

Form C

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



Company Name: Tandus Centiva US LLC

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
3.14/6	Manufacturer as a Proposer	Authorized Dealer Network shall be considered Independent contractors.	NJPA Accepts
3.23.2/7	Vendor use of subcontractors	Vendor only shall assume responsibility for sub-contractors, if such turn-key solutions are provided through Vendor's "Source One" project management solution. Vendor shall not be responsible for the independent Dealer Network services provided or performed.	NJPA Accepts

Proposer's Signature: *Leonard F. Ferro*
Leonard F. Ferro, COO

Date: December 15, 2015

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: Tandus Centiva US LLC Date: December 15, 2015

Company Address: 311 Smith Industrial Blvd.

City: Dalton State: GA Zip: 30721

Contact Person: John Sumlin Title: VP Education Strategic Accounts

Authorized Signature (ink only): *Leonard F Ferro* Leonard F. Ferro, COO
(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

Tandus Centiva US LLC
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] NJPA Executive Director Dr. Chad Coquette
(Name printed or typed)

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

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

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

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

Vendor Name Tandus Centiva US LLC

Vendor Authorized signature: [Signature] Leonard F. Ferro
(Name printed or typed)

Title: President

Executed this 17th day of February, 20 16 NJPA Contract Number # 121715-TFU

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: Tandus Centiva US LLC

Contact Person for Questions: John Sumlin

Phone: (404) 431-2131 Email: John.Sumlin@Tarkett.com

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

Address: 311 Smith Industrial Blvd.

City/State/Zip: Dalton, GA 30721

Telephone Number: (706) 259-9711 Fax Number: (706) 259-2657

E-mail Address: John.Sumlin@Tarkett.com

Authorized Signature: *Leonard F Ferro*

Authorized Name (typed): Leonard F. Ferro

Title: Chief Operating Officer

Date: December 15, 2015

Notarized

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

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

My commission expires: October 22, 2016

Signature: *Kaye B Blackburn*





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

Proposer Name: Tandus Centiva US LLC

Questionnaire completed by: John Sumlin

Payment Terms and Financing Options

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

When using an authorized flooring contractor, the NJPA member will agree to the payment terms outlined by that local contractor. The local flooring contractor will need to make Payment for flooring materials within thirty (30) days following the date of the invoice and shipment.

Should any NJPA member choose to use our Source One turn-key services, payment for materials will be made within thirty (30) days following the date of shipment/invoice for materials and payment for labor (installation) will be made within thirty (30) days from the date of invoice after completion of the installation. For large projects to be completed in phases, invoices for labor will be issued at the end of each phase of the project which invoice shall be paid thirty (30) days from the date of invoice.

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

Tarkett does not offer leasing or other financing options.

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 he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

A flooring requirement will be identified by the NJPA member. The NJPA member can contact us (the manufacturer) and we will partner with a local flooring contractor to bring forth the NJPA agreement (Primary path to market) The flooring contractor, with our guidance (many dealers are already trained in how to operate this contract), will execute the NJPA Tarkett flooring contract. The flooring contract will then perform some if not all of these duties:

- Flooring Selection-** Interior Design expertise relative to wayfinding, color, product type, performance criteria (color & texture), etc
- Estimating-** measurement and calculation of quantities required including waste generated (%), manufacturing overages, seaming diagrams, carton size, proposal creation suing NJPA contract pricing supplied by us.
- Floor Preparation-** demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc
- Installation-**product storage, product staging, product acclimation, adhesives, etc

- ❑ **Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state and federal procurement levels. The Turn key process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use which has been demonstrated over time by this Proposer (Tandus Centiva)**

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

P-card procurement are widely accepted and would be the decision of the Flooring Contractor or the NJPA member depending on how the order is placed.



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

Proposer Name: Tandus Centiva US LLC

Questionnaire completed by: John Sumlin

Warranty

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

Please see the attached Warranties following this section.

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

Should a product be determined to be covered under the applicable express written warranty, Tarkett NA will be responsible for the return, repair, and/or replacement of the defective product in accordance with the applicable warranties.

- 7) Do warranties impose usage limit restrictions?

Please see the attached Warranties following this section.

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

Please see the attached Warranties following this section.

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

Please see the attached Warranties following this section.

- 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?

Tarkett NA should not encounter any situations where service cannot be provided to NJPA members.

Should a situation arise where NJPA believes there may be a warranty complaint with its floorcovering, NJPA should contact its local Tarket NA Associate. This individual will coordinate all necessary functions to provide prompt and satisfactory resolution to any concern. The Tarkett NA Associate will promptly visit the site to provide an initial assessment of the situation. A Field Technical Representative may also be dispatched to investigate the claim. Tarkett NA maintains an extensive network of independent dealers and certified installation professionals who can also assist with site concerns. Once a resolution action plan is established, it will be immediately communicated to the appropriate parties for implementation in accordance with the appropriate warranty.



PROPOSER QUESTIONNAIRE

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

Proposer Name: Tandus Centiva US LLC

Questionnaire completed by: John Sumlin

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.

Tandus creates innovative floorcovering solutions through our unique product line of Powerbond, modular, broadloom, woven and LVT that work in tandem to enhance spaces for learning, working, healing, and living.

Tandus creates a variety of innovative tufted and woven products that work in tandem to enhance spaces for learning, working, healing, and living. Through inspired design and leading-edge technology, Tandus continues unprecedented results toward sustainability and an absolute commitment to continued leadership.

Tandus offers its customers a single-source for innovative product design and technology, comprehensive services, and environmental leadership. With coordinated styles, extensive color ranges, and a variety of patterns and textures, Tandus has a diverse product offering that addresses a number of budget alternatives.

Tarkett USA:

Our integrated system is built around an idea that we call Balanced Choice. It's at the heart of every solution we create. When spaces come together, people do too, and it's a beautiful experience. Start your Journey to find the best fit for your space.

- **Designed to speak to each other or make a statement individually**
- **Designed to develop coordinated spaces that work**
- **Any segment, room to room, floor to floor.**
- **Coordinates color and pattern, balances form and function.**
- **Sustainability with performance**
- **Which helps you balance all of the choices and priorities**

Today, facility and risk managers, architects and specifiers are being asked to do so much more than just build and renovate spaces. They are charged with creating dynamic places that connect the purpose, values and objectives of an organization with its people. They have to manage a complex web of issues from work processes and technology to communications, while considering design, comfort, sustainability, life-safety and compliance in a litigious environment. And they have to do it with tighter budgets and shrinking time frames.

The world has clearly changed. We choose to see these issues as an opportunity rather

than a problem. In fact, we've redesigned our company to provide our customers with customized flooring solutions that help them meet their business objectives. We strive to help our customers redefine their interior environments so they become investments in human capital, rather than simply operating expenses. As the leader in specialty flooring industry, we're showing clients how integrating design with life-safety can enhance employee productivity and help companies attract, motivate and retain the best talent.

This integrated approach to interior space may not be what you expect from a flooring company. But we're used to doing things differently. Innovation is in our company's DNA and has been for over 100 years. In 1920 our predecessor company, in an effort to address our customers' concerns, developed the first integrated steel pail with rubber gaskets. This new pail, which replaced the wooden pail, provided environmental benefits by reducing the need for timber and preventing leakage of toxic materials in the coatings industry. Responding to customers has always been at the core of our business, a century ago and today.

Our mission is to integrate design and life-safety into flooring and stairwell solutions to create more productive, safer spaces that are aesthetically pleasing and add to our customers' economic success.

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

Pricing Strategy and Pricing Sheets provided in response to this item contain information that is proprietary to Tandus. No part of the pricing strategy or price sheets may be reproduced, in whole or in part, unless specifically required for the recipient's internal use. Disclosure or distribution without the express written consent of Tandus is strictly prohibited.

Tandus' pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. We are proposing a percent-off "range" on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic. The RFP uses levels of 14.28% to 50.46% with an average of 28.64% off list on modular carpet, 16.16% to 47.35% with an average of 27.65% on Powerbond, and 3.26% to 28.03% with an average of 20.64% on Broadloom and Woven. These discounts are relative to raw material cost and production efficiencies we can pass on. Our intent is to offer NJPA members our products at a greater discount than on our previous Agreement (Set discount off list). One percent off discount factor by brand or platform (Powerbond, modular, broadloom, woven, and LVT) causes deeper savings to be missed by the Agreement. It is our belief that our pricing structure will create the greatest value on our offer and will increase compliance, utilization, and more.

Tarkett USA will use a "net price" not to exceed number.

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

Tandus' pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. We are proposing a percent-off "range" on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic. The RFP uses levels of 14.28% to 50.46% with an average of 28.64% off list on modular carpet, 16.16% to 47.35% with an average of 27.65% on Powerbond, and 3.26% to 28.03% with an average of 20.64%

on Broadloom and Woven. These discounts are relative to raw material cost and production efficiencies we can pass on. Our intent is to offer NJPA members our products at a greater discount than on our previous Agreement (Set discount off list). One percent off discount factor by brand or platform (Powerbond, modular, broadloom, woven, and LVT) causes deeper savings to be missed by the Agreement. It is our belief that our pricing structure will create the greatest value on our offer and will increase compliance, utilization, and more.

Tarkett USA will use a “net price” not to exceed number.

- 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.

Tandus’ pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. Tandus Centiva is proposing a percent-off “range” on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic.

Tarkett USA will use a “net price” not to exceed number.

- 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”).

Tarkett NA are manufacturers and will most likely not have the need to provide or offer “Sourced Equipment/Products and/or Related Services”. We offer accessories that we will include in the RFP that are sourced. Should we have the need to add a sourced good, we will submit the sourced good as a “contract update” or an addendum, which is the same process we would follow when adding new styles/colors to our product lines.

If there are items that are only particular to a client that are sourced, we will offer to provide them as open market items outside the contract. We will negotiate directly with the member and they will be listed as “ancillary items” or non-contract items. It will be up to the NJPA member and these items will not be greater than 50% of the “on contract” proposal.

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

Tandus may consider volume rebate programs on an as needed basis.

- 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.

Cost of installation services is not included in the product pricing. Installation services are listed separately (by service item) and will be charged separately on an as used basis. These services are contracted directly with the installation company according to the scope of work required.

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

Tandus products include a freight allowance to NJPA member’s selected flooring contractor. It does not include staging and delivery within buildings at a member’s site. Standard delivery expediting will not incur any additional cost; Expedited or rush deliveries will be billed as deemed appropriate. Tarkett USA products include delivery to a

distribution hub, which are in most areas of the continental US, delivery to NJPA members jobsite or non-continental US sites may incur additional fees if quantities are small and owners location is remote.

Shipping

We use independent, third party, freight carriers to deliver our products. Freight costs included in pricing are for destination within the continental United States. Additional freight costs will apply to Hawaii, Alaska and Canadian shipments. Additional costs may be incurred for drop shipments, lift-gate, expedited delivery, and other similar types of delivery.

Freight Terms

Freight shall be prepaid and included in quoted price to the destination point within the continental United States. Alaska, Hawaii, and Canadian freight costs will be quoted separately.

Title and Risk of Loss

Title and risk of loss shall pass to the NJPA member upon transfer to the freight carrier. However, for damage or loss occurring in transit, Tandus shall promptly replace the damaged or lost material and file any claims with carrier on behalf of the NJPA member (if requested to do so by the member) to resolve any issues.

Change Order and Cancellation Policy

If a NJPA member wishes to cancel a Purchase Order for any reason other than a manufacturing defect, Tandus Centiva may accept cancellation based upon the payment by the member to Tandus Centiva of a restocking fee as outlined below:

The Parties herein understand that Company is a made-to-order manufacturer. With respect to purchases made directly through Company or an authorized dealer, Customer may cancel an order for any running line Product at any time within the first 24 hours after submitting the order to Company, without incurring a cancellation/ restocking fee. After the initial 24 hour period, Company may cancel an order for running line Product prior to shipment of the Product, subject to a restocking fee based upon the percentage of completion of the ordered Product, as set forth in the table below. Notwithstanding the foregoing, with respect to custom-ordered Products, Customer may not cancel or return an order for any Product after the initial 24 hour period.

Stage of Manufacture	Percent of Restocking Charge
Yarn (Ordered)	15%
Greige (Tufted)	25%
Finished	35%

Custom product orders may not be cancelled.

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.

Tarkett NA may consider quantity or volume discounts in the future.

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

If a product is determined to have a manufacturing defect, Supplier/Proposer will be responsible for the return, repair, and/or replacement of the defective product.

If the Customer wishes to cancel a purchase order for other reasons, Supplier may accept cancellation based upon the payment by Customer to Supplier of a reasonable restocking charge. There will be no cancellation or return of custom product orders.

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

Shipping

Tandus uses independent, third party, freight carriers to deliver its products. Freight costs included in pricing are for destination within the continental United States. Additional freight costs will apply to Hawaii, Alaska and Canadian shipments. Additional costs may be incurred for drop shipments, lift-gate, expedited delivery, and other similar types of delivery.

Freight Terms

Freight shall be prepaid and included in quoted price to the destination point within the continental United States. Alaska, Hawaii, and Canadian freight costs will be quoted separately.

Title and Risk of Loss

Title and risk of loss shall pass to the NJPA member upon transfer to the freight carrier. However, for damage or loss occurring in transit, Tandus Centiva & Johnsonite shall promptly replace the damaged or lost material and file any claims with carrier on behalf of the NJPA member (if requested to do so by the member) to resolve any issues.

Change Order and Cancellation Policy

If a NJPA member wishes to cancel a Purchase Order for any reason other than a manufacturing defect, Tandus Centiva may accept cancellation based upon the payment by the member to Tandus Centiva of a restocking fee as outlined below:

The Parties herein understand that Company is a made-to-order manufacturer. With respect to purchases made directly through Company or an authorized dealer, Customer may cancel an order for any running line Product at any time within the first 24 hours after submitting the order to Company, without incurring a cancellation/ restocking fee. After the initial 24 hour period, Company may cancel an order for running line Product prior to shipment of the Product, subject to a restocking fee based upon the percentage of completion of the ordered Product, as set forth in the table below. Notwithstanding the foregoing, with respect to custom-ordered Products, Customer may not cancel or return an order for any Product after the initial 24 hour period.

Stage of Manufacture	Percent of Restocking Charge
Yarn (Ordered)	15%
Greige (Tufted)	25%
Finished	35%

Custom product orders may not be cancelled.

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.

Tarkett NA local account representatives will randomly audit the installing contractors that buy flooring and provide service to the NJPA member to ensure contract compliance and understanding. This list of installing contractors is well over 6 years old and these flooring contractors (dealers) know how this contract works. In order for the contract guidelines to be followed the NJPA member must make it clear that they have the "desire and ability" to use the agreement and we will provide the NJPA flooring contractor with contract material and labor pricing. We request that all NJPA members be advised that their PO should reflect the contract name and number to ensure full compliance. We are not able to control our local contractors completely but we will make the best faith effort to ensure this takes place by contract guideline. We will also review each NJPA statement for fees to ensure the account reps involved have been fully trained and know the guidelines of the contract.



PROPOSER QUESTIONNAIRE

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

Proposer Name: Tandus Centiva US LLC

Questionnaire completed by: John Sumlin

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.

Many/most flooring products require a certified tradesperson handling to ensure manufacturer specified installation guidelines are followed and met to preserve the manufacturer's warranty. The process to estimate procure and install commercial flooring is a very unique multi step process. These steps are critical and require experience and training. However, with some (large, multi-site, sell performing, etc.) customers the need to "Direct Buy" may arise. These situations have to be taken on a case by case basis and factors drive and sometimes dictate "Direct buy". These factors could be or might be volume (i.e. truckload), NJPA members trained staff as tradesman (installers), etc. Understand that our network of full service dealers (independent installing contractors) bring a wealth of knowledge and experience that cannot be replaced with a direct buy. These service items are performed by the installing contractor, not the manufacturer, so a direct buy requires the member to take on the listed additional responsibilities and liabilities relative to:

- Flooring Selection- Interior Design expertise relative to way finding, color, product type, performance criteria (color & texture), etc.
- Estimating- measurement and calculation of quantities required including waste generated (%), manufacturing overages, seaming diagrams, carton size, and proposal creation.
- Floor Preparation- demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc.
- Installation-product storage, product staging, product acclimation, adhesives, etc.
- Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state and federal procurement levels. The Turn key process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use which has been demonstrated over time by this Proposer (Tandus Centiva)

As an evolving and innovative proposer we request the opportunity to address these situations as NJPA members request a Direct buy path, but understanding that a highly qualified local installer and a Class A manufacturer is very much the norm and provides an high overall satisfaction level with most NJPA member flooring buyers.

In the spirit of innovation and marketplace evolution we will provide a class of products (modular carpet tile) for Direct Buy on an as needed basis. Our career with NJPA, which dates back to the inception of the flooring category and totals more than \$ 17,000,000 (8.5 million square feet) in the last (3) years and includes 4 State adoptions (MS, SD, FL, NY), has created an agreement that truly serves your member and will continue to if you choose us as the flooring supplier for NJPA. We will evaluate adding other platforms and products to this Direct buy list on a case by case basis with the most informed, high volume and experienced buyers.

We will present this as a "Hot List" and will promote it on an as needed basis for your members. The pricing on these products will be more aggressive and will NOT include the services outlined above that your members are accustomed to and expect to receive when a full service Dealer is used.

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.

Many/most flooring products require a certified tradesperson/installer to buy and handle to ensure manufacturer specified flooring applications and installation guidelines are followed and met. This preserves the manufacturer's material warranty and creates the installers installation warranty. The process to select, estimate, procure and install commercial flooring is a very unique multi step process. These steps are critical and require experience and training. Our network of full service dealers (independent installing contractors) bring a wealth of knowledge and experience that cannot be replaced. These service items are performed by them and not the manufacturer:

- Flooring Selection- Interior Design expertise relative to way finding, color, product type, performance criteria (color & texture), etc.
- Estimating- measurement and calculation of quantities required including waste generated (%), manufacturing overages, seaming diagrams, carton size, and proposal creation.
- Floor Preparation- demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc.
- Installation-product storage, product staging, product acclimation, adhesives, etc.
- Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state and federal procurement levels. The Turn key process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use which has been demonstrated over time by this Proposer (Tandus)

NJPA members expect a highly qualified local installer and a Class A manufacturer as the norm and ensures the contract provides a high overall satisfaction level with NJPA member flooring buyers.

Signature: _____

Leonard J. Lewis

Date: December 15, 2015