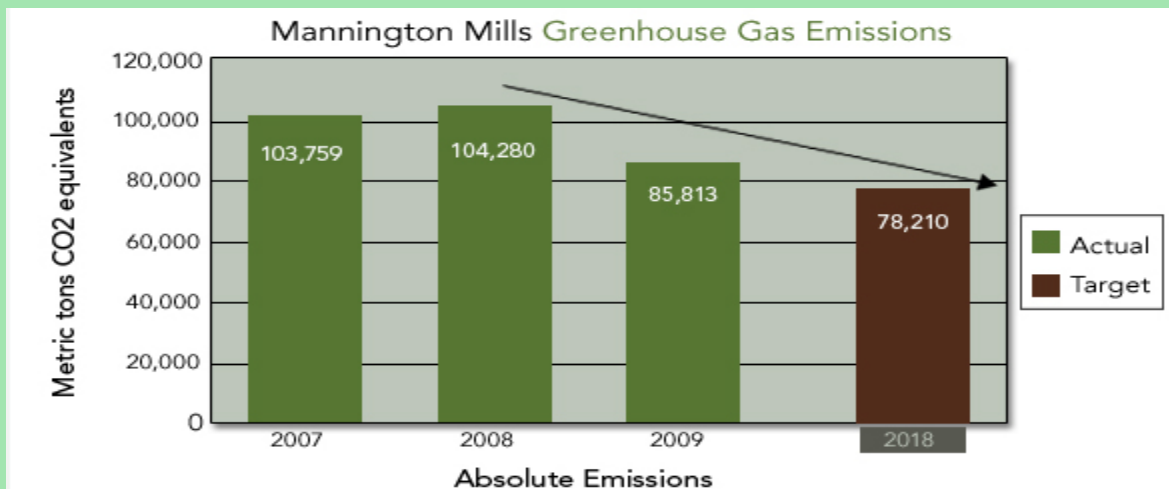
Mannington will work with Equalis Members to facilitate carpet reclamation and recycling with CARE members. The CARE carpet recovery program makes it easy to recycle carpet at end-of-life, helping to keep old carpet out of landfills. For more information, contact Mannington at [800-241-2262 ext. 6211](tel:800-241-2262) or email_reclamation@mannington.com.

Mannington is also willing to work with our larger clients such as Equalis to implement an LVT recycling program for qualifying installation. Most submitted LVT products can be fully recycled in our regrind process at our Madison facility. Please note that as a result of health and safety concerns of many competitive and/or imported LVT products in the marketplace, we can only take back Mannington products. Three full planks or tiles must be submitted to Mannington three weeks prior to expected demolition for evaluation and acceptance.

Mannington even thinks about the samples that we send out. For every Mannington Commercial sample you receive, we will enclose a postage-paid return label. Simply return the sample to us for free. We'll put it to good (re)use!

6.1.5. *Embodied Carbon Impact.* Describe the efforts your organization makes to reduce the Scope 3 (supply chain) emissions whenever possible.

Mannington is dedicated to reducing its energy consumption and greenhouse gas footprint and is working to reduce its emissions intensity by 25% in 10 years. To date, Mannington has reduced production levels and made energy efficiency improvements, resulting in nearly 6 million kWh savings and 4,239 tons of CO₂e avoided annually.



Mannington began measuring and tracking its GHG inventory in 2007. Our partnership with the Climate Registry will assist in ensuring the accuracy of our inventory. In calendar year 2009, the total greenhouse gas emissions generated from the operation was 85,813 metric tons of CO₂e, versus 104,280 metric tons of CO₂e in 2008. This represents a significant reduction of 18% in absolute emissions.

Section 7. Business Operations

7.1. Customer Service

7.1.1.	<p>Customer Service. Describe your company's customer service department and operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>
<p>Our customer service team is divided into four groups: a) Domestic Customer Service; b) International Customer Service; c) Sample Services; d) Strategic Account Customer Service. Combined, this department has 22 members excluding management. Currently this combined team handles 3,200 incoming calls per week on average. Customer Service hours are 8:00 a.m. - 8:00 p.m. Monday through Friday. Our Customer Service Department is located at our Commercial Headquarters in Calhoun, GA. All staff are direct employees of Mannington. We do not employ outside firms or subcontractors.</p> <p>We provide each strategic account with a dedicated Customer Service Representative (CSR) who serves as the point of contact throughout the entire relationship – evaluating product options, selection, pricing, purchasing, delivery, installation, and post-installation. A single point of contact means a single point of accountability and more convenience for our key clients like Equalis Members. Your dedicated CSR will be in constant communication with your team. We appoint back-up service representatives who have been cross-trained to support your business so that there is always someone on call for your company.</p> <p>Our Customer Service team has built its core business model around providing multi-product solutions to customers such as yourself for over two decades. We realize that your business model never stops and it is our pledge to be there with you every step of the way.</p>	
7.1.2.	<p>Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.</p>
<p>We realize that situations may occur in which flooring is needed sooner than the standard lead time. During normal business hours, Equalis members can contact your dedicated Customer Service Representative to handle any rush orders and emergencies that may occur. If the needed material is in stock and the order is received before noon, we can usually ship the material out the same day with overnight shipping if desired.</p> <p>To reduce lead times, Mannington offers a Quick Ship program called Xpress where we keep many of our running line products in stock and available to ship within five business days. With Modular Carpet, LVT, and Entryway Systems all shipped in five business days, Mannington Commercial's Xpress program leads the industry in service. A wide range of our most popular styles and colors are covered under our Xpress program with something just right for every installation.</p>	
7.1.3.	<p>Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>
<p>At Mannington, we believe that having a stream-lined process is the most efficient way to serve our customers. In the event of any type of issue or complaint, the actual process is a very simple one. No formal paperwork is required. A phone call to our team, either your dedicated Strategic Account Specialist or your local District Manager, notifying us of the problem is all that is needed on your end. From there, depending on the nature of the complaint, your dedicated service team at the mill should be able to handle issues with an order, shipment, billing, etc in-house the same day. If the complaint is related to a product in the field, you should expect to have a Mannington representative on site within 24 hours.</p> <p>If escalation is needed, i.e., your local District Manager and Strategic Account Representative were unable to solve your problem, the Strategic Account Manager would be the next level, and in the event they couldn't solve the problem, the Director of Strategic Accounts</p>	

would be engaged. In our experience, and because our associates are empowered to make decisions, most of the cases are handled locally with your District Manager or your Strategic Account and Customer Service Representatives.

We know that time is of the essence when any service or performance issue arises. The most important thing to us is to provide a resolution as fast as possible with the least amount of downtime and bother for you and your members.

7.1.4. | **Product Returns.** Describe your product return policy and procedures.

In the event of a courtesy return, not a warranty claim, Mannington may agree to a return of unused flooring when there are no manufacturing issues. These returns will often require prepaid freight back to the mill and may have a restocking fee.

7.2. Order & Invoice Processing; Payment

7.2.1. | **Purchasing Options.** Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.

The contact will be made available to Equalis Group Members; they will be the decision makers when it comes to who will purchase on their behalf under the Equalis contract. Mannington does not intend to go through the process of authorizing dealers or resellers to represent Mannington under the Equalis contract – we plan to market to the members and, if requested, assist them in selection of a dealer or installation provider with whom we have had positive experience. Otherwise, the members may already have preferred dealers or installation providers they prefer to work with, and we will not discourage that relationship.

7.2.2. | **Order Process.** Describe your company's proposal development and order submission process.

Upon award, all of Mannington's new clients are assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This single point of contact in Customer Service is responsible for handling all service activities related to your account, including proposal development and order submission. Any Equalis member can contact your CSR for help with pricing, product selection, and the complete order process.

7.2.3. | **Invoice Process.** Describe your company's invoicing process.

In addition to standard invoicing via fax or email, Mannington Information Technology supports the following mechanisms for Electronic Purchasing / Invoicing: **Electronic Data Interchange (EDI)** – EDI is currently the most widely used mechanism for Electronic Purchasing / Invoicing, and other electronic communications; **Internet-based Methods - Ariba** - Mannington Commercial also utilizes Ariba, an on-line e-procurement service to both invoice and receive purchase orders. Ariba Procurement and Expense solutions combine industry-leading procurement, contract, and invoice functionality with an unparalleled offering of supplier enablement, catalog management, support, hosting, and training services.

Mannington's invoicing is capable of detailing the following types of information: bill to party, ship to party, carrier, bill of lading/shipment number, terms of payment, item/material number, material description, units/quantity, unit of measure, unit price, extended amount (units/quantity – unit price), freight, taxes (including percentage rates if applicable), invoice total, sidemarks, customer notes, and any other information upon request.

7.2.4. | **Payment.** Provide your standard payment terms? Identify all acceptable methods of payment?

Mannington's standard payment terms are 3% 30, Net 31. Mannington accepts check, ACH, and debit/credit/p-cards.

7.2.5.	Financing. Does your company offer any financing options or programs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to enter response.		

7.3. Members Contracting for Services

7.3.1.	Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?	
Upon award, Mannington will assign Equalis a dedicated account number. This number will then be used for order entry and tracking of all your account activity, including pricing, product numbers, quantities, shipping directives, etc. When placing an order, the member entity would make use of the Equalis account number to ensure they receive the contracted pricing.		
7.3.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and provide a response to question 6.3.3.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Each customer agreement is unique with its own sets of terms and conditions. Mannington does have a boilerplate template that can be used as a starting point for our Strategic Account (regional/national in scope) customers if they prefer to start negotiations with that. The standard template is attached as reference.		
7.3.3.	Contracting. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?	
Mannington tries to work within the customer's or member's timelines. Typically, we can negotiate the contract terms and conditions within just a few days amongst our sales operations department and senior management, unless there are more sensitive topics that require internal counsel involvement. We have agreements that range from a one-year term, some with automatic extensions (unless otherwise cancelled), and some agreements with terms of up to ten years.		

7.4. Bonding Capabilities

7.4.1.	Bonding. Describe your company's bonding capacity.	
This can be discussed on a project by project basis.		
7.4.2.	Rating. Is your bonding obtained from a surety with an "A" rating from AM Best?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Travelers Casualty and Surety Company of America have represented Mannington for its surety and bonding needs for several years. Our rating is A++ (Superior).		

Section 8. Warranty

8.1. Warranty

8.1.1.	<p>Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in Section 2.3 of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. How long is the warranty? Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. How does your warranty coverage compare to that of your competitors? Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal.</p>
<p>Integra HP, UltraBac RE, Infinity 2, and rEvolve II carpets – Lifetime Limited Warranty covering moisture barrier, delamination, tuft bind, edge ravel, static charge, and face wear. Most products also carry Mannington's XGuard stain resistance treatment with a 15 Year Stain Resistance Warranty and Mannington's ColorSafe bleach resistance technology with a 15 Year Colorfastness to Bleach Warranty.</p> <p>Heterogeneous Sheet Goods – 12 Year Commercial Warranty & 12 Year Quantum Guard Finish Warranty</p> <p>Luxury Vinyl – Warranties vary from 10 Year Light Commercial Warranty to 25 Year Commercial Warranties, product dependent; most products also carry a Quantum Guard Finish Warranty</p> <p>Slip Resistant Homogeneous Sheet Goods (BioSpec SR & Assurance III) – 5 Year Commercial Warranty & 5 Year Quantum Guard HP Finish Warranty</p> <p>Homogeneous Sheet Goods – (BioSpec MD & Color Anchor Prism) - 10 Year Commercial Warranty & 10 Year Quantum Guard HP Finish Warranty</p> <p>Heterogeneous Light Sheet Goods – 10 Year Light Commercial Warranty</p> <p>-- These warranties cover not just the product itself, but also that the finish coat will not wear, peel, or otherwise be compromised in any way during the warranty period.</p> <p>Rubber Flooring – 10 Year Wear Warranty</p> <p>Mannington Commercial does periodically extend product warranties. The specific application must be certain usage criteria. Please contact your local Mannington representative to determine if your particular installation and product choice may be considered. These warranties extensions, where applicable, come at no additional cost to the end user.</p>	
8.1.2.	<p>Claims. Describe your warranty claims process.</p>
<p>The first step is to place a phone call or email to our team, either your dedicated Strategic Account Specialist or your local District Manager, notifying us of the problem is all that is needed on your end. We will arrange to have either a Mannington representative or an independent carpet inspection service perform an evaluation within 24 hours. Once the inspection has been completed, a report will be generated to our Consumer Services Department outlining the findings. Soon after receipt of the report, a letter will be generated at this time advising you of our decision and findings, or our representative may contact you to discuss the results with you. If the fault is with a Mannington product, we will arrange repair or replacement as soon as possible.</p> <p>We know that time is of the essence when a claim has been established. Our goal is to provide a resolution as fast as possible. We want to formulate a plan that creates the least amount of downtime, if any, for the affected site. It is our pledge to you to process all complaints as quickly as possible. Usually we can accomplish, inspections, determination, and replacement/repair (where applicable) within one to two weeks.</p>	

Section 9. Additional Features & Other Offerings

9.1. Additional Features

9.1.1.	Value Add. Describe any other features or capabilities relating to commercial flooring that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
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For over 100 years, Mannington has created premium flooring products. A fifth-generation, family owned business with values that include: Care; Do The Right Thing; Work Hard, Play Hard; and Control Our Own Destiny, Mannington also has a strong commitment to US manufacturing and to the communities where we live and work. Mannington Commercial is the only U.S. manufacturer to make both carpet and hard surface flooring for the contract market available through one sales force.

Multiple Hard & Soft Surface Options

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 & Carpet Tile), Resilient (Sheet, LVT), and Rubber, as well as all adhesives and flooring accessories (transition strips, wall base, etc). Our ability to bundle all of your flooring provides you with a true value added proposition by reducing your overall cost. 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 overall installation experience.

Locations Across the US

Our manufacturing locations in Salem, NJ; Calhoun, GA; Madison, GA; High Point, NC; and Umatilla, FL produce the broadest range of flooring solutions – from broadloom and modular carpet to resilient sheet; premium rubber tiles to wall base; and luxury vinyl flooring to flooring transitions. We know this is important because every project is unique, and within any project different products are needed for different spaces. Multiple flooring options work together as a system for how spaces function and how people move within them.

Dedicated Account Team

Our Strategic Account Services team is available to you at every stage – from you initial project ideas to installation to everyday use or your flooring – our strategic account services team is dedicated to you and your members. Our ability to retain national customers is dependent upon our ability to provide a consistent customer experience throughout the nation. Our model is designed to provide your facility managers, contractors, and employees with a consistent, local, on-time Mannington experience. We have built a team of account executives that live and work in the regions where our customers operate.

Digital Innovations

On the IT side, Mannington Commercial has won a Best of NeoCon® Silver award for its innovative online Virtual Library. The first of its kind in the floor covering industry, the Virtual Library offers a three-dimensional immersive product library experience, showing Mannington's full range of carpet and hard surface floor coverings on any computer with web access. 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.

Environmental/Sustainability Benefits

On the environmental side, one point that differentiates Mannington from our competitors is our goal of becoming a “net user of waste.” This means we not only make productive use of waste from our own operations, but also take in waste from the outside community to use as recycled content. This plays a part in helping to reduce the stream of materials that would otherwise be destined for landfills. To accomplish this goal, we continually strive to minimize the volume and toxicity of waste we generate, operate aggressive pollution prevention, and recycling programs and use environmentally safe treatment and disposal services for waste that is not eliminated or recycled.

Standards Programs

Mannington would like to be involved in the construction/design meetings so that as soon as a project direction involving a specific product/color is determined, we can start the manufacturing process or identify product inventory. Mannington has used programs like this with The Church of Jesus Christ Latter Day Saints, MetLife, Dillard’s, Nissan, Hallmark, Huntington National Bank, and Great Clips, just to name a few. We have many other large Strategic Accounts we cannot mention due to confidentiality agreements.

Stocking Programs

Mannington Commercial can provide an inventory of products for a quick shipment program as well. These programs are designed for each customer’s requirements as a part of an on-going commitment that Mannington Commercial provides for our Strategic Account partners.

Responsive Management Team

As a manufacturer of both soft and hard surface products, 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.

9.2. Additional Offerings

9.2.1.	<p><i>Other Capabilities.</i> Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats.</u></p>
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Mannington Commercial is a true full-service flooring provider. We are offering our entire product line for this RFP at a significant discount from our “List Price.” We are also offering diverse installation and service items that should cover the “scope of work” for government projects.



Section 10. Partnering with Equalis Group

10.1. Bidder Organizational Structure & Staffing of Relationship

10.1.1.	<p>Primary Point of Contact for Equalis Group. Who is the individual that will serve as Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.</p>
<p>Jody Steger will be the primary point of contact for Equalis Group. Jody is Mannington's Director of GSA & Government Sales. His email address is jody.steger@mannington.com, and his direct phone line is 703-489-5698. Jody will quarterback the final agreement from roll-out to walk-through after installation. He will ensure all areas of the contract / agreement are executed. He will lead quarterly wellness calls to discuss improvements needed, product performance, maintenance, and to review construction forecasting to assist in product management.</p>	
10.1.2.	<p>Key Staff. Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.</p>
<p>Shanon Newsom is Mannington's Manager of Sales Operations, who will oversee the contract at the corporate level. Jennifer Higgins, Strategic Accounts Coordinator, and Eteva Baldwin, Strategic Accounts Specialist, will assist.</p> <p>Mannington will also appoint two dedicated representatives, one within Customer Service and one within Strategic Account Services to maintain your account at our corporate headquarters:</p> <ul style="list-style-type: none"> • Upon award, Equalis will be assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This single point of contact in Customer Service is responsible for handling all service activities related to your account. She will provide you with one point of contact for everything from ordering samples, product information, technical data and warranty information to delivery and coordination of installation. • To handle the contract side of your account, you will be assigned a dedicated Strategic Account Specialist, who will create a program launch announcement and distribute it through both electronic and hard copy versions. This announcement will provide pricing, terms and conditions, ordering procedures, and general sales initiatives. It is emailed to our entire field sales team to assure a simultaneous notification to our extensive sales organization and prepare our associates for implementation of the Agreement. Additionally, she will advise Mannington Commercial field sales associates of the national agreement and provide them with sales directives on how to implement and execute at the local level should there be a need. 	
10.1.3.	<p>Organizational Chart. Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.</p>
<p>Please see below for a complete organization chart for Mannington Commercial.</p>	

MANNINGTON COMMERCIAL

MANAGEMENT TEAM

Russell Grizzle
President & CEO

Tom Pendley
President

Brad Root
Senior VP, Sales

Kevin Coughlan
General Sales Manager

Jason McKee
Commercial Carpet VP

Al Boulogne
Commercial Hard Surface VP

Dave Kitts
VP Environment

Shanon Newsome
Manager Strategic Accounts /
Sales Operations

SERVICE TEAM

Jeff Ferguson
Director, Customer Engagement

Will Harrison
Mgr, Strategic Accts Cust Service

Dedicated Customer Service
- 2 Customer Service Managers
- 28 Customer Service Reps
- 8 Strategic Account Coordinators

CUSTOM DESIGN

Roby Isaac
VP of Commercial Design

Dee LeMay
Director, DesignLine

TURN-KEY

Troy Sandlin
Mgr ProSolutions by Mannington
- 3 ProSolutions Coordinators

SALES TEAM

Jody Steger
Director of GSA & Govt Sales

Keith Barbaree
Senior Dir of Strategic Accts

Strategic Account Services
- 14 Strategic Account Mgrs
- 2 Sales Support Specialists
- 3 Strategic Specialists
- 1 International Coordinator

TECHNICAL SERVICES

Anthony Faulkner
Director, Technical Services
- 3 Technical Service Coordinators
- 9 Global Field Technicians

10.1.4.

Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).

Mannington has a sales support team dedicated to servicing large end users like Equalis and your 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), and Manager of Strategic Account Services and Customer Service (National / International).

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 in-house Mannington employees, not third-party salespeople. They are evaluated and compensated for after-market service capabilities and history.

At Mannington, we are a full service provider of solutions, not just products. Your local sales representative is not only responsible for every product we manufacture, but they report to a General Sales Manager that is responsible for both carpet and resilient sales. The General Sales Manager then reports to our Vice President of Sales, who is responsible for our entire sales staff. Mannington is a stream-

lined organization wherein each level of personnel is responsible for all of our products. At Mannington we truly believe that we have to earn your business with every order.

10.2. Contract Implementation Strategy & Expectations

10.2.1.	<p>Five (5) Year Sales Vision & Strategy. A piggybackable Master Agreement with Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years.</p>
<p>Mannington welcomes the opportunity to allow and leverage piggyback agreements by promoting these cooperative contracts to local government agencies. By using a piggyback method, this would satisfy the bidding requirements for the Equalis member agency. The maintenance and updates to the Equalis contract are the responsibility of Mannington and Equalis, making piggybacking a very efficient source for the local agency.</p>	
10.2.2.	<p>Driving Program Participation & Revenue. What geographies and public sector vertical markets will be targeted and in what timeframe?</p>
<p>Based on target or growth opportunities and strong local Mannington representation, we anticipate Central regions (Illinois, Ohio, and Indiana) and Southwestern states (Texas, Oklahoma, and Kansas) as potential growth markets for Equalis. We see immediate opportunities in 2021.</p>	
10.2.3.	<p>Master Agreement Deployment with Sales Team. How will the piggybackable Master Agreement be deployed with your public sector sales team?</p>
<p>If we can be provided a list of facilities and property/facility managers associated with the piggyback agreements, Mannington will begin by contacting our local representation to set up meetings with the appropriate decision makers for product review and opportunities. Our local District Managers will target specific agencies by using existing, established relationships with local agencies and leveraging the use of the Equalis contract with the support of local flooring contractors.</p>	
10.2.4.	<p>Sales Team Incentives. How will your sales team be incentivized to leverage the Equalis Group piggybackable Master Agreement when pursuing public sector business?</p>
<p>Mannington would like to view the agreements as an opportunity to create new relationships and partnerships that would prove to add long-term value for both Mannington and the end user – potentially business our sales teams might not have otherwise have the opportunity of being exposed to.</p>	
10.2.5.	<p>Revenue Objectives. What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?</p>
<p>Mannington sees the use of cooperative government contracts as an emerging growth opportunity in the flooring industry. Mannington's professional, experienced, and educated salesforce is well suited to target this customer base. We anticipate exponential growth, with Equalis being a \$1 million+ contract within the next five years.</p>	

10.3. Administrative Fee & Reporting

10.3.1.	<p>Administrative Fee. Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable Master Agreement between the Winning Supplier and Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
10.3.2.	<p>Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

Warranty Information

CARPET WARRANTY

Integra HP & UltraBac RE Broadloom & Infinity 2, Infinity 2 MG & Infinity 2 MG Cushion Modular Limited Lifetime Warranty

Features Warranted

Mannington Commercial, a business unit of Mannington Mills, Inc. (“Mannington”) warrants to the purchaser of its Integra HP, UltraBac RE, Infinity 2, Infinity 2 MG and Infinity 2 MG Cushion Modular carpet (subject to the exclusions, conditions and limitations described below) as follows:

Mannington warrants the carpet against manufacturing defects as follows:

Moisture Barrier

For the life of the carpet, the carpet’s moisture barrier will not permit liquids spilled on the carpet to penetrate the carpet backing (UltraBac RE excluded).

Delamination

For the life of the carpet, the carpet will not delaminate from secondary backing.

Tuft Bind

For the life of the carpet, the carpet will provide superior tuft bind in high traffic environments.

Unraveling

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

Static Charge

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

Wear

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

Exclusions

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any 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, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

Warranty Information

Conditions	<p>This Warranty shall not be effective, unless the following conditions are satisfied:</p> <ol style="list-style-type: none">1. The carpet must be installed and maintained in strict compliance with the applicable Mannington Commercial installation and maintenance procedures and guidelines.2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.3. The carpet must be installed indoors, for commercial, not residential use.4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.5. Chair pads are recommended for Infinity 2, Infinity 2 MG and Infinity 2 MG Cushion Modular carpet, but are not required for warranty purposes.
Limitations	<p>This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.</p> <p>Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.</p> <p>This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.</p>
Making Claims	<p>If carpet tile fails to perform as stated in this Warranty, send written notice to Mannington Commercial at the following address and to your Mannington dealer or representative:</p> <p>Mannington Commercial P.O. Box 12281 Calhoun, Georgia 30703</p>
Remedies	<p>Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.</p>

Warranty Information

**Product
Warranty
Registration**

Owner Name _____

Address _____

Installation Address _____

Product Name _____

Square Yards _____

Mannington Commercial _____

Invoice Numbers (Attach Invoice Copies)

1) Invoice # _____ Date _____

2) Invoice # _____ Date _____

3) Invoice # _____ Date _____

4) Invoice # _____ Date _____

Dealer Name _____ Address _____

Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____

Name and Title _____

Authorized Owner Signature _____ Date _____

Name and Title _____

Warranty Information

Luxury Vinyl Plank & Tile Warranty

**Features
Warranted**

Limited 25 Year Commercial Warranty

The Mannington Commercial luxury vinyl plank and tile products including: Amtico Northern Wonder Collection and Amtico Signature Collection are backed by a Limited 25 Year Commercial Warranty for manufacturing defects as described below.

Limited 20 Year Commercial Warranty

The Mannington Commercial luxury vinyl plank and tile products including: Amtico Anthology, The Drift, Divergent, Mannington Select, and The Portland Project are backed by a Limited 20 Year Commercial Warranty for manufacturing defects as described below.

Limited 15 Year Commercial Warranty

The Mannington Commercial luxury vinyl plank and tile products including: Infused, City Park, Mannington Crown, Color Anchor, Mixed Monolith, Nature's Paths, No Reservations Xpress, Spacia Xpress, Uninterrupted, and Spacia Collection are backed by a Limited 15 Year Commercial Warranty for manufacturing defects as described below.

Limited 10 Year Commercial Warranty

The Mannington Commercial luxury vinyl plank and tile products including: Primary Elements, Walkway 20, Access Collection, Cirro, and Spacia First 20 are backed by a Limited 10 Year Commercial Warranty for manufacturing defects as described below.

Limited 10 Year Light Commercial Warranty

The Mannington Commercial luxury vinyl plank and tile products including: Spacia First Collection and Walkway Collection are backed by a Limited 10 Year Light Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial luxury vinyl plank and tile products that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington Commercial will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington Commercial will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third through final warranted year of the original purchase.

Warranty Information

**Exceptions and
Limitations**

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand or other abrasives are not covered by this warranty.
4. Subfloor irregularities can cause premature wear on the Quantum Guard[®] Technologies wear layer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington Commercial's recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington Commercial for Mannington Commercial flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances or hydrostatic pressure in the subfloor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (i.e. photographs, website, etc) or match in color, dye lot and gloss with your existing floor.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL

For more Information, please contact Mannington Commercial Technical Services at 800.241.2262 ext. 3 or visit manningtoncommercial.com.

Warranty Information

Resilient Sheet Warranty

**Features
Warranted**
Limited 12 Year Commercial Warranty

The Mannington Commercial homogeneous resilient sheet flooring products including: Bloom, Color Anchor (Arc), Discovery, Entwined, Paradigm II, Realities II, and Vivendi II are backed by a Limited 12 Year Commercial Warranty for manufacturing defects as described below.

Limited 10 Year Commercial Warranty

The Mannington Commercial homogeneous resilient sheet flooring products including: BioSpec MD, City Hub, and Color Anchor (Prism) are backed by a Limited 10 Year Commercial Warranty for manufacturing defects as described below.

Limited 5 Year Commercial Warranty

The Mannington Commercial homogeneous resilient sheet flooring products including: BioSpec SR, BioSpec FB, Terrene, and Mannington Assurance III are backed by a Limited 5 Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial homogeneous products that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington Commercial will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third through tenth year of the original purchase.

**Exceptions and
Limitations**

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand or other abrasives are not covered by this warranty.
4. Subfloor irregularities can cause premature wear on the Quantum Guard® Technologies wear layer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington Commercial's recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington Commercial for Mannington Commercial flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances or hydrostatic pressure in the subfloor are not covered by this warranty.

Warranty Information

**Exceptions and
Limitations
(continued)**

11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of “seconds”, “remnants”, “mill trials” or other “irregular” (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (i.e. photographs, website, etc) or match in color, dye lot and gloss with your existing floor.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

For more information, please contact Mannington Technical Services at 800.241.2262 ext. 3 or visit manningtoncommercial.com.

Warranty Information

Rubber Tile and Sheet, Wall Base Warranty

Features Warranted	<p>Limited 10 Year Commercial Manufacturing Defects Warranty The Mannington Commercial rubber products including: ColorFields, ColorScape, ColorSpec, and Teles are backed by a Limited 10 Year Commercial Warranty for manufacturing defects as described below.</p> <p>Limited 5 Year Commercial Wear Warranty The Mannington Commercial rubber products including: ColorFields, ColorScape, ColorSpec, Reset, Reset Naturals, and Teles; and the wall base collections including: BurkeBase Type TP, TS, TV and Edge Effects Collection, are backed by a Limited 5 Year Commercial Warranty for excessive wear. Excessive wear means the wearing away on the average of more than .0025" of flooring material per year during the warranty period.</p>
Exceptions and Limitations	<p>The Mannington Commercial rubber tile and sheet products are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington Commercial will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington Commercial will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third through final warranted year of the original purchase.</p> <ol style="list-style-type: none"> 1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor. 2. Wear from chairs or other furniture without proper floor protectors will void the warranty. 3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand or other abrasives are not covered by this warranty. 4. Subfloor irregularities can cause premature wear on the wear layer and will void the warranty. 5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington Commercial's recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com. 6. Labor on material installed with obvious defects is not covered by this warranty. 7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty. 8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.

Warranty Information

**Exceptions and
Limitations
(Continued)**

9. Installation utilizing adhesives other than those recommended and approved by Mannington Commercial for Mannington Commercial flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances or hydrostatic pressure in the subfloor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Material degradation caused by petroleum-based chemicals such as Kerosene, oil, grease, etc. or animal fats.
13. Staining caused by tracked-in dyes, fertilizers, coal, tar or asphalt driveway sealers, oil drippings, fading or discoloration from prolonged excessive exposure to sunlight or heat.
14. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (i.e. photographs, website, etc) or match in color, dye lot and gloss with your existing floor.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL

For more information, please contact Mannington Technical Services at 800.241.2262 ext. 3 or visit manningtoncommercial.com.



ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS EQUALIS GROUP: COMMERCIAL FLOORING MATERIALS WITH INSTALLATION AND RELATED SERVICES & SOLUTIONS PROGRAM

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“**Master Agreement**”) with the winning supplier (“**Winning Supplier**”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in **blue ink**, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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Bidders must provide all the information outlined below

1. Equalis Group RFP Name: <u>RFP # COG-2101</u>	2. Proposal Due Date: <u>September 3, 2020</u>
3. Bidder Name: <u>Mannington Commercial, a business unit of Mannington Mills, Inc.</u> <i>(legal name of the entity responding to RFP)</i>	4. Bidder Federal Tax ID # or Social Security #: <u>21-0506420</u>
5. Bidder Corporate Address: 1844 US Highway 41 SE Click or tap here to enter text. Calhoun, GA 30701	6. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> PO Box 96261 Chicago, IL 60693 Click or tap here to enter text. Click or tap here to enter text.

7. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u>	
Bidder Representative:	<u>Jody Steger</u>
Representative's Title:	<u>Director, GSA & Government Sales</u>
Address 1:	<u>1844 US Highway 41 SE</u>
Address 2:	<u>Street Address 2</u>
City, State Zip:	<u>Calhoun, GA 30701</u>
Phone #:	<u>703-489-5698</u>
Fax #:	<u>706-629-2171</u>
E-Mail Address:	<u>jody.steger@mannington.com</u>
8. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):	
Bidder Representative:	<u>Shanon Newsome</u>
Representative's Title:	<u>Manager, Sales Operations</u>
Address 1:	<u>1844 US Highway 41 Se</u>
Address 2:	
City, State Zip:	<u>Calhoun, GA 30701</u>

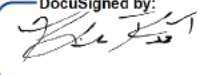
Phone #: 706-602-6430
 Fax #: 706-629-2171
 E-Mail Address: shanon.newsome@mannington.com

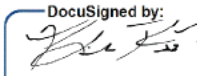
9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes No

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

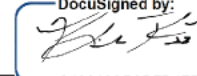
10. Mandatory Supplier Certifications:

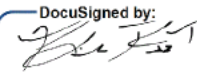
CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that Mannington Commercial, a business unit of Mannington Mills, Inc. (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

I,  AND (insert signature of representative shown in Item #7 above), hereby certify and affirm that Mannington Commercial, a business unit of Mannington Mills, Inc. (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

I,  AND (insert signature of representative shown in Item #7 above) hereby certify and affirm that Mannington Commercial, a business unit of Mannington Mills, Inc. (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

I,  AND (insert signature of representative shown in Item #7 above) hereby certify and affirm that Mannington Commercial, a business unit of Mannington Mills, Inc. (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

11. Supplemental Bidder Contract and Equal Employment Opportunity Information:



A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	█	█
% of those who are Women:	█	█
% of those who are Minorities:	█	_____

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-
- YES, but for less than 50% of the work -or- *NOTE: yes, if requested by the Equalis Member for installation*
- YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: UNDETERMINED AT CURRENT TIME

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: _____ %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.

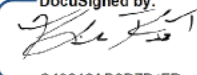
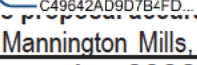
Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

DocuSigned by:

14. I  _____, (insert signature of representative shown in Item #7 above) hereby affirm that this  _____, (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

15. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

15.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

DocuSigned by:



C49642AD9D7B4FD...

Signature of Bidder representative

15.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DocuSigned by:



C49642AD9D7B4FD...

Signature of Bidder representative

15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? BR [tap here to enter text.](#)
(initials of Authorized Representative)

15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? BR [tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? BR [p here to enter text.](#)
(Initials of Authorized Representative)

15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

Does Supplier Partner agree? BR [p here to enter text.](#)
(Initials of Authorized Representative)

15.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? BR [p here to enter text.](#)
(Initials of Authorized Representative)

15.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? Click **BR** here to enter text.
(Initials or Authorized Representative)

15.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? Click **BR** here to enter text.
(Initials or Authorized Representative)

15.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? Click **BR** here to enter text.
(Initials or Authorized Representative)

15.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? ^{DS} BR [tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree? ^{DS} BR [tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Purchasing Agreement.

Does Supplier Partner agree? ^{DS} BR [tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? ^{DS} BR [tap here to enter text.](#)
(Initials of Authorized Representative)

15.3.13. Applicability to Subcontractors

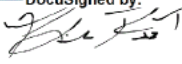
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? ^{DS} BR [Click here to enter text.](#)
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Mannington Commercial

Bidder Name

DocuSigned by:

 C49642AD9D7B4FD...

 rized Company Official

Brad Root

Printed Name

Senior Vice President Sales

Title

9/2/2020
 Click or tap here to enter text.

Date

16. Required Documents for Supplier Partners Intending to Do Business in New Jersey

16.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: Mannington Commercial

Street Address: 1844 US Highway 41 SE

City, State Zip: Calhoun, GA 30701

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Brad Root, an authorized representative of Mannington Commercial, a business unit of Mannington Mills, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)



NAME	ADDRESS	% INTEREST
Keith Campbell	[REDACTED]	11.95%
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief

DocuSigned by:

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Authorized Signature and Title

9/2/2020

Enter Date Signed

Date

16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: Mannington Commercial

Street Address: 1844 US Highway 41 SE

City, State Zip: Calhoun, GA 30701

State of New Jersey

County of Salem

I, Brad Root of the Your City in the County of Your County, State of Your State of full age, being duly sworn according to law on my oath depose and say that:

I am the Your Title of the firm of Bidder Name, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Mannington Commercial, a business unit of Mannington Mills, Inc.

DocuSigned by:

C49642AD9D7B4FD... e

Senior Vice President Sales

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

16.3. Affirmative Action Affidavit
(P.L. 1975, C.127)

Bidder Name: Mannington Commercial

Street Address: 1844 US Highway 41 SE

City, State Zip: Calhoun, GA 30701

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Bidder Name

Authorized Signature

Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

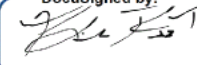
The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:


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Signature of Procurement Agent Authorized Party

16.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lqs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner** and on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lqs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee¹,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

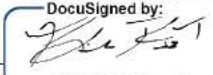
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Part I – Supplier Partner Information

Bidder Name:	Mannington Commercial		
Address:	1844 US Highway 41 SE		
City:	Calhoun	State:	GA
Zip:	30701		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:


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Brad Root
Printed Name

Senior VP, Sales
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

16.5. Stockholder Disclosure Form

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Keith Campbell [REDACTED]	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

17. Required Documents for Supplier Partners Intending to Do Business in Arizona

17.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".



CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

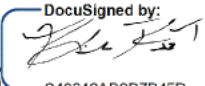
AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

DocuSigned by:


 C49642AD9D7B4FD...ed Representative

9/2/2020
 Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mannington Mills, Inc.		
	2 Business name/disregarded entity name, if different from above Mannington Commercial		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 12281, 1844 US HWY 41 SE		Requester's name and address (optional)
	6 City, state, and ZIP code Calhoun, GA. 30703		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	1		-	0	5	0	6	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/20/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.