

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

Company Name: Mohawk Carpet Distribution, 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
3.35/page 9	Warranty	Proposer/Vendor warrants all products supplied will perform in accordance with Proposer/Vendor's standard written warranty applicable to such product.	NJPA Accepts
3.36/page 9	Additional Warrants	Proposer/Vendor warrants all products supplied will perform in accordance with Proposer/Vendor's standard written warranty applicable to such product.	NJPA Accepts

Proposer's Signature: Nick Szal VP BUSINESS DEVELOPMENT Date: 12-14-15**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: Mohawk Carpet Distr. Inc. Date: \_\_\_\_\_

Company Address: 1160 S. Industrial Blvd.

City: Calhoun State: GA Zip: 30701

Contact Person: Paul Woodverton Title: VP Gov. and Inst.

Authorized Signature (ink only): *Nick Sterghos* Nick Sterghos  
(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 |

Mohawk Carpet Distribution, 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:

A handwritten signature in blue ink, appearing to read "Dr. Chad Coquette".

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 16th day of February, 20 16NJPA Contract Number # 121715-MCD

NJPA Authorized signature:

A handwritten signature in blue ink, appearing to read "Scott Veronen".

NJPA Board Member

Scott Veronen

(Name printed or typed)

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

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

Vendor Name

Mohawk Carpet Distrib. Inc.

Vendor Authorized signature:

A handwritten signature in blue ink, appearing to read "Nick Sterghos".

Nick Sterghos

(Name printed or typed)

Title:

VP Bus. Dev. &amp; Int'l Sales

Executed this 18th day of Feb, 20 16NJPA Contract Number # 121715-MCD



**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: Monawel Carpet Distribution, Inc.

Contact Person for Questions: Nick Sterghos

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

Address: 160 S. Industrial Blvd.

City/State/Zip: Calhoun, GA 30701

Telephone Number: 706-624-2525 Fax Number: \_\_\_\_\_

E-mail Address: Nick-Sterghos@monawelind.com

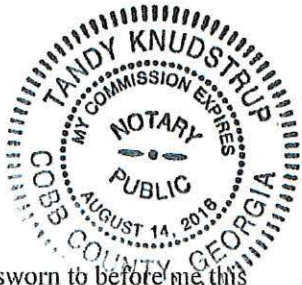
Authorized Signature: 

Authorized Name (typed): Nick Sterghos

Title: VP BUS. DEV. & INT'L SALES

Date: 12-14-16

Notarized



Subscribed and sworn to before me this 14th day of Dec, 20 15

Notary Public in and for the County of Cobb State of GA

My commission expires: 8/14/19

Signature: 





**PROPOSER QUESTIONNAIRE**

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

*Proposer Name:* Mohawk Carpet Distribution, Inc.

*Questionnaire completed by:* Tandy Knudstrup, Business Development

**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.  
N/A
- 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).  
All NJPA members or approved contractors will be directed to place orders through the assigned MVP Global Solutions Representative which is the customer service single point of contact. Purchase orders may be faxed or emailed directly to this person.
  - 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?  
Mohawk expects that based on customer request and need that our channel of approved and certified dealer / installers will be provided the ability to accept a final PO from a customer. Each NJPA purchase order accepted will require an internal quote to have been provided by our Customer Service MVP. Mohawk will retain the obligation of reporting and fee payment. Approved contractors will have a letter of authorization from Mohawk to represent one or all of the products within our NJPA portfolio and will be requested to provide that letter to the customer at time of quote.
- 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.

Mohawk Group has the most comprehensive and longest warranty in the industry. Our Lifetime Warranty is valid as long as the carpet is on the floor.

**Performance Backings Lifetime Warranty**

- Tuft bind integrity – wet or dry
- Dimensional stability (shrink, grow, cup, dome)
- Edge ravel, zippering, delamination
- Wear
- Static protection

#### Duracolor Lifetime Warranty

- Permanent stain protection against acid type spills
- Colorfastness/Color transfer (wet or dry)
- Wetfastness/Water bleed
- Lightfastness and atmospheric contaminants– 10 Years
- 99% of all stains can be removed with water only, or water and a mild detergent

#### Colorstrand SDN Lifetime Warranty

- Wear
- Static protection
- Colorfastness to Light
- Atmospheric contaminants – 10 Years
- Sentry Plus stain protection – 10 Years

#### To Make A Claim

##### **Mohawk (Carpet, Resilient, Wood)**

After receipt of proper notice of claim, Mohawk will designate a representative to inspect the carpet with the Owner's representative and Mohawk will meet all warranty obligations. Subject to warranty limitations and Owner obligations, Mohawk shall repair or, in its sole discretion, replace any carpet sold by it containing a defect covered by the warranty at no expense to Owner.

##### **Daltile (Ceramic)**

The original purchaser must notify a Dal-Tile Sales Service Center or an authorized representative in writing within 30 days of the discovery of any defect. After notification, Dal-Tile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Dal-Tile or an authorized representative. Upon determination that the product defect claim is valid, Dal-Tile will notify the purchaser in writing. Dal-Tile reserves the right to repair, replace or refund the originally-purchased product, at its sole discretion.

All Manufacturer Warranties are attached below:



Warranty  
Modular.pdf



Warranty  
Duracolor.pdf



Warranty  
Colorstrand.pdf



Warranty Master  
Resilient.pdf



Warranty Light  
Commercial Hardwo



Warranty  
Daltile.pdf

- 6) Do all warranties cover all products/equipment parts and labor?  
Yes. Labor warranty is for 2 years.
- 7) Do warranties impose usage limit restrictions?  
No
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?  
Yes. Mohawk has an in-house technical service team that is available to be on-site for any warranty repairs.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.  
Mohawk recommended adhesives must be used.
- 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?  
None



### 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.  
Broadloom and modular carpet as well as resilient flooring (LVT and rubber), wood and laminate.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).  
Mohawk utilizes our published MSRP pricing as the basis of our NJPA pricing as a 'Do Not Exceed' pricing guide that is made available to our customer facing sales representatives, our dealers and potential customers. Each line item group, i.e. modular carpet, adhesive, labor will have separate, but consistent discounts calculated from the nationally published List (MSRP) Price. Updated pricing will be provide when a national change of product offering or pricing change is implemented.
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.  
The product discount from MSRP is at least 10% and is as high as 30%.
- 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.  
All products will be consistent in their discounts from published List price (MSRP). Please see spreadsheet for all products proposed.
- 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").  
Although it is Mohawk's intention to utilize only NJPA approved and contracted products / services a small percentage of "completer" products may be required to complete a customer requirement. All additional products / services not part of Mohawk's current contracted products / services will be indicated as such on all quotes and will never be more than 20% of the overall total of the total cost of the quote consistent with federal procurement guidelines.
- 16) Describe your NJPA customer volume rebate programs, as applicable.  
Mohawk may offer additional discounts on a project by project basis to meet the needs of the customer based on the unique needs of the project. We will not offer discounts / rebates / commissions to individual companies from NJPA contracted sales volume either estimated or realized.
- 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.  
Mohawk provides FOB Mill pricing based on material only estimates. Shipping will be estimated and billed as a separate line item on each quoted opportunity. No other acquisition fees / tariffs / handling costs will be submitted to the customer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.  
Because of the wide variance of products offered and to meet the individual need and requirement of each customer's project, shipping costs are estimated and quoted at time or material cost request. All NJPA published pricing is FOB Mill.
- 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.
- \_\_\_X\_\_\_ d. Other; please describe.

Mohawk pricing discounts are consistent with cooperative procurement programs and are based on contractual obligations of the GSA Schedule contract. The NJPA contract will be the only cooperative contract that will offer all Mohawk Industries products including carpet, vinyl, wood, laminate, ceramic and porcelain on one contract. It is our intent to review this on an annual basis but our hope is to keep this sales format consistent throughout the term of the NJPA agreement.

20) Do you offer quantity or volume discounts?

\_\_\_X\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.

Quantity and volume discounts can be offered based on the uniqueness of each opportunity at the discretion of the local NJPA account executive with Regional Vice President's approval as long as the price offered is within the guidelines of our GSA contract obligations.

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

Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials.

- Cancellations, returns and/or pending shipments under 100 yards (cut made or en route)- 50% return/cancellation fee
- Cancellations, returns and/or pending shipments over 100 yards (cut made, or en route) - 25% of material value (Note - Karastan brands incur 25% cancellation fee after 3rd business day from order placement)
- Returns - Outbound and return freight- Customer obligation
- Invoices over 90 days old- No returns

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

Mohawk's return policy will remain consistent in all areas serviced by the agreement. Shipping and delivery costs will be estimated and provided at time of material / service quote in line with our standard procedures.

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.

Mohawk MVP customer service personnel assigned to NJPA are responsible for the tracking of all quotes and purchase fulfillment for the program. In addition, our internal CRM system requires segmentation information to be included within the sales opportunity prior to any sales commission being paid. Mohawk also provide a monthly report to all business leaders of account sales to provide opportunity to audit sales within the previous 30 days to assure coding of programs are consistent and captured correctly.

#### **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.

Please see attached spreadsheet for all items being made available for this agreement. We provide a consistent discount based on nationally published list pricing (MSRP) which is represented on the product pricing sheets included. Mohawk provides a material-only price consistent with major account market value of each product based on an average opportunity procurement. We welcome larger opportunity's to request quantity discounts based on the specific product / quantity / service need of the individual project requirement.

**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.

Please see the attached services that are made available for NJPA projects. These services will be coordinated and managed by Mohawk Industries but may include licensed / certified installers at the discretion of Mohawk Industries or by request of the NJPA customer. Each service will be quoted based on a project understanding and scope of work prior to acceptance of a purchase request being made by either manufacturer, sub contractor or customer. This is by far the most simplistic way for a customer to receive the assurance that the project will be done as required in the time and budget required. All product and services are warranted by Mohawk and will be serviced from local account executives. |

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



Date: 12-14-15