



**REQUEST FOR PROPOSAL (RFP) FOR
Flooring and Outdoor Surfaces Solutions**

**SOLICITATION NUMBER
03-23**

**PUBLICATION DATE
February 7th, 2023**



**Competitive Solicitation by
Region 14 Education Service Center
for
Flooring and Outdoor Surfaces Solutions
on behalf of itself and other Government Agencies
and made available through the
National Cooperative Purchasing Alliance
RFP # 03-23**

Engineered Floors, LLC

NCPA RFP 03-23

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INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 – References
- Tab 7 – Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

NOTICE TO RESPONDENT:

Submittal Deadline:

Thursday, March 23rd, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than March 16th, 2023. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Flooring and Outdoor Surfaces Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Flooring and Outdoor Surfaces Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

INTRODUCTION/SCOPE

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Flooring and Outdoor Surfaces Solutions.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

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**NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23**

Tab 1 – Master Agreement/Signature Form

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing. **Engineered Floors will ship FOB Mill, freight prepaid and added to the invoice.**

On time made to order fulfillment greater than 99%

Order fulfillment from stock 70%

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of **flooring products**
- Life expectancy of **flooring products** under normal use
- Detailed information as to proposed return policy on all **flooring products**.

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Year over Year our claims percentage based on top line dollars is 1% or less.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer. **From 2019 to 2022 Engineered Floors has more than doubled sales under the NCPA contract.**

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Engineered Floors, LLC DBA J+J Flooring Group and EF Contract

Company Name

1502 Coronet Drive

Address

Dalton

City

GA

State

30720

Zip

800-241-4586 x18608

Telephone Number

Fax Number

Rachell.byers@engineeredfloors.com

Email Address

Nancy S. Millett

Printed Name

EVP & CFO

Position


Authorized Signature

**NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23**

Tab 2 – NCPA Administration Agreement

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Engineered Floors, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 03-23 02-146, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Flooring and Outdoor Surfaces Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Engineered Floors, LLC DBA J+J Flooring
Group and EF Contract

Sarah Vavra
Name

Vendor Name

Nancy S. Millett

Name

Sr. Vice President, Public Sector Contracting
Title

EVP & CFO

Title

5001 Aspen Grove
Address

1502 Coronet Drive

Address

Franklin, TN 37067
Address

Dalton, GA 30720

Address

Signature



Signature

May 1, 2023
Date

3-23-2023

Date

**NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23**

Tab 3 – Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization
 No, we do not have any programs in place.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of _____,
State of _____.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: _____

Processing Contact Information

Contact Person Rachell Byers

Title Account Services & Contract Manager

Company Engineered Floors, LLC DBA J+J Flooring and EF Contract

Address 1502 Coronet Drive

City/State/Zip Dalton, Ga 30720

Phone 800-241-4586 ext 18608

Email Rachell.byers@engineeredfloors.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
State of Kentucky	0	12/31/2023	\$250 K
State of North Carolina	0	06/09/2024	\$528 K

NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23

Tab 4 – Vendor Profile

TAB 4
VENDOR PROFILE See attached Tab 4 Vendor Profile Response

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$ _____ in year one
 - \$ _____ in year two
 - \$ _____ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Engineered FLOORS

COMMERCIAL DIVISION



FLOORING

EF Contract

ENGINEERED FLOORS
COMMERCIAL DIVISION

818 J&J Drive
PO Box 2207
Dalton, GA 30722

P 800 241 4586

jflooring.com
efcontractflooring.com

Engineered Floors response to Solicitation # 03-23

Tab 4 Vendor Profile Answers

Company's official registered name.

Engineered Floors, LLC
DBA J+J Flooring Group and EF Contract

1502 Coronet Drive
Dalton, GA 30720
800-241-4586 x 18608

Brief history of your company, including the year it was established.

Who is Engineered Floors?

Engineered Floors, LLC, founded in 2009, is a private company owned and controlled by Robert E. Shaw and his family.

We are the fastest growing flooring company in North America. In our 13 year history, we have invested over \$1.4B to build 10 million square feet of state of the art manufacturing facilities. We now employ over 4900 associates.

How did Engineered Floors enter the commercial market segment?

Engineered Floors acquired J+J Flooring in 2016. J+J Flooring has been manufacturing commercial flooring since 1957. Since acquiring J+J Flooring, Engineered Floors invested an additional \$100M in state of the art commercial facilities.

Company's Dun & Bradstreet (D&B) number.

020743442

Company's organizational chart of those individuals that would be involved in the contract.

Rachell Byers
Account Services & Contract Manager
rachell.byers@engineeredfloors.com
800-241-4586 x18608

Debra Ramsay
Customer Relations + Account Services Manager
debra.ramsay@engineeredfloors.com
800-241-4586 x88392

Ed Shelton
Director – Customer Relations + Customer Service
ed.shelton@engineeredfloors.com
800-241-4586 x88332

Robin Long
Sales Support
robin.long@engineeredfloors.com
800-241-4586 x58719

Corporate office location.

[Engineered Floors, LLC – 1502 Coronet Drive, Dalton, GA 30720](#)
[J+J Flooring Group – 818 J&J Drive, Dalton, GA 30720](#)
[EF Contract - 818 J&J Drive, Dalton, Ga 30720](#)

List the number of sales and service offices for states being bid in solicitation.

[Engineered Floors is headquartered in Dalton, GA at 1502 Coronet Drive.](#)
[All manufacturing operations are in Georgia or Alabama. EF has several sales offices outside Georgia and a warehouse in California.](#)

Names of key contacts at each address, title, address, phone, email

Rachell Byers
Account Services & Contract Manager
818 J&J Drive, Dalton, GA
800-241-4586 x18608
rachell.byers@engineeredfloors.com

Debra Ramsay
Customer Relations + Account Services Manager
818 J&J Drive, Dalton, GA
800-241-4586 x88392
Debra.ramsay@engineeredfloors.com

Ed Shelton
Director – Customer Relations + Customer Service
818 J&J Drive, Dalton, GA
800-241-4586 x 88332
Ed.shelton@engineeredfloors.com

Define your standard terms of payment.

Net 30 day

Who is your competition in the marketplace?

Our competition is with those companies who are active in the commercial flooring sector. These include, but are not limited to, Shaw, Mohawk, Interface and Mannington.

Provide Annual Sales for the last 3 years broken out into the following categories:

Cities/Counties

K-12

Higher Education

Other government agencies or non profit organizations

We do not separate sales for cities/counties, K-12 and high education.

To gain some perspective of our size, please consider the following.

We are the third largest carpet company in North America.

We are investing at a level to become the largest carpet company in the world.

We have extensive vertical capability on most of the products that we create.

Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Year 1 \$6,000,000
Year 2 \$9,000,000
Year 3 \$12,000,000

What differentiates your company from competitors?

We operate state-of-the-art manufacturing facilities, 80% of which were built since 2010. Our manufacturing plants are equipped with equipment that has an average age of 5 to 6 years. This equipment has very high levels of computer process controls, allowing us to achieve some of the highest quality and service levels in the industry.

In 2013, we introduced Kinetex, a hybrid textile composite flooring. This patented product is unique to our company and offers the “best of both worlds” with regard to soft surface (carpet) and hard surface commercial flooring. It has one of the highest post-consumer content levels in the industry and is the only product that is completely breathable, allowing it to be installed in higher moisture building environments without moisture abatement.

Compared to typical competitors, our manufacturing model is highly vertically integrated, which is very efficient and flexible, which allows us to overcome potential supply chain disruptions. Over the last 3 years, we have maintained service through the pandemic, raw material and labor shortages.

Describe how your company will market this contract if awarded?

- Collaborate with Omnia/NCPA to ensure our sales team receives complete sales training, that they are aware of their target clients by supplying monthly membership lists, and that they are capable of explaining the contract to customers.
- Sales and marketing Flyers
- Advertising on J+J Flooring and EF Contract Website
- The Contract Manager will conduct individualized training.

Describe how you intend to introduce NCPA to your company?

Engineered Floors has held the NCPA contract for the past 5 years. Our sales team is very familiar with the contract and has the directive to grow this contract. We will continue to provide training for sales reps and keep them up to date marketing material and also provide monthly membership lists.

Describe your firm's capabilities and functionality of your on-line catalog/ordering website?

When using Engineered Floors ordering web interface, customers can place and check the status of orders, view and print price sheets, view invoices, and make payments to their account online. Our system works with any PC, tablet, or smartphone with an internet connection. Multiple users can be set up for any account, including those with multiple ship-to locations.

Our unique website features an online inventory tool, which displays available on the shelf inventory by total number of square feet or square yards in real time. We also have Digital Preview that allows in room viewing of flooring products by style, color and installation method.

Our website also provides project galleries and videos for installation and product.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)?

Engineered Floors has a dedicated Account Services team that is separate from our Commercial Customer Service. This dedicated team handles all aspects of the NCPA projects. This includes, but not limited to, order entry, quotes, project documentation, etc. Our team is located in Dalton, Ga. and is available Monday through Friday 8:00 am- 5:00 pm.

Green Initiatives (if applicable)

Engineered Floors Commercial Division has a comprehensive sustainability program centered around transparency and quantifiable continuous improvement. This long-standing program includes (but is not limited to):

- Annual Sustainability Reports available on our websites showcasing several initiatives as well as charts indicating our annual reductions in water usage, energy usage, greenhouse gas emissions, and landfill intensity.
- ISO 14001 Certification of our J+J Drive manufacturing facilities.
- Third-party verified Environmental Product Declarations (EPDs), Health Product Declarations, and Life Cycle Analyses (LCAs) for our running line offerings.
- Our Kinetex Textile Composite Flooring contains 45% post-consumer recycled content (equal to 27 used water bottles per tile), has a Red List Free Declare label, and is NSF 140 certified at the Platinum level.

- The R4 Sample Return Program recycles/reuses 5,000 pounds of samples every month, diverting 60,000 pounds of samples from landfills each year.
- Our flooring and adhesives are Green Label Plus (carpet and Kinetex) or Floorscore (LVT) certified for low VOCs.
- The flooring reclamation program facilitates the landfill diversion of post-consumer carpet from installations that are replacing their flooring with a J+J Flooring or EF Contract floorcovering.
- We incorporate recycled content in nearly all of our product platforms.

Anti-Discrimination Policy – Please see attached policy.

Vendor Certifications: Please see attached Certifications for both J+J Flooring Group and EF Contract Brands.

Anti-Harassment / Anti-Discrimination Policy

Effective Date:

January 1, 2023

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I. PURPOSE

Engineered Floors is committed to providing all employees with a work environment that is safe, healthy, diverse, inclusive, and respectful and therefore free of harassment (including sexual harassment), discrimination or retaliation.

II. SCOPE

This policy applies to all aspects of employment including, but not limited to recruitment, hiring, placement, transfers, training, promotion, rates of pay, other compensation, disciplinary action, terminations and all other terms, conditions and privileges of employment. Employees are expected to apply and follow this policy within all aspects of performing their job duties with fellow employees, customers, vendors, visitors and other third parties.

This policy is designed to protect against harassment and/or discrimination based on age, race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), reproductive health decision making, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

This policy applies to the usage of company technology, systems, emails, texts, videoconferencing, instant messaging, chats, phones and other communication tools.

III. DEFINITIONS

Discrimination: Is defined as treatment or conduct that is in favor or against an employee based on a group, category or class to which the individual belongs, rather than on individual merit.

Harassment: Is defined as verbal or physical conduct that insults or shows hostility or aversion toward an individual based on a protected category, group or class. While it is not possible to list all the circumstances that may constitute a form of workplace harassment, the following are some examples of conduct considered inappropriate and could constitute harassment in the workplace:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group

Sexual Harassment: Is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either

explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments or other non-verbal gestures regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

IV. REPORTING DISCRIMINATION AND HARASSMENT

Employees who witness or experience any conduct that may violate this policy must immediately report this conduct to Human Resources or a member of management.

In addition, managers or supervisors who observe such conduct or who receive any report or complaints about such conduct must immediately inform Human Resources.

All reports and complaints will be investigated and appropriate action taken. To the extent possible, EF will protect the confidentiality of all involved parties. If EF determines that a violation of this policy has occurred, corrective action will be taken up to and including termination of employment. As necessary, follow-up actions and monitoring may occur to assure inappropriate conditions or behaviors have stopped.

V. RETALIATION

Engineered Floors prohibits retaliation, in any form, against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of discrimination or harassment. If at any time an employee believes retaliation has occurred, they should immediately contact Human Resources.

**NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23**

Tab 5 – Products and Services/Scope

TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of **flooring material** and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement **material**
- Life expectancy of **flooring material** under normal use
- Detailed information as to proposed return policy on all **flooring material**

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Flooring and Outdoor Surfaces Solutions categories. List all categories along with manufacturer that you are responding with:

- J&J
- All Carpet, Resilient
Flooring **and Textile**
Composite Flooring



TitanBac® Plus Limited Lifetime Warranty

We extend certain warranties which cover products manufactured with TitanBac® Plus. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that the carpet is directly glued to an approved substrate and is (1) installed in accordance with our carpet installation instructions and (2) maintained in accordance with our carpet maintenance instructions.

NOTE: *The use of Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer is required and the appropriate amount of adhesive must be ordered with carpet to receive lifetime material warranty. Failure to order adhesive will result in the warranty period being reduced to one (1) year*

Warranties

For carpet backed with TitanBac® Plus, the following lifetime warranties apply:

Moisture Penetration: Under normal use, carpet will maintain a functional barrier to moisture penetration.

Tuft Bind (edge ravel, yarn pulls, zippering): Under normal use, carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls or zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Should our TitanBac® Plus product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no charge for materials, freight and labor: A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Failure to use Commercialon Premium Carpet Adhesive and Commercialon Premium Seam Sealer.
2. Unsatisfactory transit or improper storage.
3. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls, and cuts.
6. Improper cleaning agents, methods, or general soiling.
7. Failure to follow our published installation guidelines or improper installation.
8. Athletic equipment such as roller blades, ski boots or spiked athletic shoes, other than spikeless golf shoes.
9. Accidental flooding and acts of God.

NOTE: *This warranty is for direct glue down and is voided if installed using any other method.*

For J+J Flooring products: J+J Flooring Customer Relations Department at 800-241-4586

For EF Contract products: EF Contract Customer Relations Department at 800-451-1250

For Pentz products: Pentz Technical Service at 866-706-9745 x8407



Endure® Plus Limited Lifetime Warranty

We extend certain warranties which cover products manufactured with Endure® Plus - our exclusive attached cushion backing. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that the carpet is directly glued to an approved substrate and is (1) installed in accordance with our carpet installation instructions and (2) maintained in accordance with our carpet maintenance instructions.

NOTE: *The use of Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer is required and the appropriate amount of adhesive must be ordered with carpet to receive lifetime material warranty. Failure to order adhesive will result in the warranty period being reduced to one (1) year.*

Warranties

For carpet backed with Endure Plus, the following lifetime warranties apply:

Moisture Penetration: Under normal use, carpet will maintain a functional barrier to moisture penetration.

Tuft Bind (edge ravel, yarn pulls, zippering): Under normal use, carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls or zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Should our Endure Plus product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods

at no charge for materials, freight and labor: A) repair the affected area, B) replace the affected area with comparable product, C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Failure to use Commercialon Premium Modular Adhesive and Seam Sealer applied at the recommended spread rate.
2. Unsatisfactory transit or improper storage.
3. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls, and cuts.
6. Improper cleaning agents, methods, or general soiling.
7. Failure to follow our published installation guidelines or improper installation.
8. Athletic equipment such as roller blades, ski boots or spiked athletic shoes, other than spikeless golf shoes.
9. Accidental flooding and acts of God.

For J+J Flooring products: J+J Flooring Customer Relations Department at 800-241-4586

For EF Contract products: EF Contract Customer Relations Department at 800-451-1250

For Pentz products: Pentz Technical Service at 866-706-9745 x8407



PremierBac® Plus 10 Year Warranty

We extend certain warranties, which cover products manufactured with PremierBac® Plus. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is direct glue down and installed in accordance with our carpet installation instructions, and (2) the carpet is maintained in accordance with our carpet maintenance instructions.

NOTE: *The use of Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer is required and the appropriate amount of adhesive must be ordered with carpet to receive ten-(10) year material warranty. Failure to order adhesive will result in the warranty period being reduced to one (1) year.*

Warranties

For carpet backed with PremierBac Plus, the following ten (10) year warranties apply:

Tuft Bind (edge ravel, yarn pulls, zippering):

Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, and zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Should our PremierBac Plus product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no change for materials, freight and labor; A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected areas. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet which is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
3. Placing excessively heavy equipment on carpet.
4. Tears, burns, pulls, and cuts.
5. Improper cleaning agents, methods, or general soiling.
6. Failure to follow our published installation guidelines or improper installation.
7. Athletic equipment such as roller blades, ski boots, or spiked athletic shoes of any kind.
8. Accidental flooding and acts of God.
9. Failure to purchase and use Commercialon Premium Carpet Adhesive and Commercialon Premium Carpet Seam Sealer will result in the warranty period being reduced to one (1) year.



LVT 12 mil - 7 Year Light Commercial Warranty

WARRANTY OWNER:

This limited warranty extends only to the original end-user and are non-transferable. No installer, retailer, distributor or agent, or employee of Engineered Floors Commercial Division may alter the obligations or limitations of any of our flooring warranties.

INSTALLATION/WORKMANSHIP:

We do not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your commercial floor must be installed correctly over a properly prepared sub-floor. Your commercial floor must regularly and properly be maintained. The product must be installed using Commercialon® Nexus and LVT Adhesive. Failure to order the adhesive will result in the warranty period being reduced to one (1) year.

TERMS:

Within Seven Years: If a defect covered by this warranty is reported to us in writing within seven years of purchase, and the claim is deemed valid, we will supply new material of the same or similar grade sufficient to repair or replace the defective material. We will pay all reasonable labor costs.* Provided that (1) the LVT is installed using full spread Commercialon Nexus and LVT modular adhesive and other guidelines described in our LVT installation instructions.

If LVT is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions and similar materials that may have been placed over the LVT subsequent to completion of the original installation.

Note: The use of Commercialon® Premium Modular Adhesive is required and must be ordered with the LVT to receive the 7 year warranties. Failure to order the adhesive will result in the warranty period being reduced to one (1) year.

WARRANTY TERM/COVERGE: 7 years

- All manufacturing defects
- Wear – the product will not wear through to (damage or affect) the printed film layer due to normal traffic

EXCLUSIONS:

The following are not covered by this warranty

- Damage caused by improper installation and/or maintenance
- Differences in color between products and samples or photographs
- Problems arising from excessive moisture, alkali or water pressure from the sub-floor
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors
- Discoloration, including but not limited to UV light and heat sources
- Surface scratches, changes in shading, texture and/or gloss during use
- Damage caused by chemically reactive material, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing
- Inappropriate end-user activities
- Construction or installation-related damage
- Damage caused by fire, flooding or intentional abuse
- Failure to purchase and use Commercialon Premium Modular/ LVT Adhesive

LIMITATION ON DAMAGES:

We exclude and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. Our sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that we shall repair, at our option, or replace the defective material. In no event, including in the case of a claim of negligence, shall we be liable for incidental or consequential damages.

CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by us within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to us in writing prior to the actual installation. If the product is already installed, then we must examine and verify the defect.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.

*reasonable labor costs shall be determined solely by us



LVT 20 mil - 10 Year Commercial Warranty

WARRANTY OWNER:

This limited warranty extends only to the original end-user. The warranty is non-transferable. No installer, retailer, distributor or agent, or employee of Engineered Floors Commercial Division may alter the obligations or limitations of any our flooring warranties.

INSTALLATION/WORKMANSHIP:

We do not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your commercial floor must be installed correctly over a properly prepared sub-floor. Your commercial floor must regularly and properly be maintained. The product must be installed using Commercialon® Nexus and LVT Adhesive. Failure to order the adhesive or TileTabs will result in the warranty period being reduced to one (1) year.

TERMS:

Within Ten Years: If a defect covered by this warranty is reported to us in writing within ten years of purchase, and the claim is deemed valid, we will supply new material of the same or similar grade sufficient to repair or replace the defective material. We will pay all reasonable labor costs.* Provided that (1) the LVT is installed using the full spread Commercialon Nexus and LVT modular adhesive or TileTabs method (5mm only) and other guidelines described in our LVT installation instructions.

If LVT is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions and similar materials that may have been placed over the LVT subsequent to completion of the original installation.

Note: The use of Commercialon® Premium Modular Adhesive or appropriate TileTabs is required and must be ordered with the LVT to receive the 10 year warranties. Failure to order the adhesive or TileTabs will result in the warranty period being reduced to one (1) year.

WARRANTY TERM/COVERGE: 10 years

- All manufacturing defects
- Wear – the product will not wear through to (damage or affect) the printed film layer due to normal traffic

EXCLUSIONS:

The following are not covered by this warranty

- Damage caused by improper installation and/or maintenance
- Differences in color between products and samples or photographs
- Problems arising from excessive moisture, alkali or water pressure from the sub-floor
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors
- Discoloration, including but not limited to UV light and heat sources
- Surface scratches, changes in shading, texture and/or gloss during use
- Damage caused by chemically reactive material, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing
- Inappropriate end-user activities
- Construction or installation-related damage
- Damage caused by fire, flooding or intentional abuse
- Failure to purchase and use Commercialon Premium Modular/ LVT Adhesive

LIMITATION ON DAMAGES:

We exclude and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. Our sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that we shall repair, at the our option, or replace the defective material. In no event, including in the case of a claim of negligence, shall we be liable for incidental or consequential damages.

CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by us within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to us in writing prior to the actual installation. If the product is already installed, then we must examine and verify the defect.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.

*reasonable labor costs shall be determined solely by us.



Nexus® Modular Limited Lifetime Warranty

We extend certain warranties that cover products manufactured with Nexus® Modular backing. These warranties protect the original end use purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed using the full spread modular adhesive or TileTabs® method and other guidelines described in our carpet installation instructions, and (2) the carpet is maintained in accordance with our carpet maintenance instructions.

NOTE: *The use of Commercialon® Premium Modular Adhesive or appropriate TileTabs is required and must be ordered with the carpet to receive the material lifetime warranties. Failure to order the adhesive or TileTabs will result in the warranty period being reduced to one (1) year.*

Warranties

For carpet backed with Nexus Modular, the following lifetime warranties apply:

Tuft Bind (edge ravel, yarn pulls, zippering): Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, or zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Dimensional Stability: Under normal use and atmospheric conditions, Nexus Modular is dimensionally stable and will not shrink, grow, cup, or dome.

Should our Nexus Modular product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Failure to purchase and use Commercialon Premium Modular Adhesive or Nexus TileTabs Modular Adhesive must be applied at the recommended spread rate.
2. Unsatisfactory transit or improper storage.
3. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls, and cuts.
6. Improper cleaning agents, methods, or general soiling.
7. Failure to follow our published installation guidelines or improper installation.
8. Athletic equipment such as roller blades, ski boots, or spiked athletic shoes, other than spikeless golf shoes.
9. Accidental flooding and acts of God.

NOTE: *Due to the visual characteristics of modular carpets – pattern repeats, pattern run-off, and seams may appear more noticeable than in broadloom carpets. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting modular carpet and its installation.*



Nexus® Cushion Limited Lifetime Warranty

We extend certain warranties that cover products manufactured with Nexus® Cushion backing. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed using the full spread method and other guidelines described in our Nexus Cushion Modular installation instructions, and (2) the carpet is maintained in accordance with our carpet maintenance instructions.

NOTE: *The use of Nexus® Cushion Modular Adhesive is required and must be ordered with the carpet to receive the material lifetime warranty. Failure to order the adhesive will result in the warranty period being reduced to one (1) year.*

Warranties

For carpet backed with Nexus Cushion, the following lifetime warranties apply:

Tuft Bind (edge ravel, yarn pulls, zippering): Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, or zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Dimensional Stability: Under normal use and atmospheric conditions, Nexus® Cushion is dimensionally stable and will not shrink, grow, cup, or dome.

Should our Nexus Cushion product fail to perform as warranted above, we will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Failure to use Nexus Cushion Modular Adhesive
2. Unsatisfactory transit or improper storage.
3. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls, and cuts.
6. Improper cleaning agents, methods, or general soiling.
7. Failure to follow our published installation guidelines or improper installation.
8. Athletic equipment such as roller blades, ski boots, or spiked athletic shoes other than spikeless golf shoes.
9. Accidental flooding and acts of God.

NOTE: *Due to the visual characteristics of modular carpets – pattern repeats, pattern run-off, and seams may appear more noticeable than in broadloom carpets. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting modular carpet and its installation.*



TileTabs® Modular Carpet Connectors Limited Lifetime Warranty

Warranties

TileTabs® Modular Carpet Connectors are warranted against product failure for use only with Nexus® Modular and 5mm LVT products manufactured by J+J Flooring, EF Contract and Pentz Commercial.

TileTabs will create a stable installation to the properly prepared substrate. TileTabs are not a remedy for high moisture or high alkalinity in slabs. This warranty is contingent upon strict adherence to substrates conforming to specified porosity, moisture, and alkalinity thresholds as published in the our carpet and lvt installation instructions.

In the event TileTabs fail to perform to specified standards, we must be notified in writing within 15 calendar days of indication of failure, with a copy of the invoice for the TileTabs. Mill approved personnel will then inspect the installation.

Should it be determined from the inspection that our TileTabs product failed to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no charge for materials, freight, and labor: A) refund the full purchase price of the TileTabs in the affected area, B) repair the affected area, or C) replace the damaged carpet modules if damage is due to TileTabs failure. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. We are not responsible for damages caused by the improper use of TileTabs or failure to comply with the instructions accompanying this product.

Exclusions

This warranty is assigned to the original end-user for the carpet installed in its original location, and this warranty is non-transferable.

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, ramps, inclines or use with forklifts or similar equipment.
3. Accidental flooding and acts of God.
4. Failure to use TileTabs at the proper rate.

Commercialon® Premium Adhesive for Modular Carpet and LVT Limited Lifetime Warranty

J+J Flooring warrants Commercialon® Premium Adhesive for Modular Carpet and LVT against product failure for the lifetime of the installation.

J+J Flooring warrants that Commercialon Premium Adhesive for Modular Carpet and LVT will bond the modular carpet and LVT to the properly prepared substrate for the life of the carpet installation. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds.

In the event our Commercialon Premium Modular Adhesive product fails to perform to specified standards, J+J Flooring must be notified in writing within 15 calendar days of indication of failure. Included with that notification must be a copy of the invoice for the Commercialon Premium Adhesive for Modular Carpet and LVT. J+J Flooring approved personnel will then inspect the installation.

Should it be determined from the inspection that our Commercialon product failed to perform as warranted above, J+J Flooring will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) refund the full purchase price of the Commercialon product in the affected area, B) repair the affected area, or C) replace the affected area. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J Flooring is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

Exclusions

This warranty is assigned to the original purchaser for the carpet installed in its original location, and is non-transferable.

1. Maximum pH reading is 9.0 using pH testing strips.
2. Maximum RH readings must not exceed 90%.
3. Failure to use recommended spread rate and to follow J+J Flooring's published installation guidelines.
4. Unsatisfactory transit or improper storage.
5. Accidental flooding and act of God.

Commercialon® Premium Carpet Adhesive & Seam Sealer Lifetime Warranties

Warranties

J+J Flooring Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer against product failure for the lifetime of the installation.

J+J Flooring warrants that Commercialon Premium Carpet Adhesive will bond the carpet to the properly prepared substrate for the life of the carpet installation. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds.

J+J Flooring warrants that Commercialon Premium Carpet Seam Sealer will maintain a welded seam for the life of the carpet. This warranty is contingent upon proper application as specified in the Technical Data Sheet.

In the event a Commercialon product fails to perform to specified standards, J+J Flooring must be notified in writing within 15 calendar days of indication of failure, with a copy of the invoice for the Commercialon product used. J+J Flooring approved personnel will then inspect the installation.

Should it be determined from the inspection that our Commercialon product failed to perform as warranted above, J+J Flooring will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) refund the full purchase price of the Commercialon product in the affected area, B) repair the affected area, or C) replace the affected area. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J Flooring is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

Exclusions

This warranty is assigned to the original end-user for the carpet installed in its original location, and this is non-transferable.

1. Maximum pH reading is 9.0 using pH testing strips.
2. Maximum pH readings must not exceed 85%.
3. Failure to use recommended spread rate and to follow J+J Flooring's published installation guidelines.
4. Unsatisfactory transit or improper storage.
5. Accidental flooding and acts of God.

Commercialon® Premium Carpet Adhesive & Seam Sealer Lifetime Warranties

J+J Flooring warrants Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer against product failure for the lifetime of the installation.

J+J Flooring warrants that Commercialon Premium Carpet Adhesive will bond the carpet to the properly prepared substrate for the life of the carpet installation. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds.

J+J Flooring warrants that Commercialon Premium Carpet Seam Sealer will maintain a welded seam for the life of the carpet. This warranty is contingent upon proper application as specified in the Technical Data Sheet.

In the event a Commercialon product fails to perform to specified standards, J+J Flooring must be notified in writing within 15 calendar days of indication of failure, with a copy of the invoice for the Commercialon product used. J+J Flooring approved personnel will then inspect the installation.

Should it be determined from the inspection that our Commercialon product failed to perform as warranted above, J+J Flooring will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) refund the full purchase price of the Commercialon product in the affected area, B) repair the affected area, or C) replace the affected area. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J Flooring is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

Exclusions

This warranty is assigned to the original end-user for the carpet installed in its original location, and this is non-transferable.

1. Maximum pH reading is 9.0 using pH testing strips.
2. Maximum RH readings must not exceed 80%.
3. Failure to use recommended spread rate and to follow J+J Flooring's published installation guidelines.
4. Unsatisfactory transit or improper storage.
5. Accidental flooding and acts of God.



Kinetex® Limited Lifetime Warranty

Certain lifetime warranties are extended covering Kinetex® textile composite flooring. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the product, provided that 1) installation is in accordance with our Kinetex Installation Instructions and 2) it is maintained in accordance with the non-PreFix Kinetex Maintenance Instructions.

Kinetex orders will not be accepted unless Kinetex Adhesive is included.

Warranties

Product Performance: Under normal use and when installed and maintained in accordance with our published procedures, this modular textile flooring will not delaminate along seams or lose more than five (5%) percent by weight of fiber during its useful life.

Colorfastness (Light and Crocking): Kinetex will resist color change caused by light for the life of the flooring, which means a colorfastness rating of 4 or better after 400 SFU's of exposure in accordance with AATCC 16. We warrants that Kinetex will resist color transfer and will exhibit permanent colorfastness (wet or dry) to crocking for the useful life of the installation as measured by AATCC Test Method 165, minimum stain rating of 4 or better when compared to AATCC Color Transference Scale.

Stain Removal: Kinetex will resist permanent staining caused by spots and spills. Exceptions include the following which are not the result of staining: appearance change due to damage from exposure to conditions, materials or contaminants which degrade or destroy polyester; damage resulting from non-approved cleaning agents; installation outdoors; exposure to parking lot dressing, coating or sealer; and material which has been subject to abnormal use or conditions. (In the unlikely event that the stain cannot be removed, we will pay for the material cost of Kinetex up to 100 times the size of the stain based on our invoiced price and not to exceed our invoice total.)

Static Propensity: Kinetex will retain permanent static protection below 3.0 KV as tested in accordance with AATCC 134 Test Method.

Should our product fail to perform as warranted above, we will resolve the deficiency at its discretion, labor included, by one or more of the following methods at no charge for materials, freight and labor: A) repair of the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in the affected

areas. If Kinetex is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been installed or placed over the product subsequent to completion of the original installation. In the event a replacement is to be made for material that is not a current product, a replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as outdoor installation or in spaces within gyms where free weights are in use.
3. Improper installation. When Kinetex is installed using any method other than the approved installation methods complaints involving aesthetic dissatisfaction will not be considered. Approved installation methods vary by style.
4. Failure to use Kinetex Adhesive and failure to apply at recommended spread rate (unless PreFix).
5. Tears, burns, pulls and cuts.
6. Improper cleaning agents or methods.
7. Athletic equipment such as roller blades, ski boots and metallic spiked athletic shoes of any kind.
8. Accidental flooding and acts of God.
9. Chair glides and casters for use with Kinetex must be of a type specified / suitable for carpet or soft surface (narrow tip chair supports or 90 degree edges are not suitable). The correctly specified glide or caster will protect your investment from damage that may otherwise not be covered by the floor manufacturer's warranty.
10. Plastic Film Protection often includes adhesive. This type of protection is not recommended as its adhesive can transfer to the Kinetex face causing aggressive soiling of the product. Instead, craft paper, hardboard or similar protection is recommended.

NOTE: Due to the visual characteristics of modular products – pattern repeats, pattern run-off, and seams will appear more noticeable. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting Kinetex modular and its installation.



Kinetex® Limited Lifetime Warranty

Certain lifetime warranties are extended covering Kinetex® textile composite flooring. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the product, provided that 1) installation is in accordance with our Kinetex Installation Instructions and 2) it is maintained in accordance with the non-PreFix Kinetex Maintenance Instructions.

Kinetex orders will not be accepted unless Kinetex Adhesive is included.

Warranties

Product Performance: Under normal use and when installed and maintained in accordance with our published procedures, this modular textile flooring will not delaminate along seams or lose more than five (5%) percent by weight of fiber during its useful life.

Colorfastness (Light and Crocking): Kinetex will resist color change caused by light for the life of the flooring, which means a colorfastness rating of 4 or better after 400 SFU's of exposure in accordance with AATCC 16. We warrant that Kinetex will resist color transfer and will exhibit permanent colorfastness (wet or dry) to crocking for the useful life of the installation as measured by AATCC Test Method 165, minimum stain rating of 4 or better when compared to AATCC Color Transference Scale.

Stain Removal: Kinetex will resist permanent staining caused by spots and spills. Exceptions include the following which are not the result of staining: appearance change due to damage from exposure to conditions, materials or contaminants which degrade or destroy polyester; damage resulting from non-approved cleaning agents; installation outdoors; exposure to parking lot dressing, coating or sealer; and material which has been subject to abnormal use or conditions. (In the unlikely event that the stain cannot be removed, we will pay for the material cost of Kinetex up to 100 times the size of the stain based on our invoiced price and not to exceed our invoice total.)

Static Propensity: Kinetex will retain permanent static protection below 3.0 KV as tested in accordance with AATCC 134 Test Method.

Should our product fail to perform as warranted above, we will resolve the deficiency at its discretion, labor included, by one or more of the following methods at no charge for materials, freight and labor: A) repair of the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in the affected

areas. If Kinetex is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been installed or placed over the product subsequent to completion of the original installation. In the event a replacement is to be made for material that is not a current product, a replacement will be made with a comparable style from the current product line.

Exclusions

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as outdoor installation or in spaces within gyms where free weights are in use.
3. Improper installation. When Kinetex is installed using any method other than the approved installation methods complaints involving aesthetic dissatisfaction will not be considered. Approved installation methods vary by style.
4. Failure to use Kinetex Adhesive and failure to apply at recommended spread rate (unless PreFix).
5. Tears, burns, pulls and cuts.
6. Improper cleaning agents or methods.
7. Athletic equipment such as roller blades, ski boots and metallic spiked athletic shoes of any kind.
8. Accidental flooding and acts of God.
9. Chair glides and casters for use with Kinetex must be of a type specified / suitable for carpet or soft surface (narrow tip chair supports or 90 degree edges are not suitable). The correctly specified glide or caster will protect your investment from damage that may otherwise not be covered by the floor manufacturer's warranty.
10. Plastic Film Protection often includes adhesive. This type of protection is not recommended as its adhesive can transfer to the Kinetex face causing aggressive soiling of the product. Instead, craft paper, hardboard or similar protection is recommended.

NOTE: Due to the visual characteristics of modular products – pattern repeats, pattern run-off, and seams will appear more noticeable. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting Kinetex modular and its installation.



Kinetex® Adhesive

Warranties

Kinetex® Adhesive is warranted against product failure for the lifetime of the installation of Kinetex modular textile flooring.

We warrant that Kinetex Adhesive will bond the modular textile flooring to the properly prepared substrate for the life of the installation. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹ and alkalinity² thresholds.

In the event our Kinetex Adhesive fails to perform to specified standards, we must be notified in writing within 15 calendar days of indication of failure. Included with that notification must be a copy of the invoice for the Kinetex Adhesive. Approved personnel will then inspect the installation.

Should it be determined from the inspection that our Kinetex Adhesive failed to perform as warranted above, we will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor:

A) refund the full purchase price of the Kinetex product in the affected area, B) repair the affected area, or C) replace the affected area. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the Kinetex subsequent to completion of the original installation. We are not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

Exclusion

This warranty is assigned to the original purchaser for the Kinetex textile composite flooring installed in its original location, and this warranty is non-transferable. Flooding voids all warranties.

- 1) Maximum RH of concrete 100%. No RH testing is required. No standing water or condensation can be present during time of install. Subfloor temperature must be at least 65°F.
- 2) Maximum pH reading is 11.0 using pH testing strips.

Nexus®Cushion Modular Adhesive for Nexus®Cushion Modular Carpet Limited Lifetime Warranty

Warranties

J+J Flooring warrants Nexus® Cushion Modular Adhesive for Nexus Cushion Modular Carpet against product failure for the lifetime of the installation.

J+J Flooring warrants that Nexus Cushion Modular Adhesive for Nexus Cushion Modular Carpet will bond the modular carpet and LVT to the properly prepared substrate for the life of the carpet installation. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds.

In the event our Nexus Cushion Modular Adhesive product fails to perform to specified standards, J+J Flooring must be notified in writing within 15 calendar days of indication of failure. Included with that notification must be a copy of the invoice for the Nexus Cushion Modular Adhesive for Nexus Cushion Modular Carpet. J+J Flooring approved personnel will then inspect the installation.

Should it be determined from the inspection that our adhesive product failed to perform as warranted above, J+J Flooring will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) refund the full purchase price of the adhesive product in the affected area, B) repair the affected area, or C) replace the affected area. Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J Flooring is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

Exclusions

This warranty is assigned to the original purchaser for the carpet installed in its original location, and is non-transferable.

1. Maximum pH reading is 9.0 using pH testing strips.
2. Maximum RH readings must not exceed 90%.
3. Failure to use recommended spread rate and to follow J+J Flooring's published installation guidelines.
4. Unsatisfactory transit or improper storage.
5. Accidental flooding and act of God.



FLOORING



LEED v4 and v4.1 Credit Analysis: Nexus Cushion

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	N/A	Disclosure: Valued as 1.5 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 35+% Pre-Consumer Recycled Content: Link 15% Post-Consumer Recycled Content: Link	N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 35+% Pre-Consumer and 15% Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link Declare Label: Link	LEED Compliant HPD to 1000 or 100 ppm or Red List Free TPV Declare Label	Red List Free TPV Declare Label	Disclosure: Valued as 1.5 products (with TPV Declare) Optimization: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Nexus and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Nexus Cushion GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Nexus Cushion and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



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LEED v4 and v4.1 Pilot Credit Analysis: Nexus Cushion

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



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LEED v4 and v4.1 Credit Analysis: Nexus Modular

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 35+% Pre-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 35+% Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link Declare Label: Link	LEED Compliant HPD to 1000 or 100 ppm or TPV Declare Label	N/A	Disclosure: Valued as 1.5 products (with TPV Declare)	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Nexus and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Nexus GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017 . CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Nexus and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



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LEED v4 and v4.1 Pilot Credit Analysis: Nexus Modular

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



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LEED v4 and v4.1 Credit Analysis: PremierBac® Plus

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD; cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 25% Pre-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 25% Pre-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for PremierBac and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for Adhesive	PremierBac GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for PremierBac and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



FLOORING



LEED v4 and v4.1 Pilot Credit Analysis: PremierBac® Plus

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A



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LEED v4 and v4.1 Credit Analysis: Standard Back

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization – Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD; cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
		Carpet Reclamation Program: Link	N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program	Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization – Sourcing of Raw Materials	25% Pre-Consumer Recycled Content: Link	N/A	Recycled content: 25% Pre-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal	
		LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product	
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Standard Back and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Standard Back GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Standard Back and Adhesive Meets VOC Content Evaluation through TDS	N/A	



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LEED v4 and v4.1 Pilot Credit Analysis: Standard Back

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	VAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A



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LEED v4 and v4.1 Credit Analysis: TitanBac

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 25-30% Pre- and Post-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 25-30% Pre- and Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for TitanBac and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for Adhesive	TitanBac GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for TitanBac and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



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LEED v4 and v4.1 Pilot Credit Analysis: TitanBac

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: Kinetex

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 45+% Post-Consumer Recycled Content: Link	N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 45+% Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link Red List Free TPV Declare: Link	LEED Compliant HPD to 1000 or 100 ppm Red List Free TPV Declare	Red List Free TPV Declare Label	Disclosure: Valued as 1.5 products (with TPV Declare) Optimization: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Kinetex and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Kinetex GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Kinetex and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: Kinetex

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Platinum Certified, including credit 6.3.3.1	Contributes 100% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	VAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: LVT

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization – Environmental Product Declarations	EPD: Link	Product-specific, Type III EPD; cradle-to-grave scope, ISO 21930 compliant with external third party verification	N/A	Disclosure: Valued as 1.5 products	N/A
	Building Product Disclosure and Optimization – Sourcing of Raw Materials	LVT Reclamation Program: Link 12-24% Pre-Consumer Recycled Content: Link 29-36% Post-Consumer Recycled Content: Link	N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 29-36% Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization – Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1.5 products	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: FloorScore Certification for LVT and CRI Green Label Plus (GLP) Certification for Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	LVT FloorScore Certification Adhesive GLP Certification Adhesive VOC Content FloorScore Certification and Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through FloorScore Certification for LVT and GLP Certification for Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: LVT

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF 332 Certification	NSF 332	Contributes 100% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPcc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: Nexus Cushion

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization – Environmental Product Declarations	EPD: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	N/A	Disclosure: Valued as 1.5 products	N/A
	Building Product Disclosure and Optimization – Sourcing of Raw Materials	<p>Carpet Reclamation Program: Link</p> <p>35+-% Pre-Consumer Recycled Content: Link</p> <p>15% Post-Consumer Recycled Content: Link</p>	N/A	<p>Manufacturer participates in an extended producer responsibility ("Take Back") program</p> <p>Recycled content: 35+-% Pre-Consumer and 15% Post-Consumer Recycled Content</p>	<p>Point value based on total spend on product. This will be determined at time of submittal</p> <p>Point value based on total spend on product. This will be determined at time of submittal</p>	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization – Material Ingredients	<p>LEED Compliant HPD: Link</p> <p>Red List Free TPV Declare Label: Link</p>	<p>LEED Compliant HPD to 1000 or 100 ppm</p> <p>or</p> <p>Red List Free TPV Declare Label</p>	Red List Free TPV Declare Label	<p>Disclosure: Valued as 1.5 products (with TPV Declare)</p> <p>Optimization: Valued as 1 product</p>	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	<p>General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Nexus and Adhesive</p> <p>VOC Content Evaluation: Technical data sheet (TDS) for adhesive</p>	<p>Nexus Cushion GLP Certification</p> <p>Adhesive GLP Certification</p> <p>Adhesive VOC Content</p> <p>Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to GDPH Standard Method v1.2-2017. GDPH v1.2 Certification Listing</p>	<p>Red List Free TPV Declare Label</p> <p>Meets VOC Emissions Evaluation through GLP Certification for Nexus Cushion and Adhesive</p> <p>Meets VOC Content Evaluation through TDS</p>	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: Nexus Cushion

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: Nexus Modular

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization — Sourcing of Raw Materials	Carpet Reclamation Program: Link 35+% Pre-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 35+% Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link Declare Label: Link	LEED Compliant HPD to 1000 or 100 ppm or Red List Free TPV Declare Label	N/A	Disclosure: Valued as 1.5 products (with TPV Declare)	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Nexus and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Nexus GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Nexus and Adhesive Meets VOC Content Evaluation through TDS	N/A	



LEED v4 and v4.1 Pilot Credit Analysis: Nexus Modular

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Declare + Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: PremierBac® Plus

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization – Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD; cradle-to-grave scope; ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
	Building Product Disclosure and Optimization – Sourcing of Raw Materials	Carpet Reclamation Program: Link 25% Pre-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program. Recycled content: 25% Pre-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization – Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product Optimization: N/A	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for PremierBac and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for Adhesive	PremierBac GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for PremierBac and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: PremierBac® Plus

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPcc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	WAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: Standard Back

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization – Environmental Product Declarations	EPD: Link LCAVEPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCAVEPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+% in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
		Carpet Reclamation Program: Link 25% Pre-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 25% Pre-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization – Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for Standard Back and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	Standard Back GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for Standard Back and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: Standard Back

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpcf132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	VAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A



LEED v4 and v4.1 Credit Analysis: TitanBac

Credit Category	Credit Name	Documentation to Provide	Available Documentation for Credit Option 1: Disclosure/Reporting	Available Documentation for Credit Option 2: Optimization	LEED v4.1 Contribution	Multiplier
Materials & Resources (MR)	Building Product Disclosure and Optimization — Environmental Product Declarations	EPD: Link LCA/EPD Optimization Assessment: Link	Product-specific, Type III EPD: cradle-to-grave scope, ISO 21930 compliant with external third party verification	LCA/EPD Optimization Assessment with an embodied carbon (GWP) reduction of 20+% and 5+ % in two other categories	Disclosure: Valued as 1.5 products Optimization: Valued as 2 products	N/A
		Carpet Reclamation Program: Link 25-30% Pre- and Post-Consumer Recycled Content: Link	N/A N/A	Manufacturer participates in an extended producer responsibility ("Take Back") program Recycled content: 25-30% Pre- and Post-Consumer Recycled Content	Point value based on total spend on product. This will be determined at time of submittal Point value based on total spend on product. This will be determined at time of submittal	Regional materials multiplier not applicable.
Materials & Resources (MR)	Building Product Disclosure and Optimization — Material Ingredients	LEED Compliant HPD: Link	LEED Compliant HPD to 1000 or 100 ppm	N/A	Disclosure: Valued as 1 product	Regional materials multiplier not applicable.
Indoor Environmental Quality (EQ)	Low-Emitting Materials	General Emissions Evaluation: Carpet and Rug Institute Green Label Plus (GLP) Certification for TitanBac and Adhesive VOC Content Evaluation: Technical data sheet (TDS) for adhesive	TitanBac GLP Certification Adhesive GLP Certification Adhesive VOC Content Carpet and Rug Institute's Green Label Plus (GLP) Certification is tested and compliant to CDPH Standard Method v1.2-2017. CDPH v1.2 Certification Listing	Meets VOC Emissions Evaluation through GLP Certification for TitanBac and Adhesive Meets VOC Content Evaluation through TDS	N/A	N/A



LEED v4 and v4.1 Pilot Credit Analysis: TitanBac

Credit Category	Credit Name	Documentation to Provide	Credit Pathways	Credit Contribution
Pilot Credit	MRpc112: Certified Multi-attribute Products and Materials	NSF140 Certification	NSF140 Gold Certified, including credit 6.3.3.1	Contributes 75% of the total product cost
Pilot Credit	MRpc132: Procurement of Low Carbon Construction Materials	Third-Party Verified Cradle-to-Grave EPD	Third-Party Verified EPD	N/A
Pilot Credit	MRpc131: Circular Products	Third-Party Verified Cradle-to-Grave EPD or Circularity Report	Designed for Circularity	Valued as 1 product
Pilot Credit	Former IPpc91: Social Equity Within the Supply Chain (Closed) <i>Closed to credit registrations</i>	Validated Supplier Assessment	VAP VCCM	N/A
Pilot Credit	MRpc109: Building Material Human Hazard & Exposure Assessment <i>Closed to credit registrations as of August 12, 2022</i>	Validated Exposure Assessment	Exposure Assessment	N/A

NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23

Tab 6 – References

TAB 6 REFERENCES See Attached

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

Engineered Floors References 2023

St John's County Schools
St Augustine, FL
Frank Cervasio - Dir of Facilities
frank.cervasio@stjohns.k12.fl.us
904-547-8160
Purchasing Kinetex annually since 2016
Estimated Annual Volume \$10-50K

Guntersville City Schools
Guntersville, AL
Jeff Mims - Director of Maintenance
Jeffmims@gcboe.net
256-572-2678
Has purchased LVT & KX annually using NCPA since 2020
Estimated Annual Volume \$10-50K

Rollins College
Winter Park, FL
John Overberger- Director of Facilities
571-245-6800
Joverberger@rollins.edu
Has purchased KX annually since 2014
Estimated Annual Volume \$10-50K

Florida Atlantic University
Boca Raton, FL
Paulo Brida - Project Manager Design & Construction
561-297-3145
Pbrida@fau.edu
Has purchased KX, LVT, Carpet since 2015
Estimated Annual Volume \$10-\$50K

Northeast WI Tech College
Green Bay, WI
Chet Lamers – Director of Facilities
920-498-5712
Chet.lamers@nwtc.edu
Serviced last 10 years with Kinetex and Carpet Tile as a standard
Estimated Annual Volume \$1.5 million over 10 years

Engineered Floors References 2023

Marquette University
Milwaukee, WI
Kathleen Kugi-Tom – Senior Project Manager
414-288-7335

Kathleen.kugi@marquette.edu

Services for 26+ years using LVT, Kinetex & Carpet Tile as a standard.
Estimated Annual Volume \$200K per year

Calvin University
Grand Rapids, MI
Dean Gunnink – Design Services
616-526-6841

dgunnink@calvin.edu

Services for the last 6 years, used our Kinetex
Estimated Annual Volume \$45K

Associated/ACC International
North Venice, FL
Rich Goodman – Principal
973-376-1111

rgoodman@assocint.com

Services for the last 5 years, Retail Facilities
Estimated Annual Volume \$1.3 Million

Sport Pro Surfacing
Marshfield, MA
Roger Ranck – Director of Sales
610-210-4529

Roger.ranck@spsurfacing.org

Serviced the last 5 years - Fitness Facilities
Estimated Annual Volume \$934K

Fort Wayne Community Schools
Fort Wayne, IN
Darren Hess – Director of Facilities
260-467-2073

Darren.hess@fwcs.k12.in.us

Services the last 7 years – All facilities, multiple products
Estimated Annual Volume \$100 - \$250K

NCPA RFP Flooring and Outdoor Surfaces
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Tab 7 – Pricing

TAB 7 PRICING

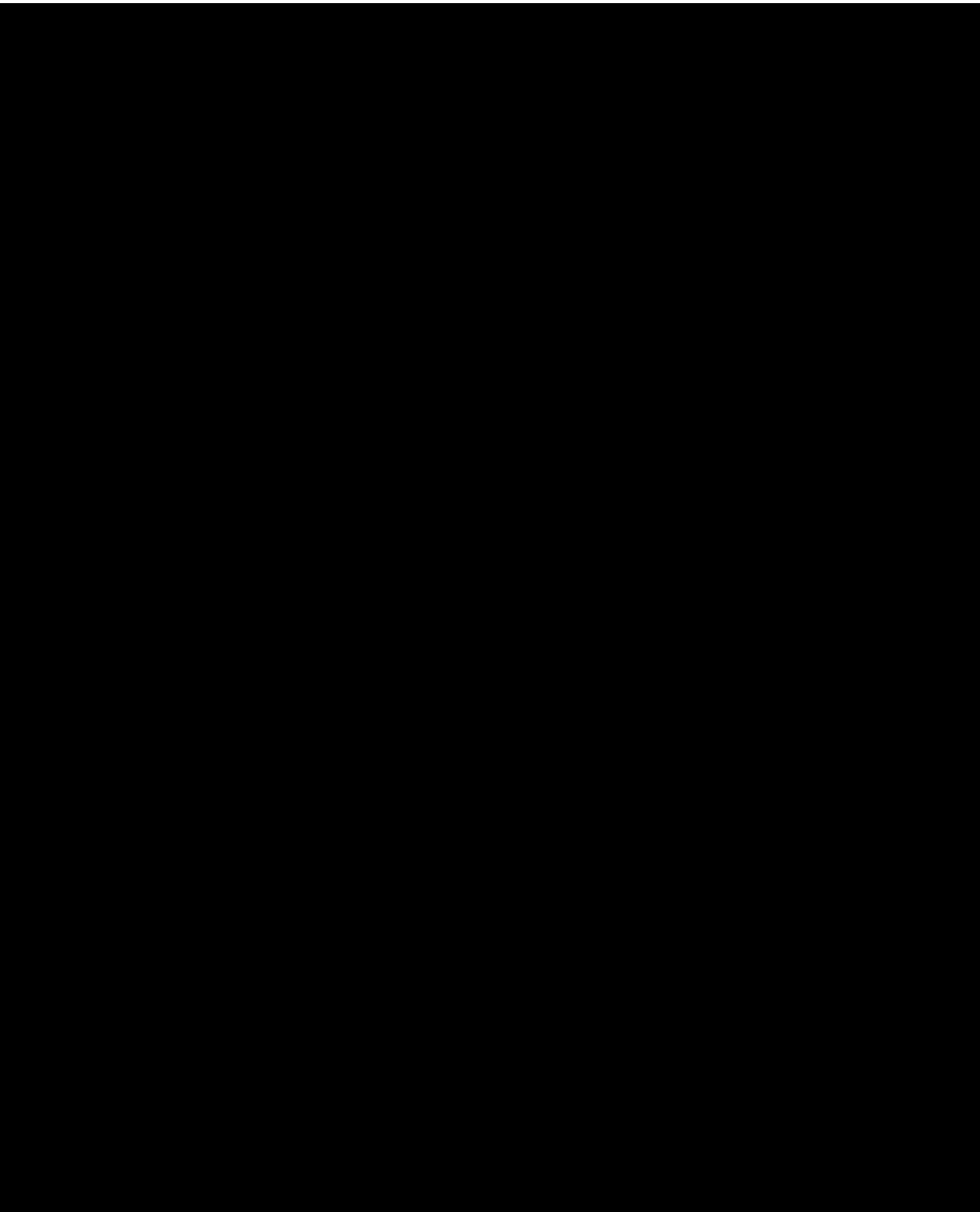
Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

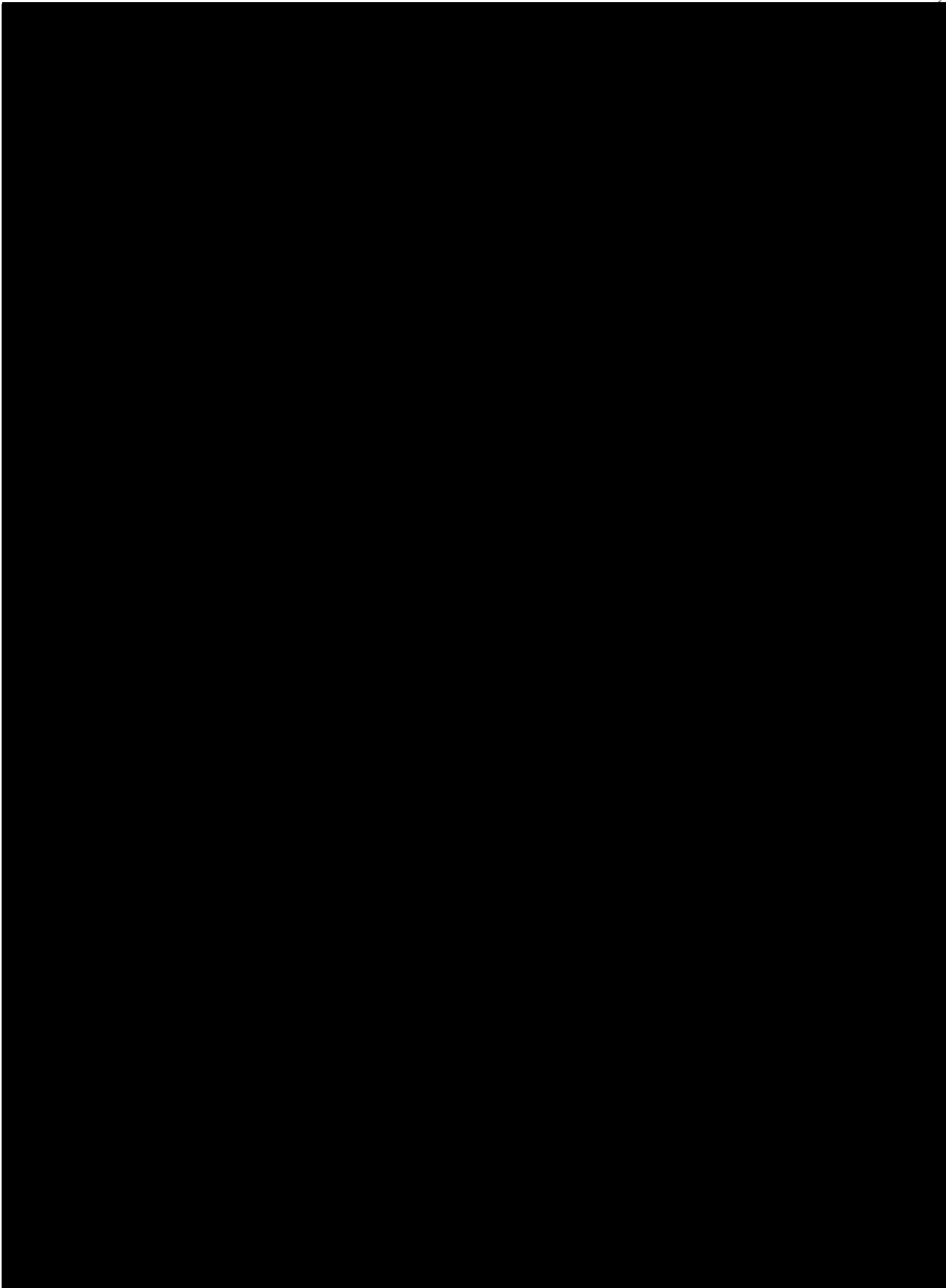
Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities
- **Technical documents available upon request or can be obtained on our website at jfflooringgroup.com or efcontractflooring.com**

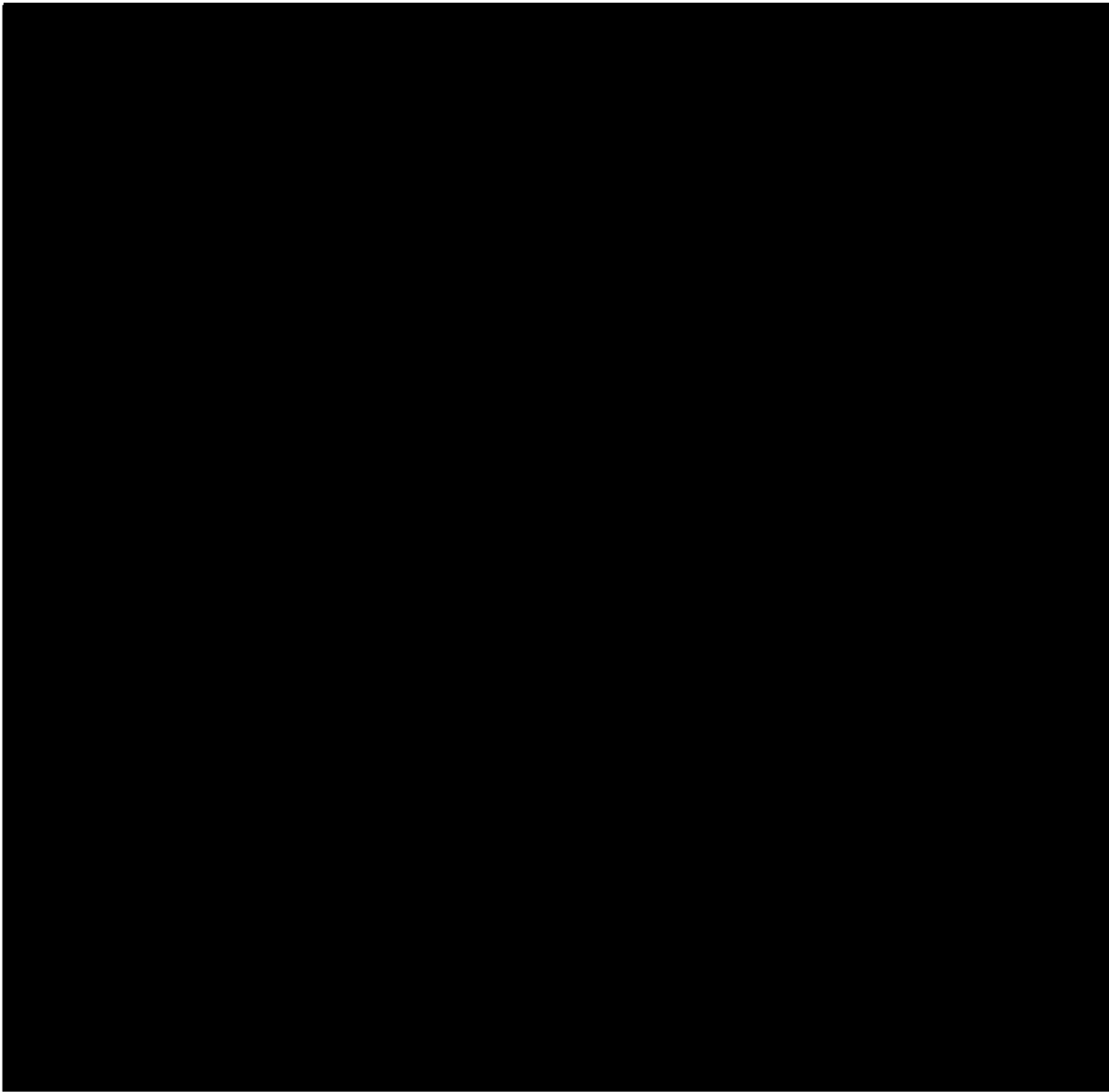
Not To Exceed Pricing

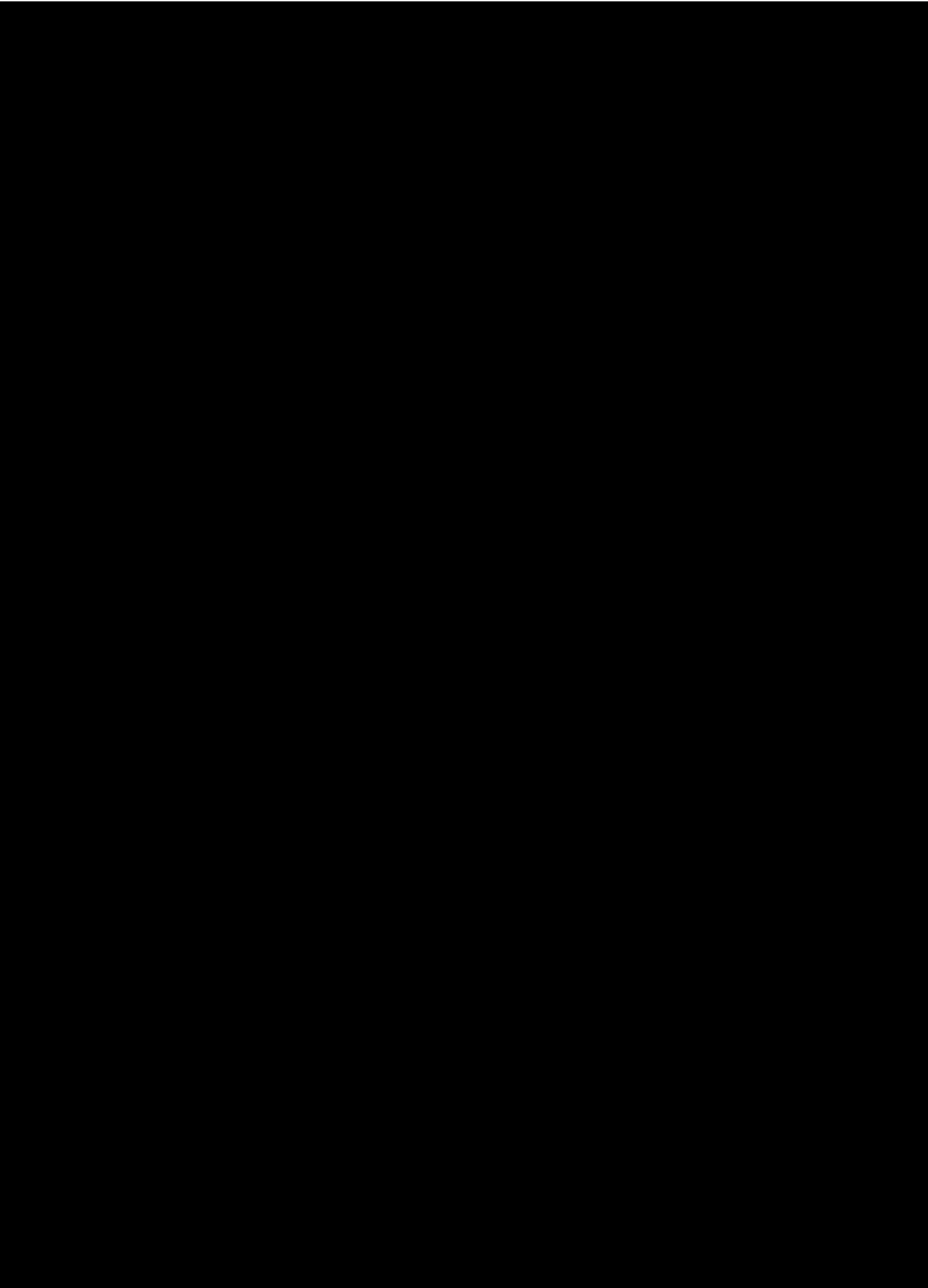
- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

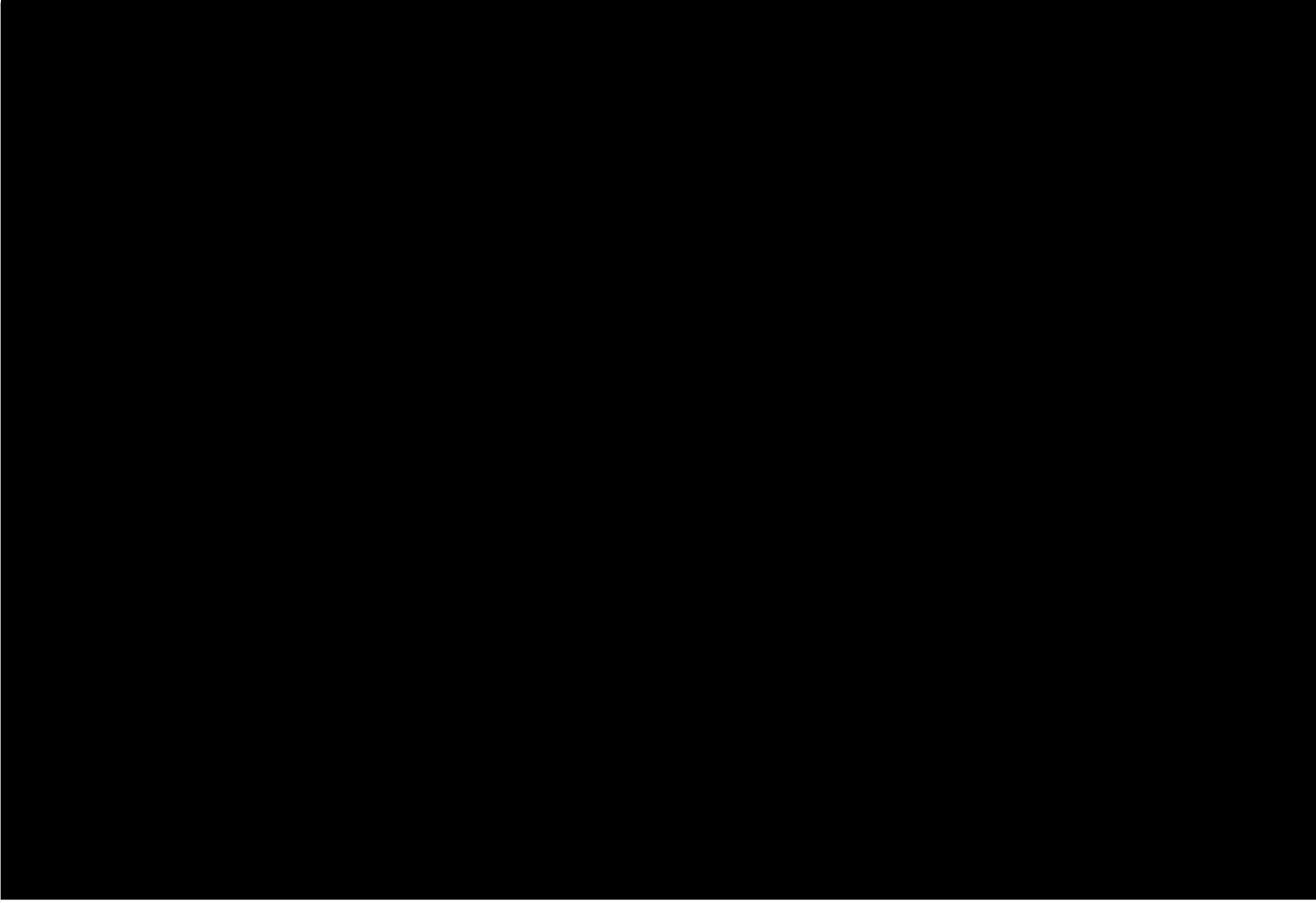


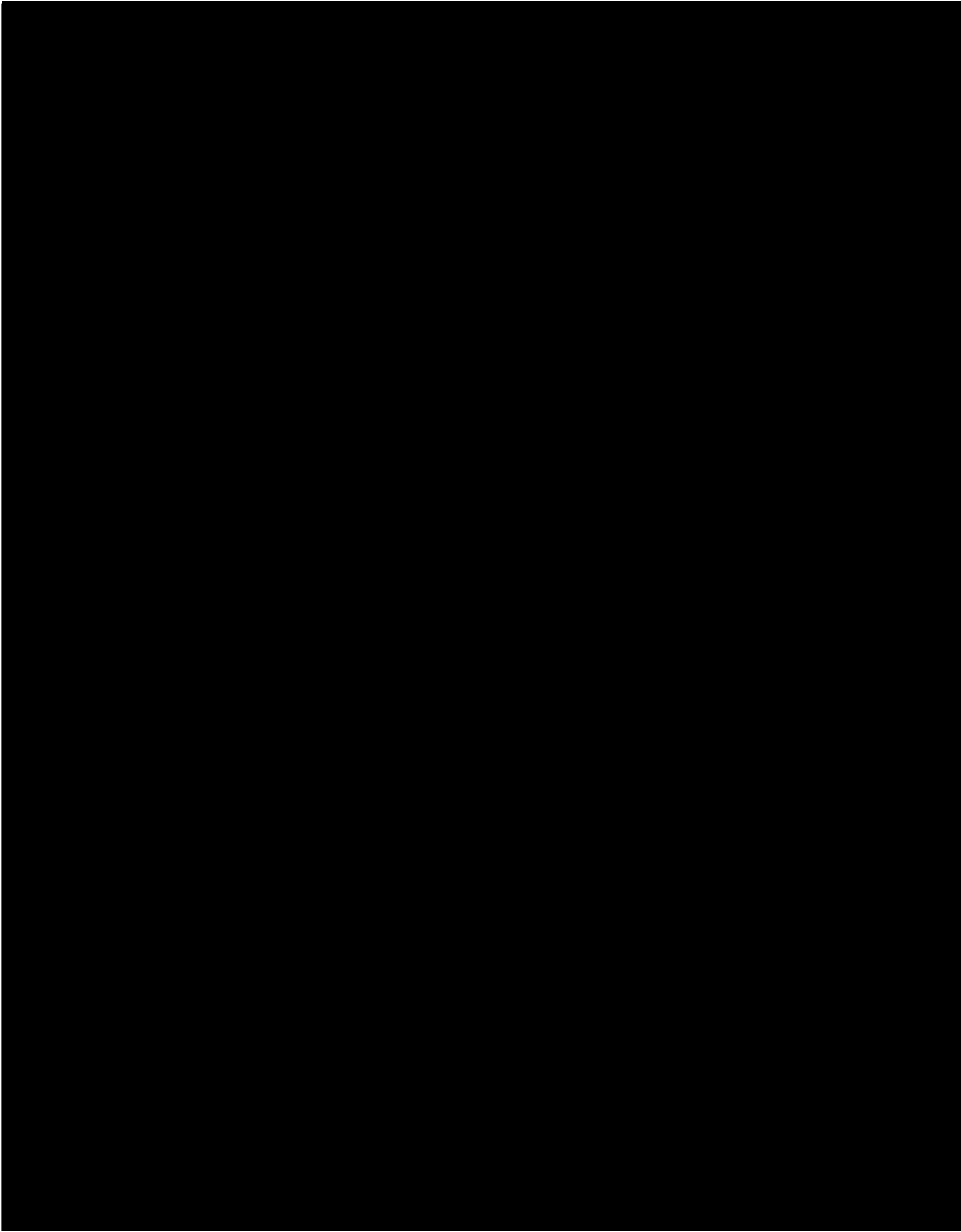


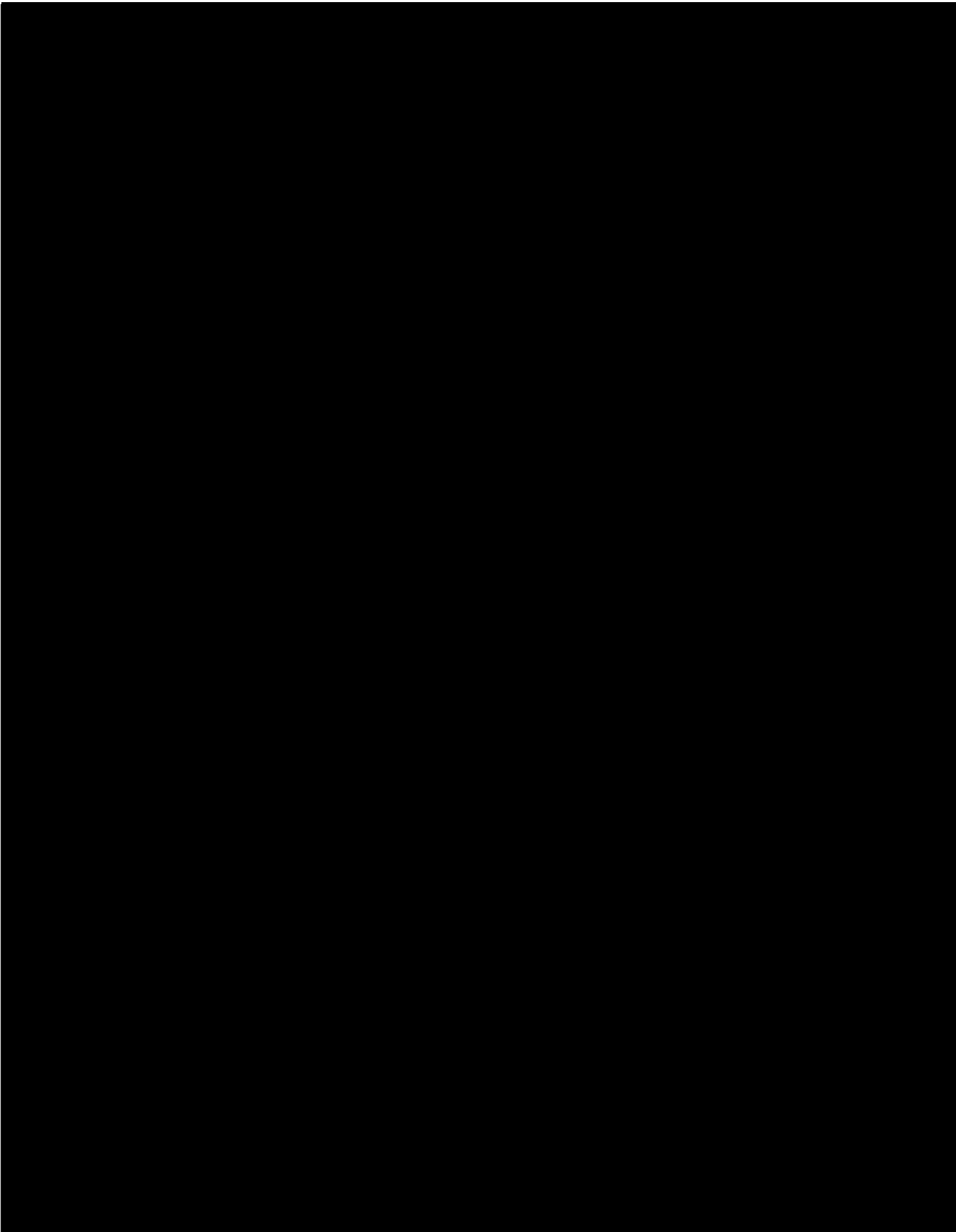
FLOOR 5

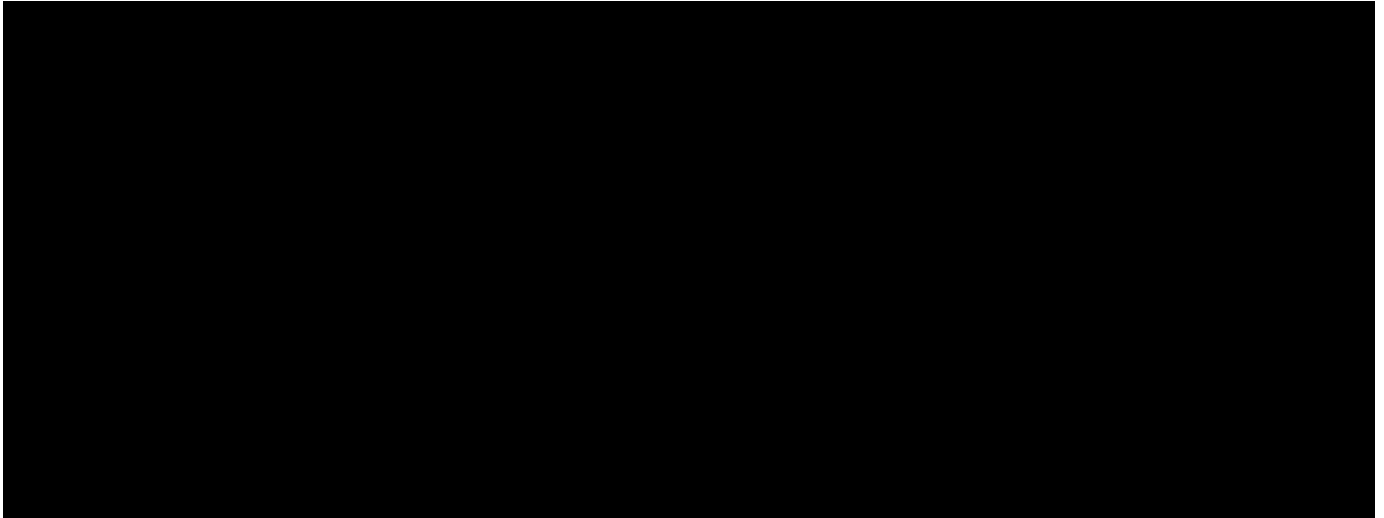


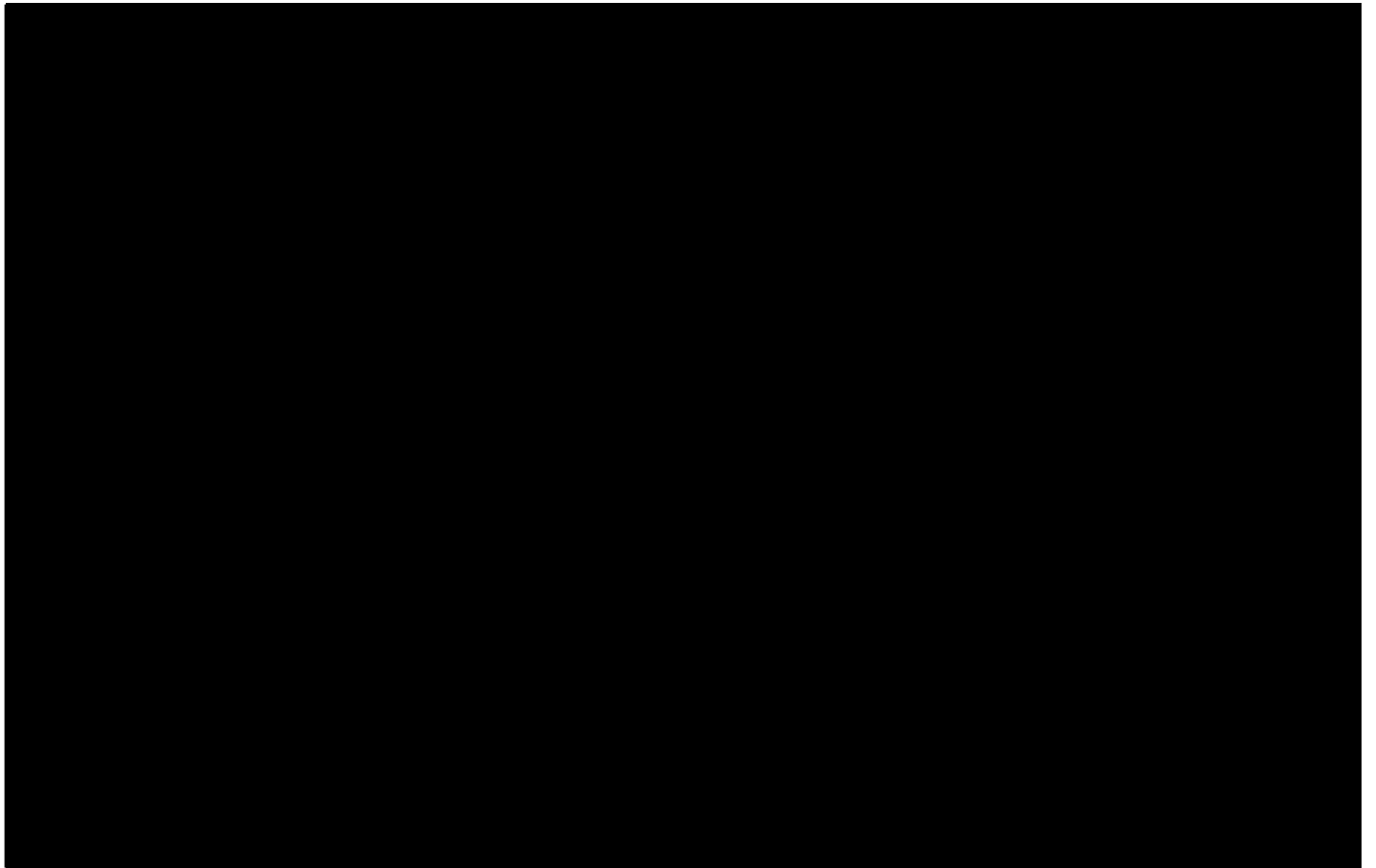




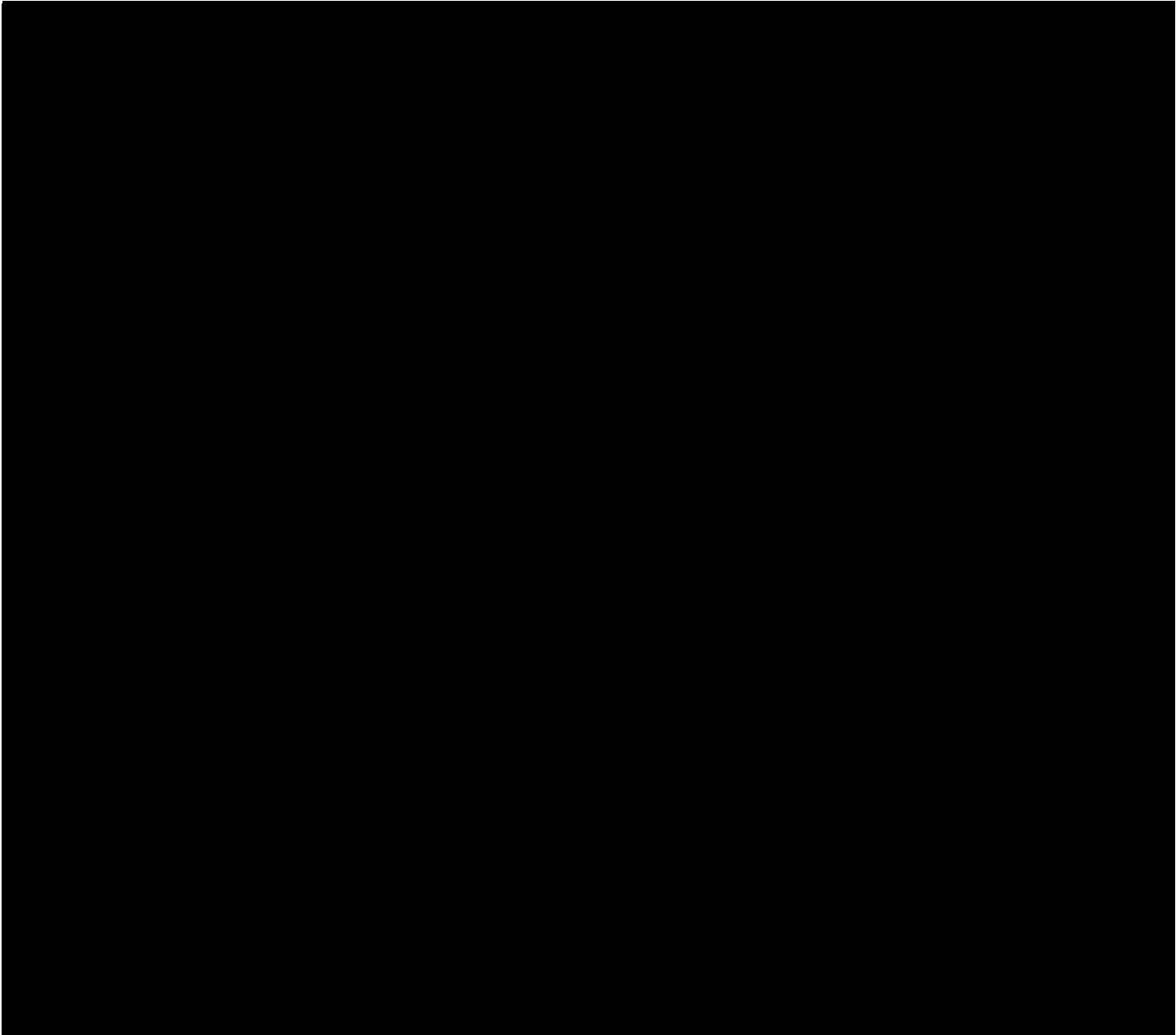


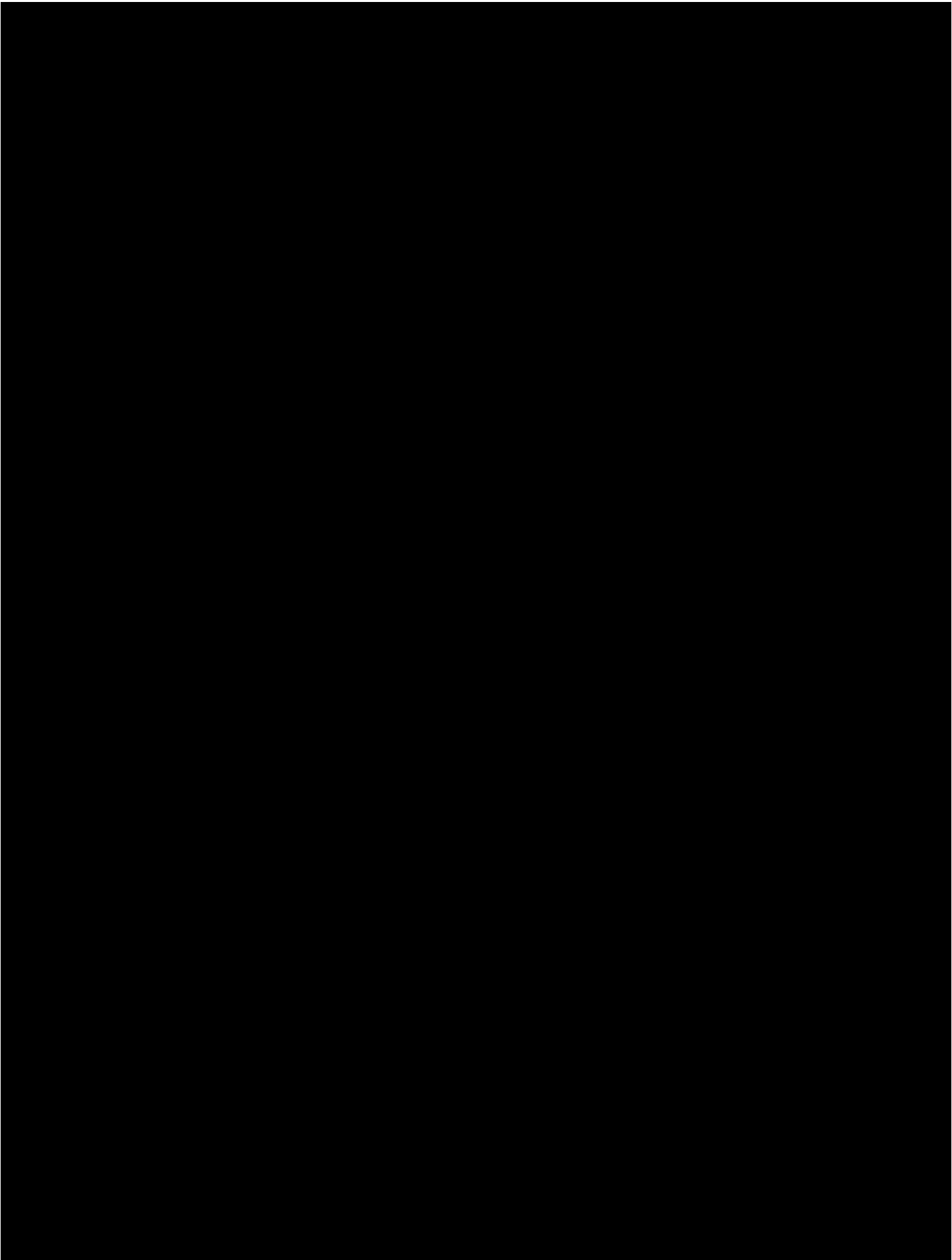


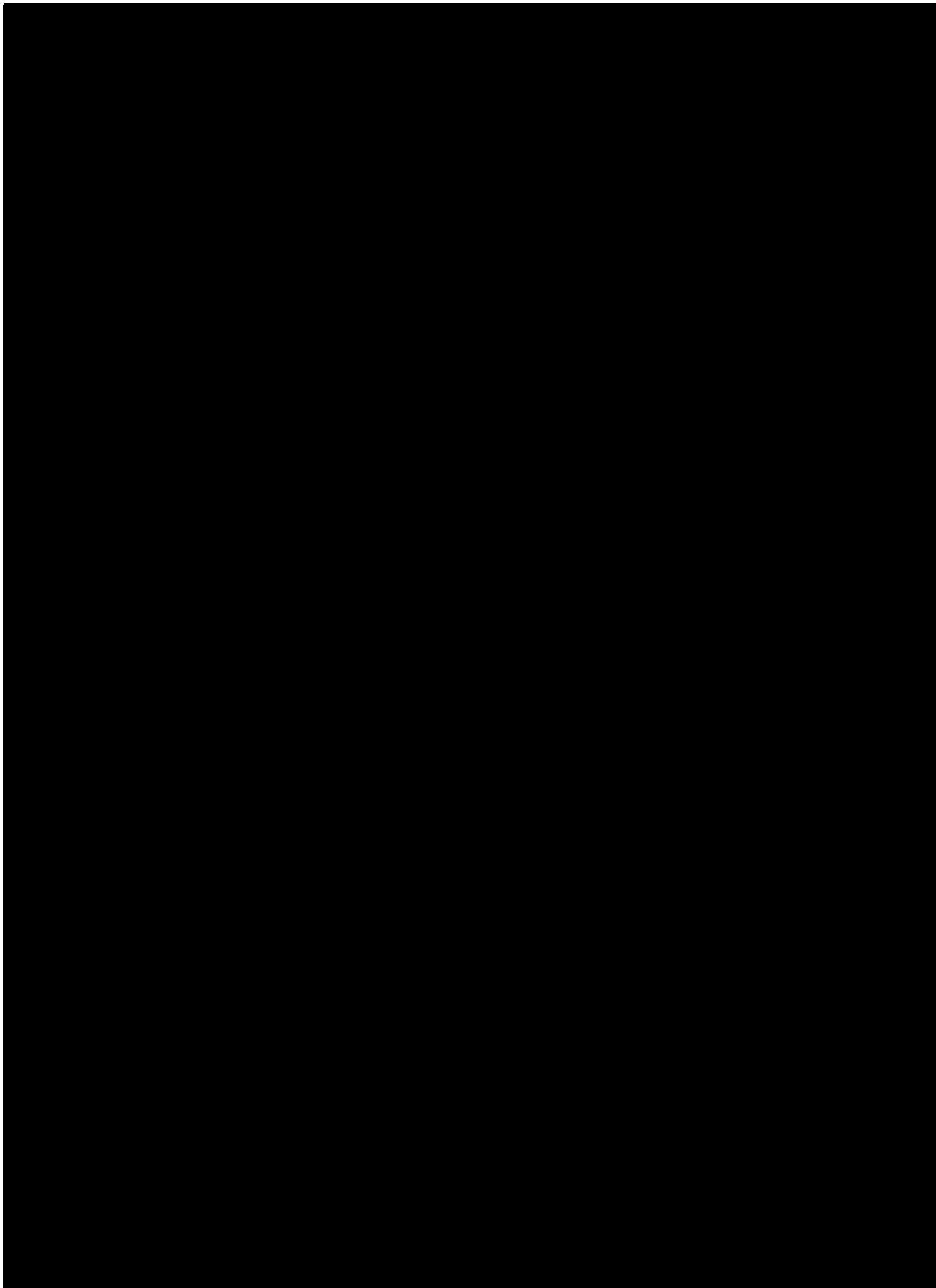


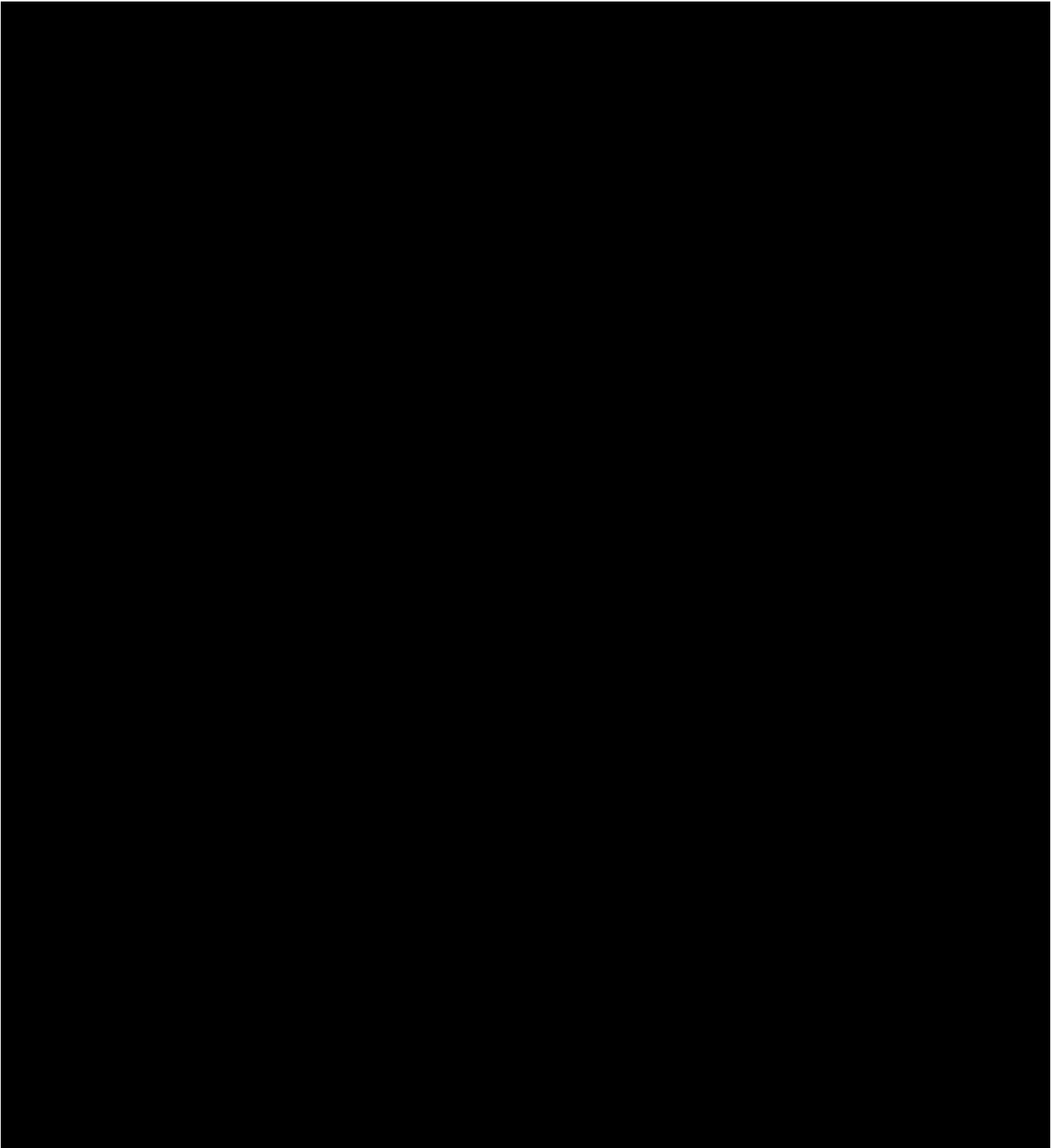


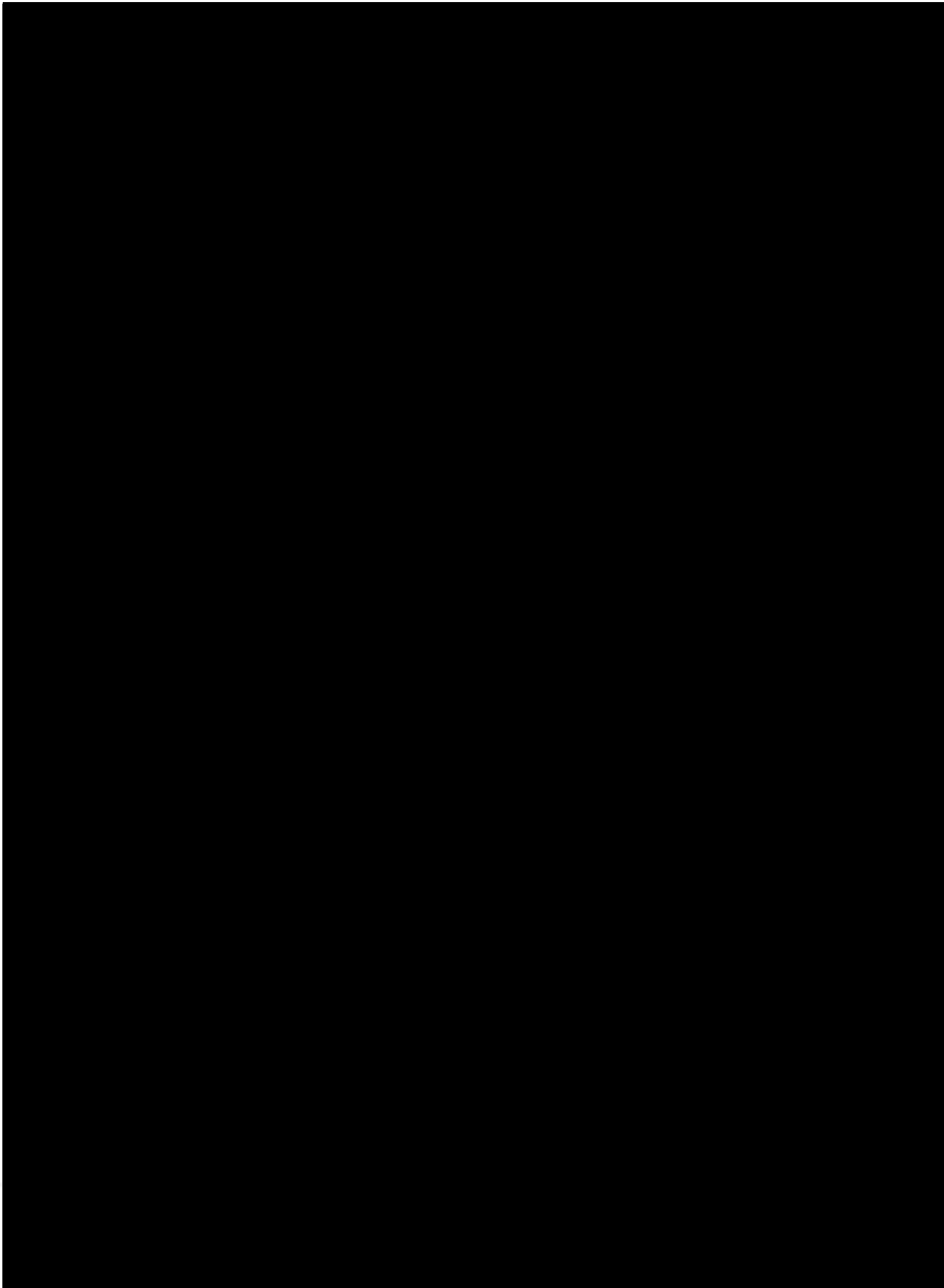


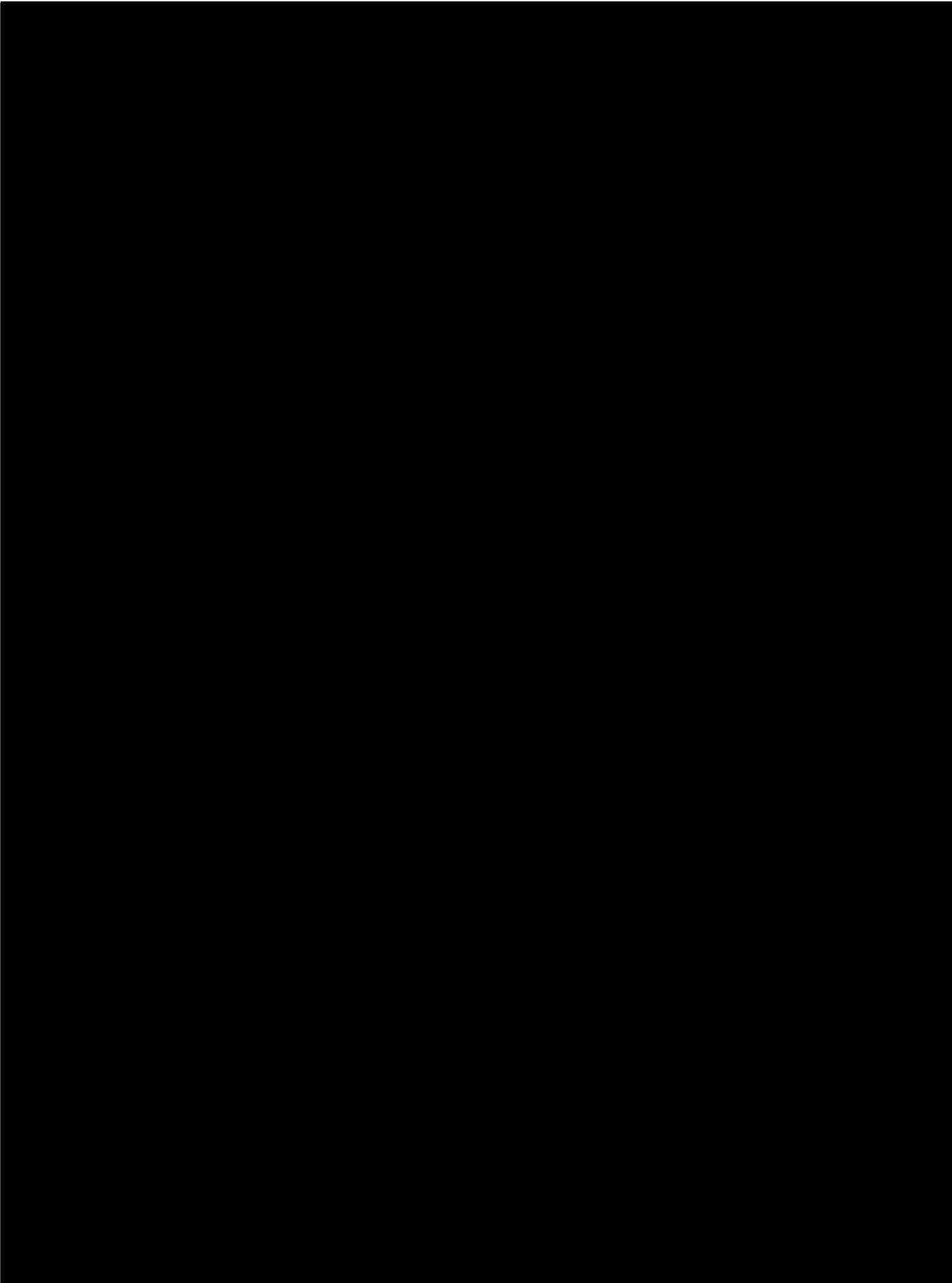


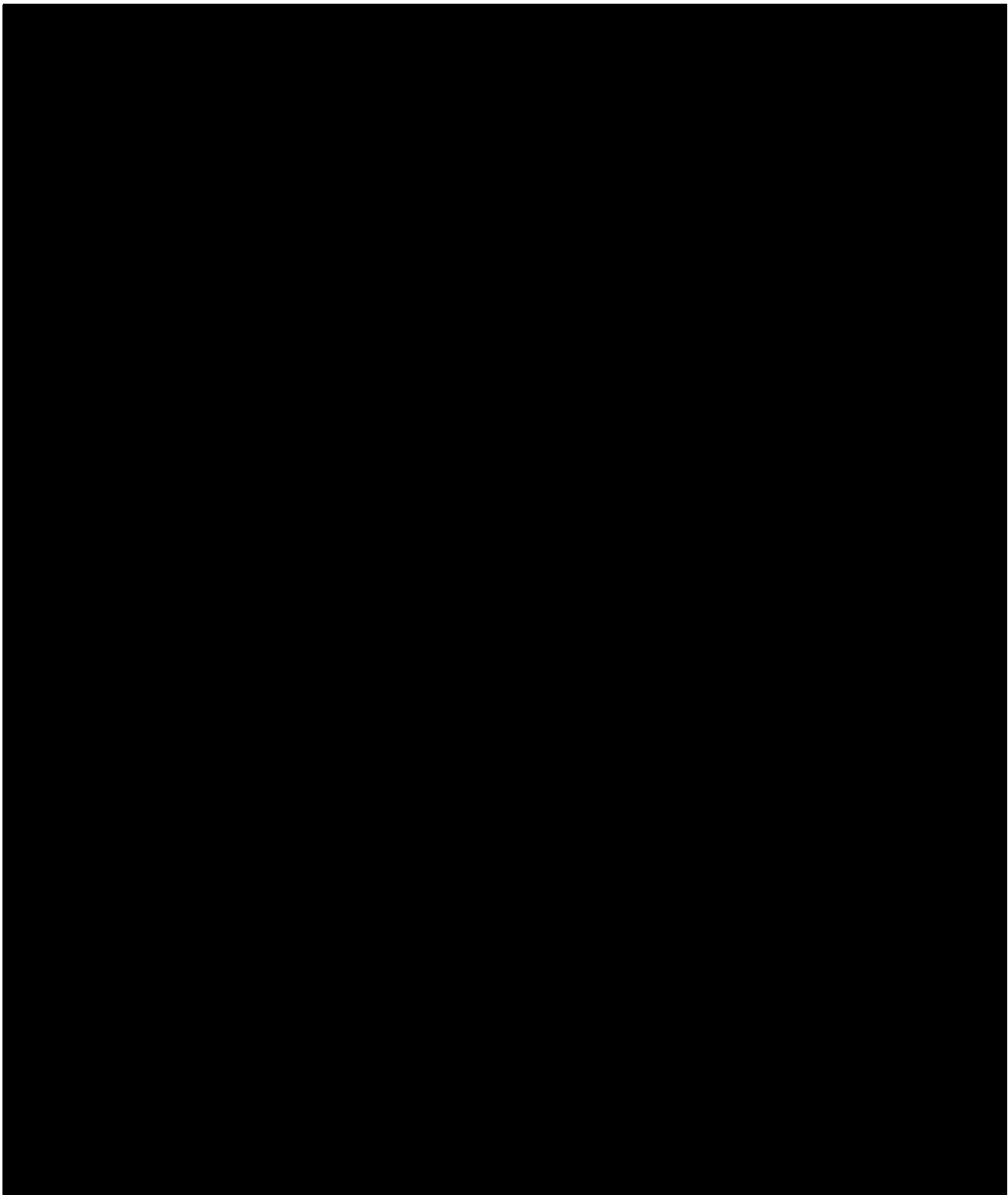












**NCPA RFP Flooring and Outdoor Surfaces
Solicitation Number 03-23**

Tab 8 – Value Added Products and Services

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

In 2013, we introduced Kinetex®, a hybrid textile composite flooring. This patented product is unique to our company and offers the "best of both worlds" with regard to soft surface (carpet) and hard surface commercial flooring. It has one of the highest post-consumer content levels in the industry and is the only product that is completely breathable, allowing it to be installed in higher moisture building environments without moisture abatement.

Engineered Floors has a highly qualified Customer Relations technical team that is available to make site visits prior to installation, be on site for job starts, and perform maintenance demonstrations if needed.

We have a dedicated Account Services team with over 30 years' experience. This dedicated team handles all aspects of NCPA projects.

We provide complete sales training to ensure our sales team is aware of their target clients, and that they are capable of explaining the contract to customers.

We provide individualized sales and marketing flyers to the sales team.

We will add advertising on J+J Flooring and EF Contract's website to promote Omnia/NCPA.

NCPA RFP Flooring and Outdoor Surfaces
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Tab 9 – Required Documents

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$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 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) 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 1986 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$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 U.S.C. 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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.
- If any funds other than Federal appropriated funds have been paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Engineered Floors, LLC DBA J+J Flooring and EF Contract _____

Address 1502 Coronet Drive _____

City/State/Zip Dalton, GA 30720 _____

Authorized Signature  _____

Date 3/23/2023 _____

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>