

Form C

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



Company Name: Milliken & Company

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
5.18-5.19 /16	Ceiling Price	Prices quoted are subject to adjustment according to 5.35-5.36 below.	See Clarification #1
5.20-5.23/ 16	Volume Price Discounts / Additional Quantities	Any favored relationship or price adjustments provided to one customer of Milliken can only be extended to another customer at the discretion of Milliken.	NJPA Accepts
5.25-5.28/ 17	Sourced Product / Equipment / Open Market Items	Any transactions outside of the Contract (such as for a "Sourced Good" or "Open Market Item") shall not be governed by this Contract.	NJPA Accepts
5.35-5.36/ 18	Product and Price Changes	Prices quoted are valid for 1 year, and Milliken reserves the right to increase prices on an annual basis thereafter by providing NJPA 30 days prior written notice of such change. Notwithstanding the prior statement to the contrary, upon experiencing a dramatic and unexpected increase in material costs, Milliken reserves the right at any time to increase prices correspondingly by providing prior written notice. Any price changed will not be effective for orders accepted prior to the effective change in price.	See Clarification #1
5.45-5.56 / 20-21	Shipping	Section 5.56 should be modified to read as follows: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to confirm to this Contract, the purchasing member should follow the claims resolution process outlined in the attached "Claims Resolution Process."	NJPA Accepts

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.29-6.30 / 25-26	Administrative Fees	Prices quoted are only valid for an administrative fee of 2%.	NJPA Accepts
8.10 / 31	Patent and Copyright Infringement	Milliken does not indemnify or hold harmless for any particular or specific use beyond the general purpose for which all products of the same type are intended.	NJPA Accepts
Additional provision	Limitation of Damages	Notwithstanding anything to contrary, Milliken's total liability under the Contract is no greater than the amount paid to Milliken for the products provided pursuant to the Contract.	See Clarification #2

Proposer's Signature: *Randall J. Wells* Date: 12/17/15

NJPA's clarification on exception/s listed above:

Any proposed exception not explicitly accepted by NJPA is hereby rejected and will not be part of the terms and conditions of the contract.

CLARIFICATIONS:

1. NJPA is a government entity and is subject to Minnesota law. NJPA is required to follow certain procedures regarding price adjustments. Those requirements are outlined in the RFP on page 49 as well as Section I. All Vendors wishing to request price adjustments will be requirements to follow these procedures.
2. This proposed exception is one that will need to be agreed upon with each individual NJPA member at the time of purchase.



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: Milliken & Company Date: 12/17/15

Company Address: 920 Milliken Road

City: Spartanburg State: SC Zip: 29304

Contact Person: Randy Deelo Title: National Account Manager

Authorized Signature (ink only): *Randy Deelo* Randy Deelo
(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

Milliken & Company
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:



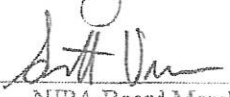
NJPA Executive Director

Dr. Chad Corsette

(Name printed or typed)

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

NJPA Authorized signature:



NJPA Board Member

Scott Veronen

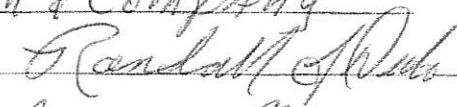
(Name printed or typed)

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

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

Vendor Name Milliken & Company

Vendor Authorized signature:



Randall J. Deelo

(Name printed or typed)

Title: National Account Manager

Executed this 18th day of February, 20 16 NJPA Contract Number # 121715-MAC

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: Milliken & Company

Contact Person for Questions: Randy Deelo

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

Address: 9134 Pine Avenue

City/State/Zip: St. Louis, MO 63144

Telephone Number: 314-952-7608 Fax Number: _____

E-mail Address: randy.deelo@milliken.com

Authorized Signature: *Randy Deelo*

Authorized Name (typed): Randy Deelo

Title: National Accounts Manager

Date: 12/17/15

Notarized



SHERON L. DOUGLAS
My Commission Expires
October 27, 2017
St. Louis County
Commission #13693260

Subscribed and sworn to before me this 10th day of December, 2015

Notary Public in and for the County of St. Louis mo. State of MO

My commission expires: October 27, 2017

Signature: *Sheron L. Douglas*



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

Proposer Name: Milliken & Company

Questionnaire completed by: Randy Deelo

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. 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).
 - 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?

An NJPA member will place their order with the local flooring dealer, utilizing the pricing structure established in this contract. The flooring dealer will place the order with Milliken. Milliken will invoice the flooring dealer and the flooring dealer will invoice the NJPA member. All activity under this contract will be captured by the price quotation number (Milliken MQ number). Activity will be reported on a quarterly basis to NJPA.

- 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.
- 6) Milliken Carpet offers the most comprehensive warranty package in the industry including over 14 Lifetime Warranties. If there is every a warranty issue, the local Milliken carpet sales representative will first visit the installation to make sure there are no safety concerns or other issues. The Milliken sales representative will then file a claim with Milliken's Quality Assurance department. Depending on the nature of the claim a site visit by the Quality Assurance Department or testing of the damaged tiles may be necessary. Please see the Warranty information contained in the RFP response document.
- 7) Do all warranties cover all products/equipment parts and labor? Please see the Warranty information contained in the RFP response document.
- 8) Do warranties impose usage limit restrictions? N/A
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs? Yes
- 10) Please list any other limitations or circumstances that would not be covered under your warranty. Please see the Warranty information contained in the RFP response document.
- 11) 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? Milliken can provide warranty work for all areas services by this contract.

Equipment/Product/Services, Pricing, and Delivery

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- Milliken is offering the complete product line and installation to NJPA Members. The product line includes modular carpet (carpet tile), broadloom carpet, Entry systems (walk-off products), Adhesives and installation of all products listed.
- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- Our pricing model is a line-item pricing schedule. It will be in the same format we used on the past contract. Freight included in pricing.
- 14) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- Not Applicable since Milliken does not have a published MSRP. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 15) 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.
- Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments. Milliken does not use SKU numbers for products being offered. Products are identified by Collection Name, Design Name and Color Name and number when being ordered.
- 16) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).
- Milliken’s business plan is to involve local flooring dealer partners in the implementation of this contract. An NJPA member will place their order with the local flooring dealer, utilizing the pricing structure established in this contract. The flooring dealer will place the order with Milliken. Milliken will invoice the flooring dealer and the flooring dealer will invoice the NJPA member. All activity under this contract will be captured by the price exception number (Milliken MQ number). Activity will be reported on a quarterly basis to NJPA.
- 17) Describe your NJPA customer volume rebate programs, as applicable. N/A
- 18) 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. N/A
- 19) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program. Milliken’s price submittal will be FOB Destination for the Continental United States. Alaska and Hawaii orders will be handled, FOB, transfer point (ship dock or border) LaGrange, GA.
- 20) 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.

21) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

22) Describe in detail your proposed exchange and return program(s) and policy(s). [Standard Return Policy attached and included in our response.](#)

23) 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. [Milliken's price submittal will be FOB Destination for the Continental United States. Alaska and Hawaii orders will be handled, FOB, transfer point \(ship dock or border\) LaGrange, GA. Milliken's Restocking policy is attached "Restocking fees.pptx".](#)

24) 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. [Milliken uses the SAP Business Management technology for all of its process. This state of the art technology allows the housing and accurate tracking of pricing quoted to our customers. Milliken also undergoes an annual independent audit by a third-party auditor. As part of the annual audit they test our internal controls of which billing to our customers is a part.](#)

Industry-Specific Questions

25) 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.

26) 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. [Our offer is for Products, Installation and Services Purchase. See attached price sheet.](#)

Signature: _____

Randall J. Wells

Date: _____

12/17/15