

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: Masland Contract

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
		NONE	

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

*[Handwritten Signature]*

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: Masland Contract Date: December 16, 2015

Company Address: 716 Bill Myles Drive

City: Saraland State: AL Zip: 36571

Contact Person: G. Donald Dolan, III Title: Executive Vice President

Authorized Signature (ink only):  G. Donald Dolan, III  
(Name printed or typed)



## Contract Acceptance and Award

(To be completed only by NJPA)

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

Masland Contract  
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, 2016 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: [Signature] Dr. Chad Corquette  
NJPA Executive Director (Name printed or typed)

Awarded this 16th day of February, 2016 NJPA Contract Number # 121715-MAS

NJPA Authorized signature: [Signature] Scott Veronen  
NJPA Board Member (Name printed or typed)

Executed this 16th day of February, 2016 NJPA Contract Number # 121715-MAS

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

Vendor Name Masland Contract

Vendor Authorized signature: [Signature] G. Donald Dolan, III  
(Name printed or typed)

Title: Executive Vice President

Executed this 17th day of February, 2016 NJPA Contract Number # 121715-MAS



**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: Masland Contract

Contact Person for Questions: G. Donald Dolan, III

*G. Donald Dolan, III*  
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 716 Bill Myles Drive

City/State/Zip: Saraland, AL 36571

Telephone Number: 251-679-3504 Fax Number: 251-675-5808

E-mail Address: don.dolan@maslandcontract.com

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

Authorized Name (typed): G. Donald Dolan, III

Title: Executive Vice President

Date: December 16, 2015

**Notarized**

Subscribed and sworn to before me this 16<sup>th</sup> day of December, 20 15

Notary Public in and for the County of Mobile State of Alabama

My commission expires: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

Signature: Mary Jane Asberry  
May 19, 2018





**PROPOSER QUESTIONNAIRE**

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

Proposer Name: Masland Contract

Questionnaire completed by: Rhonda A. Nichols

**Payment Terms and Financing Options**

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

**We require a valid purchase order for all orders placed. Purchase orders must be submitted to Sales Support with the following information:**

- Account Number/Billing Information
- Complete ship to address
- Complete shipping instructions
- Signed copy of each strike-off, if applicable\*
- Style
- Color
- Backing
- Broadloom Width or Tile size
- Minimum order quantity required
- Overage (25sy or 5%), if applicable
- Type of adhesive required and quantity
- Sidemark (if available)
- "Requested" need date (realistic)

**If the order requires specific cut sizes, please provide all necessary information. Please note that roll sizes are not guaranteed, however we will do our best to accommodate your request.**

**\*For custom orders, a signed copy of each custom strike-off is required. This can be scanned and emailed/faxed with the purchase order. A piece of the actual signed strike-off material must be sent to Sales Support within 48 business hours or your order could possibly be delayed.**

**Purchase orders can be submitted via fax to 251-675-6958 or [strategicaccounts@maslandcontract.com](mailto:strategicaccounts@maslandcontract.com). All orders submitted before 1:00pm CST, will be acknowledged the same day. Any orders received after 1:00pm CST will be acknowledged by the next business day.**

- 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?



**Flooring Contractor/Dealer is an integral part of the process as they are able to accept PO's, invoice the NJPA member and will install the carpet. The local Masland Contract rep can assist the member in determining if the flooring contractor/dealer is part of our network.**

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

#### **Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.  
**Please see attached Warranty and Claims Policy.**
- 6) Do all warranties cover all products/equipment parts and labor?  
**Yes.**
- 7) Do warranties impose usage limit restrictions?  
**Yes. Please see attached Warranty.**
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?  
**Yes.**
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.  
**Please see attached Warranty.**
- 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?  
**We can provide a certified technician to all geographic regions in the U.S. and Canada.**

#### **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.  
**Masland Contract is offering its entire product line of broadloom and carpet tiles, area rugs-both running line and custom, adhesives and tile tabs and padding. The only products not being offered are scheduled to be discontinued within the next six months.**
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).  
**Masland is proposing a line item model. The model is broken down by broadloom, carpet tile, area rugs and accessories.**
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.  
**Discounts range from 15-50% depending on product type**
- 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.  
**Masland reviewed both its product offering and the types of products and pricing we have sold to the government and education markets. The pricing offered is a discount to the average price the projects were sold. While the discount from list price on a few of the products is high, because of the type of products, we needed to have a higher list price. Typical discount from list is 20-30%.**



- 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")

**Any Open Market or Non-Standard Options selected by a NJPA member will receive the appropriate discount.**

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

**None established at this time.**

- 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.

**The proposal does not include the installation costs of the product at the members' location.**

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

**The cost of shipping is included in our pricing. Extraordinary requests might add additional costs. These requests could include expedited shipping, drop trailers, delivery at off hours, etc.**

- 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.

**For orders above 3,000 yards, Masland will offer volume discounts and pass along freight savings.**

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

**Masland will take back carpet ordered incorrectly by flooring contractor/dealer with a 20% re-stocking fee and return freight costs. If shipped incorrectly by Masland, we will bear all costs associated with return.**

- 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.

**Masland utilizes contract to both Alaska and Hawaii with regular delivery schedules which can also return carpet if needed. Landed pricing is included for both locations as part of RFP. For other locations, Masland shipped carpet to 43 different countries in the last few years and have an international customer service sale support team which is familiar with shipping methods, delivery times and duties.**

- 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.

**Masland will assign a store group/end-use code for NJPA member orders which will allow us to track and report orders sold through the contract. We have similar processes in place for other buying groups which have proven to be effective.**

## 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.


While Masland Contract and Avant Contract's total product offering is available to NJPA Members, products listed on the price list submitted are what we have determined to be most relevant for the education and government segments. The pricing submitted includes freight and a fair flooring contractor/dealer markup. Freight is broken down by region to reflect actual costs and be as competitive as possible in each region. The value to the NJPA member is material pricing is known and they have the ability to work with a local flooring contractor/dealer that services them on a regular basis. If they need to put the labor out to bid, through our networks, we can provide the member with a list qualified flooring contractors/dealers able to perform the installation.

### 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.

Not applicable.

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



Date: \_\_\_\_\_

12/18/15