

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**Company Name: Mannington Commercial, a business unit of Mannington Mills, Inc.Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Pg 9, Section 3, F, Expectations for Equipment/ Products and services being proposed	3.35 Warranty	Proposer/Vendor makes no warranties in regards to fitness for a particular use. The Buyer and / or affiliates shall be solely responsible for determining safety and fitness of goods for an intended use.	NJPA Accepts

Proposer's Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "J. Guly", is written over the signature line.

Date: 12/16/15**NJPA's clarification on exception/s listed above:**

Contract Award  
RFP # 121715

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES  
In compliance with the Request for Proposal (RFP) for FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Mannington Commercial, a business unit of Date: 12/16/15  
Mannington Mills, Inc.

Company Address: 1844 US Hwy 41 SE

City: Calhoun State: GA Zip: 30701

Contact Person: Jack Ganley Title: President, Commercial Business Unit

Authorized Signature (ink only):  (Name printed or typed) Jack Ganley



## Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #121715 FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES

\_\_\_\_\_ Mannington Commercial, a business unit of Mannington Mills, Inc. \_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be February 16, 20 16 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: \_\_\_\_\_ Dr. Chad Connette \_\_\_\_\_  
 NJPA Executive Director (Name printed or typed)

Awarded this 16<sup>th</sup> day of February, 20 16 NJPA Contract Number # 121715-MMI

NJPA Authorized signature: \_\_\_\_\_ Scott Veronen \_\_\_\_\_  
 NJPA Board Member (Name printed or typed)

Executed this 16<sup>th</sup> day of February, 20 16 NJPA Contract Number # 121715-MMI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

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

Vendor Authorized signature: \_\_\_\_\_ Harvey L. McWhorter, Jr. \_\_\_\_\_  
 (Name printed or typed)

Title: Controller

Executed this 19th day of February, 20 16 NJPA Contract Number # 121715-MMI

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Manninton Commercial, a business unit of Manninton Mills, Inc.

Contact Person for Questions: Shanon Newsome, Sales Operation Manager

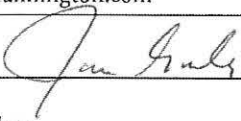
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1844 US Hwy 41 SE

City/State/Zip: Calhoun, GA 30701

Telephone Number: 706-602-6430 Fax Number: 706-602-6280

E-mail Address: shanon\_newsome@mannington.com

Authorized Signature: 

Authorized Name (typed): Jack Ganley

Title: President, Commercial Business Unit

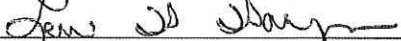
Date: 12/16/15

**Notarized**

Subscribed and sworn to before me this 16th day of December, 2015

Notary Public in and for the County of Gordon State of Georgia

My commission expires: Sept 11 2017

Signature: 







**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Mannington Commercial, a business unit of Mannington Mills, Inc.

Questionnaire completed by: April Middleton, Federal, State and Local Governments Specialist

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)

*Net 30*

- 2) Identify any applicable leasing or other financing options as defined herein.

*Not applicable*

- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

*We will provide an account number and a dedicated Customer Service representative to handle orders for all NJPA member organizations. This account number is tied to your contract details, ensuring that all NJPA members will receive the pricing and terms agreed to in our contract. Our goal is to provide a seamless transaction for your contract. We work very hard to be a company that is easy to do business with. With these two objectives as our main focal point, we are constantly training and cross training our internal sales and support staff to perform multiple tasks in the event of personnel loss or emergency. You can expect each team member assigned to your account to have two dedicated backups at all times. With this type of program in place, NJPA members can be ensured that any unexpected changes in our internal staff will not be reflected in the quality of service that we deliver.*

- 4) Do you accept the P-card procurement and payment process?

*At this time, the P-Card is not a payment method that Mannington can accept. However we are open to adding it as a payment option if desired by NJPA members. We do have capability to accept credit cards.*

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

*All of Mannington's products meet and, in most cases, exceed industry standard warranties. Depending on the flooring product, Mannington's warranties range from 5 years to lifetime coverage. For example, our heterogeneous sheet flooring carries a 10 year commercial warranty: our Integra HP, UltraBac RE, Infinity, Infinity RE and rEvolve carpet products all carry full lifetime warranty. Mannington's warranties are valid for the original purchaser of the Mannington carpet or flooring at its original installation site. Our*

warranties are not transferable. The only other requirements to qualify for warranty coverage are that: the flooring must be installed and maintained in strict compliance with the Mannington Commercial guidelines; Mannington's brand adhesives must be used for the bond portion of the warranty; and the flooring must be installed indoors for commercial, not residential use.

In the event of an actual claim, the type of and severity of the problem would dictate who addresses the scenario. Most frequently, warranty claims will be handled with the local Mannington District Manager and, if applicable, your dedicated Turk-Key Specialist. Once our representatives has been contacted, a time will be set to investigate the problem. Once the inspection has been completed, a report will be generated to our Customer Services Department outlining the findings. Soon after receipt of the report, our representative will contact you to discuss the results. Once the cause of the problem is established, Mannington will schedule a crew to come to your location to repair and/or replace the affected areas if the defect is with a Mannington products. This whole process usually takes less than two to four weeks from the initial report of a problem to successful resolution.

- 6) Do all warranties cover all products/equipment parts and labor?

Yes, Mannington's warranties cover the cost of all replacement parts and labor to replace any defective area, with the exception only of furniture removal.

- 7) Do warranties impose usage limit restrictions?

The only usage restriction is that the flooring must be installed indoors in climate controlled areas. However, traffic levels do not affect Mannington's warranty coverage.

- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, our warranties completely cover the expense of the technician's travel time and mileage to perform warranty repairs if the fault lies with a Mannington product.

- 9) Please list any other limitations or circumstances that would not be covered under your warranty.

Mannington's warranties are only available if the Mannington flooring has been properly installed with the proper Mannington adhesive and subjected to normal indoor use. Further, our warranties apply only to manufacturing defects and do not cover (i) general deterioration of flooring appearance, (ii) damage to the flooring, or (iii) failure of flooring installation that is not the result of a manufacturing defect. By way of example, the warranties do not cover installation or maintenance not in compliance with Mannington recommended procedures.

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Not applicable; Mannington can provide a certified technician to perform warranty repairs not only throughout the US and Canada, but around the world.

#### **Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Mannington is proposing to provide carpet (broadloom and modular), VCT, LVT, Resilient Sheet Goods, Rubber Flooring and Hardwood. Specific attributes of these flooring types are below:



## **RESILIENT**

- Mannington's **Vinyl Composition Tile (VCT)** performs beautifully under the highest traffic, highest maintenance conditions. It's through-pattern construction of color and pattern extends throughout the thickness of the tile, making scuffs and scrapes virtually undetectable. Whether in neutrals, pastels or saturated vibrant colors, our VCT is stylish, durable and economical.
- This of Mannington's **Premium Tile** ColorPoint, SolidPoint, and Brushwork as beauty with conscience. Because of products like our premium tile, Mannington is diverting tons of drywall from landfills each week. Mannington is the first flooring company to utilize this waste stream. With rich, vibrant hues, the patterns extend through the thickness of each tile to rebuff scuffs and scrapes ensuring lasting performance in the toughest traffic. These products are third party certified as environmentally preferable achieving NSF 332 Gold level. Even more importantly, it contains increasingly high percentages of recycled content because we have invested heavily in the creation of technologically advanced, innovate take-back programs.
- With Mannington **Commercial Resilient Sheet Flooring**, you have options no other flooring manufacturer can offer. We are a leading manufacturer in color and design offering flexibility and coordination with sheet, tile, and plank flooring options. We offer Homogeneous, Heterogeneous, Heterogeneous Light, Inlaid, and Slip Resistant variations.
- Resilient flooring that offers the performance and durability needed for today's high-traffic commercial applications, Mannington's **Luxury Vinyl (LVT)** collection now included Amtico. A balanced collection of visuals in wood and natural materials that can be transformed into countless designs- achieving remarkable realism by combining the latest advances in technology, imaging, texturing and finishing—all to create easy installation, design flexibility and the most authentic resilient products ever developed.
- Many of Mannington's resilient flooring options carry **Quantum Guard HP**, our patented high performance wearlayer with urethane aluminum oxide topcoat cured by a UV process, which can eliminate the need for polish. Quantum Guard HP, can eliminate the need for harsh cleaning agents, strippers, and polishes due to its cleanability and durability.
- Mannington's resilient products also offer other **Value-Added Benefits**:
  - All products are certified under FloorScore, a third party indoor air quality verification system for low emitting flooring and are approved as CHPS 01350 compliant and recognized in LEED IEQ Credit 4.3.
  - All adhesives meet the VOC content limit of SCAQMD Rule #1168
  - ISO 9001/ 14001 registered manufacturing facility
  - Made in USA
  - Contributes to LEED credits

## **RUBBER**

*Mannington Premium Rubber Flooring products offer a vinyl alternative with superior performance in tile, stair treads, or wall base. Our rubber tiles and stair treads superior formulation eliminates the need for was, harsh strippers, and cleaning agents, lowering maintenance cost and impact over the life of the floor.*

## **HARDWOOD**

Mannington offers the best in wood flooring choices that are beautiful, versatile, durable and easy to maintain. Our commercial wood floors are made from only premium select species for the top face, and 100% North American hardwoods for the inner plies- giving durability that shows. In collections ranging from rustic to sophisticated, with the look, warmth and charm that only wood floors can bring.

## **CARPET**

- **Integra HP** is Mannington Commercial's high performance integrated broadloom backing with multiple environmental attributes, including recycled content. It is available in 9' and 12' (widths for corridors), resists delamination, edge ravel, moisture penetration, pilling and fuzzing, withstands aggressive wet cleanings, and can be chemically welded for an aseptic barrier. Integra HP has a lifetime wear warranty and a lifetime non-prorated backing warranty. This product is third party certified environmentally preferable achieving NSF/ANSI 140 Gold level.
- Mannington's standard broadloom backing, **UltraBac RE**, affords both environmental and performance attributes. UltraBac RE contains 10% post-consumer recycled content and is third party certified environmentally preferable achieving NSF/ANSI 140 Platinum level. All products on UltraBac RE are backed with a lifetime non-prorated warranty to not edge ravel, zipper or delaminate and maintain superior tuft bind and face wear.
- **Infinity Modular** is a vinyl composite backing that is engineered for strong performance with excellent tuft bind and dimensional stability. It resists delamination, edge ravel, moisture penetration, pilling and fuzzing, and withstands aggressive wet cleanings. Infinity tiles are available in our standard 24"x24" size, making installation or replacement easy. Infinity Modular has a limited lifetime warranty and a limited lifetime backing warranty. Excellent for healthcare, education, retail, and corporate facilities.
- **Infinity RE** Mannington's revolutionary modular carpet tile backing, diverts one of the largest construction waste streams from landfill. All Infinity RE carpet products contain a minimum of 30% recycled content. These products are third party certified as environmentally preferable achieving NSF/ANSI 140 Platinum level. Infinity RE products are warranted to never edge ravel, delaminate, zipper, dome or dish. Its non-aqueous polymeric pre-coat provides a moisture impermeable backing that is backed by our lifetime, non-prorated warranty.
- Another environmentally-forward innovation, **rEvolue** is Mannington's thermoplastic polyolefin modular backing system. rEvolue contains 40% recycled content by total product weight, including 10% post-consumer. rEvolue utilizes less virgin materials and energy to manufacture than most modular backings. Backed with our non-prorated lifetime warranty, rEvolue is guaranteed not to edge ravel, delaminate, zipper, dome or dish, and it has an impermeable moisture barrier backing system. At the end of its use-cycle, it can be reclaimed via LOOP and recycled into new Mannington flooring. rEvolue is certified NSF/ANSI 140 Platinum

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

*Pricing is based on a discount off list priced. Mannington Commercial feels this is the best pricing to be offered to NJPA customers throughout the country. Pricing includes all freight to the continental US and a 2% administrative fee.*

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

*Discounts range from 5%- 45% off list pricing.*

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

*Mannington Commercial is offering NJPA customers a discount off list price ranging from 5-45%. The discount varies depends of the type of product, i.e. hard or soft surface or sundry. The carpet discounts are 20-29%. The hard surface discounts are 20-45%. And the sundries are approximately 5% discount.*

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

*In terms of related services and/or non-standard options, Mannington Commercial can also offer Turn-Key installation services in addition to our many flooring options. One of the benefits of our turn-key program is that all material and labor warranties are backed by Mannington Commercial, and there is a "No excuses" guarantee- all material and labor are backed by the mill.*

*Carpet and resilient products carry distinctly different traits and characteristics in terms of their delivery to market, the expertise needed to service them, and the type of installation required on their behalf. Your Mannington sales representative and turn-key installation personnel are responsible for our full line of products, including carpet, VCT, LVT, cove base, hardwood, rubber tile and sheet vinyl.*

*A manufacturer that does not control every facet of manufacturing, sales, delivery, and installation of all their products cannot stand behind the types of promises that Mannington has actually been delivering on for close to 100 years. Our installation projects managers, which will serve as the main point of contact during installation from start to finish when turn-key is chosen, have all been certified and trained on all of our product lines. Because of this level of expertise, and situation that may arise during the installation process can be addressed on-site without causing delay or confusion.*

*Internally, our Strategic Account department is set up to monitor inventory levels and establish future material needs to that shipments and project deadlines are maintained. We will warehouse all of your material needs at one of our eight locations or with one of our many dealer partners across the country. A single delivery of materials will arrive to the jobsite as a bundle package. Once the material arrives, everything needed for the installation will be there and available for use.*

*This is a very unique aspect of our ability to serve as multi-product provider. Bundling our products according to your project needs ensures that the projects' flooring needs will move forward regardless of whether or not the entire space is ready for installation or not. If the area that is to receive vinyl tile is ready to be installed, then the material is there. We won't stage the material like other manufacturers will. We want your flooring acquisitions to be smooth and without interruption. A good flooring provider is one that nobody remembers during the construction process.*

*Mannington's entire philosophy is to offer our clients "Choices That Work." In doing so, we want to make everything easier for our customers and streamline their entire flooring purchase and installation process. WE make the ordering process easy by putting all of our products and services on one invoice. We make it easy on your field representatives should they every need technical expertise by giving full product knowledge and responsibility to both our sales representatives and our technical support team. We make it easy on the general contractor and construction manager by bundling all of our products onto single, shrink-wrapped pallets that take less space and have less of a tendency to "walk off". Our Turn-Key Department is constantly monitoring our installation technicians and communicating information back to both our sales representatives as well as your appropriate personnel. At Mannington, we will consistently work with every NJPA member organization to ensure that we are exceeding your expectations.*

16) Describe your NJPA customer volume rebate programs, as applicable.

*Volume discounts will be negotiated on a order by order bases.*

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

*All of the pricing in the attached price list includes delivery. Installation prices are available, however, the material pricing does not include installation. Adhesives are not included in the material prices; they are included as a separate line item. Finally, taxes are additional costs that are not included in the material prices.*

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

All products will be FOB destination to the continental USA. Additional fees will be incurred for inside delivery. Inside delivery is defined as delivery to any area other than a loading dock. Shipments to Canada, Hawaii, Alaska and Puerto Rico may incur separate and additional delivery charges.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- ☐ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- ☐ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- ☒ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- ☐ d. Other; please describe.

20) Do you offer quantity or volume discounts?

☒ YES ☐ NO Outline guidelines and program.

Other than the volume discount already disclosed, if an NJPA member has a very large purchase, Mannington would consider additional discounts that would be addressed on an order by order basis.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

The following are Mannington's established procedures for accepting order cancellations and returns:

**Running Line Styles & Colors**

- Orders for cuts cannot be canceled if the cut has been processed.
- Orders, less than 500 square yards, for standard items (backings, widths, etc.) may be canceled if the production of the carpet has not started.
- Orders for 500 square yards or more for standard items may not be canceled.
- Orders for non-standard items (special backings, widths, weights, colors, etc) may not be canceled regardless of yardage.



### **Made to Order**

- *Made to order items are style specific and meet a minimum order quantity. These orders cannot be canceled.*

### **Custom Styles & Colors**

- *Custom orders cannot be canceled once Mannington has placed the order for the yarn.*

### **General**

- *An order is not considered canceled until it is given a cancellation number.*
- *Purchase orders (written) are required for orders of running line styles in excess of 1,000 yards. Purchase Orders are also required for all made to order and custom orders.*
- *It is at the sole discretion of Mannington whether a cancellation is accepted and, if accepted, what terms are applicable. Cancellations are not automatically extended. All cancellations must have Mannington's home office approval.*

### **Courtesy Returns**

*By definition this type of situation is not a complaint. These are instances where we may agree to return unused carpet when there are no manufacturing issues.*

***Important:*** *Courtesy returns are not automatic, nor uniform in the amount assessed for restocking charges. Many variables enter into the assessment of the restock fee amount, not the least of which is our ability to re-dispose of the material. Mannington retains exclusive authority in these matters and expressly reserves the right to deny any and all courtesy type returns. The fees for restocking are taken from the credit issued for the returned product.*

*These returns will often require prepaid freight back to the mill and will usually have a restocking fee associated with them. All courtesy returns must be first approved by Mannington.*

*The terms and conditions of all courtesy returns are exclusively reserved by Mannington, including the right to authorize or reject a courtesy return request of any product.*

- 22) *Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services.*

*Mannington can easily accommodate shipping and delivery and our exchange and return programs for Alaska and Hawaii as well as other off-shore locations. The only difference in these areas is that shipping costs are slightly higher than in the contiguous United States, but otherwise our policies and procedures are no different for these areas*

- 23) *Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.*

*Mannington has modeled our own quality program on ISO 9000 standards. We have a robust audit process in place where all orders received by e-mail, fax, or that are large enough to require a purchase order are reviewed for accuracy. The first quarter that this is double check was implemented saw an error reduction of 76%. This system assigns errors a point value based on the nature and dollar value of the error. Every six months, Customer Service Representatives have the potential to earn additional vacation time based on their performance. There are additional awards that can be earned as a department.*

*In addition, we have a Six Sigma based approach to every level of our business model. From our customer service representatives to our manufacturing personnel, from our management team to our sales representatives, we are constantly looking for ways to improve our efficiencies so that we can offer our customers reduced costs and better services. Our criteria-based feedback is gathered on a weekly basis and reviewed by group leaders monthly. From these meetings, we chart our trends and goals. The key to the implementation phase is the feedback that we hope to get from your NJPA members. Every opportunity that we get, our representatives will be asking for your feedback. It is from there that we will formulate a plan of attack in an attempt to reduce costs or streamline the entire process.*

*Mannington's commitment to quality and performance is reflected in our world class claim ratio and service levels. Mannington has one of the lowest claim rates in the industry at less than 1%. For the previous decade, our claim ratio has been well in excess of five times better than the industry standard. Mannington also measures our service performance daily to make certain we are meeting the needs of our customers. Our current service level are at 98%. Rest assured when purchasing Mannington products that they have been inspected through every step of the manufacturing process, from the raw materials, which are received from our outside vendors, to the finished products, which are shipped to our valued customers.*

### **Industry-Specific Questions**

#### **24) Products-Only Purchase**

Please list/identify the products that are available in your offering. According to your offering, please submit and explain the process of your product-only pricing and business model, if applicable. Explain clearly and simply the specific details of the pricing, as well as the value an NJPA member would derive from using this option in your offering.

*Mannington is proposing to provide carpet (broadloom & modular), VCT, LVT, Resilient Sheet Goods, and Rubber Flooring. Our carpet products include both commercial broadloom carpet and carpet tiles. Our luxury vinyl (LVT) offering includes our Mannington Collections as well as Amtico and Spacia. We also offer a full line of resilient sheet flooring, with looks as diverse as modern, linear and graphic designs to traditional stone and hardwood looks. We are also offering our line of rubber tiles and sheet goods as well as all adhesives, transitions, stair treads, and other accessories to complete any installation.*

*The value that NJPA will derive from using Mannington's various flooring options can be found in our unique ability to bundle all of these products into one shipment for your various installation locations. We will be able to save you money on freight; we will save you money on product; and we will save you money by reducing the time needed to manage your flooring purchases.*

*By consolidating all of your flooring dollars with us, we are able to offer you the lowest possible price on every item you purchase – carpet, sheet vinyl, walk-off carpet, luxury vinyl plank & tile, rubber flooring, and cove base – we make it all!*

*We can also save you money and time in terms of the actual order and delivery process. With Mannington as your single-source flooring provider, filling out, managing, and sending seven or eight different purchase orders to seven or eight different fax numbers and/or email addresses is a thing of the past. All of your flooring and accessory needs for an entire location can be put on one purchase order. And not only starting the flooring order is easier with Mannington, but also completing the installation of that flooring is easier with Mannington. All of your material will ship on one truck, so it will all arrive as needed for the installation. You will never again have to hold up a project because one of the trucks is running late.*



*Because Mannington is a single-source provider of multiple types of flooring, you will always be one of our most important customers when you bundle your flooring purchases with Mannington, rather than being somewhat important to seven or eight different manufacturers. If you single-source all your floor covering and accessory needs with us, you're making a significant investment in our company. We do not take that lightly. Mannington and its associates still operate under the same mission and values set forth by our founders in 1915: To be the best people to do business with in the flooring industry. Let us prove our commitment to you.*

**25) Products, Installation, and Services Purchase**

Please list/identify the products, installation, and related services that are available. According to your offering, please submit and explain the process of your products plus installation pricing and business model, if applicable. Explain clearly and simply the specific details of the pricing, as well as the value an NJPA member would derive from using this option in your offering.

*Mannington is proposing to provide carpet (broadloom & modular), VCT, LVT, Resilient Sheet Goods, and Rubber Flooring. In addition to our complete line of hard and soft surface products, Mannington can also offer Turn-Key Installation Services for all of these product types. We can offer NJPA the ability to purchase both material and installation direct from the manufacturer on one Purchase Order. Installation services are available nationwide with complete coverage in the top 200 metropolitan markets. This program insures professional project management, a single point of contact, extended warranties all backed by the manufacturer, and a complete litany of services. Fees for Turnkey services are on a cost plus basis.*

*One of the benefits of our turn-key program is that all material and labor warranties are backed by Mannington Commercial. From the point of purchase, Mannington can save your business time and headaches. We offer everything you need to plan, complete, and maintain your installation of Mannington products. We handle take-offs, installation, and maintenance services all through one company.*

*As the commercial flooring industry's only manufacturer of both carpet and resilient products, Mannington is constantly challenged to deliver multiple types of products into our customers' construction and renovation programs. Incorporating a single line of products, such as carpet, into a construction program is an easy task for any major carpet manufacturer. However, integrating multiple product lines into a customers' flooring program is something that we can do better than anyone else in the industry. Why? Because we are the only ones doing it from the ground up.*

*Carpet and resilient products carry distinctly different traits and characteristics in terms of their delivery to market, the expertise needed to service them, and the type of installation required on their behalf. Your Mannington sales representative is responsible for our full line of products, including carpet, VCT, LVT, cove base, porcelain, hardwood, rubber tile, and sheet vinyl.*

*We know how hard it is behind the scenes to be able to manufacture and deliver carpet and resilient products in a seamless manner so that our customers view us as a single source for all of their flooring needs. A manufacturer that does not control every facet of manufacturing, sales, delivery, and installation of all of their products cannot stand behind the types of promises that Mannington has actually been delivering on for close to 100 years.*

*Our installation project managers, which will serve as the main point of contact during installation from start to finish, have all been certified and trained on each of our product lines. Because of this level of expertise, any situation that may arise during the installation process can be addressed on-site without causing delay or confusion.*

*Internally, our Strategic Accounts Department is set up to monitor inventory levels and establish future material needs so that shipments and project deadlines are maintained. We will warehouse all of your material needs at one of our eight locations across the country. A single delivery of materials will arrive to the jobsite as a bundled package. Once the material arrives, everything needed for the installation will be there and available for use.*

*This is a very unique aspect of our ability to serve as multi-product provider. Bundling our products according to your project needs ensures that the projects' flooring needs will move forward regardless of whether or not the entire space is ready for installation or not. If the area that is to receive vinyl tile is ready to be installed, then the material is there. We won't stage the material like other manufacturers will. We want your flooring acquisitions to be smooth and without interruption. A good flooring provider is one that nobody remembers during the construction process.*

*Our Turn-Key department is constantly monitoring our installation technicians and communicating information back to both our sales representatives as well as your appropriate personnel. At Mannington, we constantly and consistently work with every level of personnel within your organization to ensure that we are exceeding your level of expectation.*

Form P-Signature Page



**PROPOSER QUESTIONNAIRE**

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Signature: \_\_\_\_\_

*Jon Kulis*

Date: 12/16/15