

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GOODMANS, INC.
D/B/A GOODMANS INTERIOR STRUCTURES**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of May 10, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Goodmans, Inc., an Arizona corporation, d/b/a Goodmans Interior Structures (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSPO13-040689, dated March 1, 2013, as amended by Amendment No. One, dated June 24, 2013, Amendment No. Two, dated September 9, 2013, Amendment No. Three, dated December 18, 2013, Amendment No. Four, dated September 26, 2014, Amendment No. Five, dated December 4, 2014, and Amendment No. Six, dated February 25, 2016 (collectively, the “State Contract”), for the Vendor to provide furniture, products and services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Vendor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with furniture for court offices, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 28, 2017 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for one successive one-year term (a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability

and appropriation of funds for renewal in the subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract, as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the State Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the specific Materials to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, materials order or other form of written agreement describing the materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement and the State Contract will be subject to rejection. Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the Town may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The Town reserves the right to cancel any Materials Order within a reasonable period of time after issuance. Should a Materials Order be canceled, the Town agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The Town will not reimburse the Vendor for any costs incurred after receipt of the Town notice of cancellation, or for lost profits, shipment of product prior to issuance of a Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. For the Initial Term, the Town shall pay the Vendor an aggregate amount not to exceed \$8,000.00 for the Materials at the unit rates set forth in the State Contract. Thereafter, for any subsequent Renewal Term, the Town shall pay the Vendor an

annual aggregate amount not to exceed \$8,000.00 for Materials at the unit rates set forth in the State Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$16,000.00.

4. Payments. The Town shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all Materials delivered and accepted to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

7. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

8. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved Materials Order, the State Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Materials Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract

shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

9. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

10. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 9 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: Goodmans, Inc.
d/b/a Goodmans Interior Structures
1400 East Indian School Road
Phoenix, Arizona 85014
Attn: Stacey Huld

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 11th, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



(Affix notary seal here)



Notary Public

“Vendor”

GOODMANS, INC.,
an Arizona corporation, d/b/a
GOODMANS INTERIOR STRUCTURES

By: Adam Goodman

Name: Adam Goodman

Title: CEO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 10th DAY OF MAY, 2016, before me personally appeared Adam Goodman, the CEO of GOODMANS, INC., an Arizona corporation, d/b/a GOODMANS INTERIOR STRUCTURES, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Debra Whitfill
Notary Public

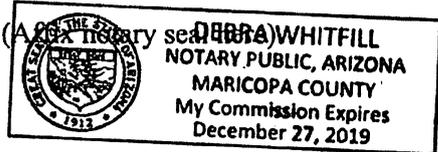


EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GOODMANS, INC.
D/B/A GOODMANS INTERIOR STRUCTURES

[State Contract]

See following pages.



Master Blanket Purchase Order ADSP013-040689

Header Information

Purchase Order Number:	ADSP013-040689	Release Number:	0	Short Description:	Furniture, Products and Services
Status:	3PS - Sent	Purchaser:	Christopher Lacey	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona				
Department:	ADSP0 - State Procurement Office	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Alternate ID:		Entered Date:	02/01/2013 03:31:33 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:	christopher.lacey@azdoa.gov 602-542-7165	Tax Rate:		Actual Cost:	\$0.00
Master Blanket/Contract End Date (Maximum):	02/28/2018 05:00:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				

Agency Attachments:

[ADSP013-040689 - Mfg attheoffice - Arconas.zip](#) [ADSP013-040689 - Mfg Baker - Dirtt.zip](#)
[ADSP013-040689 - Mfg Egan - Gordon.zip](#) [ADSP013-040689 - Mfg Hag - Luxo.zip](#)
[ADSP013-040689 - Mfg Maxon - Pipp.zip](#) [ADSP013-040689 - Mfg Sauder - Vitra.zip](#) [Signed Offer Additional Services Pricing Amendments Volume Discounts A3 A4 A5 GL AL and WC exp 1-1-16 PL exp 3-12-15 Solicitation As Amended Current Insurance A6 Current Discount Structure](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:	<u>9000003510 - GOODMAN'S INC</u> Stacey Huld 1400 E Indian School Road Phoenix, AZ 85014 US Email: shuld@goodmans.info Phone: (602)263-1110 FAX: (602)512-0815 Alt. Phone: Z0001	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	As Specified	Freight Terms:	Freight Prepaid

PO Acknowledgements:

	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to krauser@goodmans.info at 02/25/2013 03:20:20 PM	02/26/2013 02:31:28 PM
Change Order 1	Emailed to krauser@goodmans.info at 06/24/2013 12:29:32 PM	06/24/2013 02:36:08 PM
Change Order 2	Emailed to shuld@goodmans.info at 09/11/2013 10:28:23 AM	09/12/2013 08:00:35 AM
Change Order 3	Emailed to shuld@goodmans.info at 12/19/2013 02:37:45 PM	12/19/2013 02:40:13 PM
Change Order 4	Emailed to shuld@goodmans.info at 03/07/2014 01:50:04 PM	03/10/2014 08:16:45 AM
Change Order 5	Emailed to shuld@goodmans.info at 09/26/2014 02:25:09 PM	09/26/2014 03:40:07 PM
Change Order 6	Emailed to shuld@goodmans.info at 12/08/2014 02:39:31 PM	12/09/2014 06:09:44 AM
Change Order 7	Emailed to shuld@goodmans.info at 09/24/2015 01:58:10 PM	09/26/2015 09:29:18 AM
Change Order 8	Emailed to shuld@goodmans.info at 02/24/2016 04:50:40 PM	02/24/2016 06:16:05 PM
Change Order 9	Emailed to shuld@goodmans.info at 02/25/2016 02:55:59 PM	02/25/2016 06:17:28 PM
Change Order 10	Emailed to shuld@goodmans.info at 03/07/2016 03:03:34 PM	03/08/2016 07:33:01 AM
Change Order 11	Emailed to shuld@goodmans.info at 03/10/2016 10:53:41 AM	03/12/2016 08:40:39 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000003510</u>	PZ9000003510	GOODMANS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 03/01/2013 **Master Blanket/Contract End Date:** 02/28/2017
 Yes

Cooperative Purchasing Allowed:

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$7,065,251.61	\$0.00

Item Information

1-5 of 18
1 2 3 4

Print Sequence # 1.0, Item # 1: Chairs / Seating - Task/Work, Executive, Guest/Side, Ergonomic, Folding, 3PS - Conference Room, Stackable, Training Room, Reception/Lounge, Stools, Sent Couches, Auditorium Seating, Theater Seating (stationary/portable), Other. Customer to verify and enter final pricing.

NIGP Code: 425-06
 Chairs, Metal

Bid # / Bid Item #: ADSP013-00002001 / 1 Quote # / Quote Item #: 000016145-R1 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 2.0, Item # 2: Free Standing Furniture - Free Standing Desks, Tactics/Training, 3PS - Conference Room Tables, Small Office Tables, Side Tables, Dining Sent Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other. Customer to verify and enter final pricing.

NIGP Code: 425-20
 Desks and Tables, Metal

Bid # / Bid Item #: ADSP013-00002001 / 2 Quote # / Quote Item #: 000016145-R1 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 3.0, Item # 3: Modular Furniture - Demountable Walls, Systems Furniture, Fabric 3PS - Panels, Organization Accessories, Lighting, Electrical connections and Sent Internal Wiring, Other. Customer to verify and enter final pricing.

NIGP Code: 425-54
 Modular Panel Systems, (With Metal Connecting Mechanism)

Bid # / Bid Item #: ADSP013-00002001 / 3 Quote # / Quote Item #: 000016145-R1 / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 4.0, Item # 4: Systems Furniture Solutions - Modular Furniture, Chairs, Casegoods, 3PS -
 Panels, Tools, Railings, Electrical connections, Other. Customer to verify Sent
 and enter final pricing.

NIGP Code: 425-54
 Modular Panel Systems, (With Metal Connecting Mechanism)

Bid # / Bid Item #: ADSP013-00002001 / 4 Quote # / Quote Item #: 000016145-R1 / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 5.0, Item # 5: Storage / Casegoods - Steel Casegoods, Wood Casegoods, File Cabinets, 3PS -
 Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Sent
 Storage, Other. Customer to verify and enter final pricing.

NIGP Code: 425-89
 Storage Cabinets, Metal

Bid # / Bid Item #: ADSP013-00002001 / 5 Quote # / Quote Item #: 000016145-R1 / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

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1 2 3 4

Exit

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Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO13-040689
Furniture, Products and Services

PAGE
1

AMENDMENT NO.: A6

OF
1

CONTRACTOR:

Goodmans
PO BOX 13289
Phoenix AZ 85002

CONTACT: Stacey Huld

PHONE: 602-512-0615

EMAIL: shuld@goodmans.info

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Christopher Lacey

PHONE: (602) 542-7165

EMAIL: christopher.lacey@azdoa.gov

Furniture, Products and Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3, Contract Extensions, this contract shall be extended through February 28, 2017.
2. In accordance with Special Terms and Conditions, Section 22.2, Price Reduction, this contract shall now offer increased discounts as stated in the attached herein.
3. In accordance with contract amendment 1 allowing modular furniture refurbishment, this contract shall now also include additional cut down and refabricate workstations as depicted in the attached herein.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

February 24, 2016

SIGNATURE

DATE

2/25/16

SIGNATURE

DATE

Christopher Lacey,
Senior Procurement Officer

PRINTED/TYPED NAME AND TITLE

VENDOR	CONTRACT DISCOUNT	WEBSITE
Abco		www.abcofurniture.com
All	55.00%	
Agati		www.agati.com
\$0 - \$25,000	33.00%	
\$25,0001 - \$75,000	40.00%	
\$75,001+	43.00%	
Allermuir		www.allermuir.net
All	43.75%	
Altus		www.altus-inc.com
non-powered/wall mount/accessories	5.00%	
powered	3.00%	
Appenx		www.appenx.com
\$1 - \$7,499	53.00%	
\$7,500 - \$33,999	56.00%	
\$34,000+	62.50%	
Arconas		www.arconas.com
\$0 - \$5,000	31.00%	
\$5,001 - \$25,000	43.00%	
\$25,001 - \$50,000	44.00%	
\$50,001 - \$75,000	45.00%	
\$75,001 - \$100,000	46.00%	
\$100,001 - \$150,000	47.00%	
\$150,001+	48.00%	
JRB Studio (previously known as Baker)		www.jrbstudio.com
Animate Tables	62.50%	
Animate+ Systems	62.50%	
Accessory Products	37.50%	
M Collection Office	65.00%	
M Collection Training	62.50%	
NEXT	66.25%	

VISO	52.50%	
Zydeco	50.00%	
Marker	62.50%	
BBF		www.bbffits.com
All	58.00%	
BRC		www.brccanada.com

VENDOR	CONTRACT DISCOUNT	WEBSITE
All	59.00%	
Bretford		www.bretford.com
Collections Tables, Plus Seating	46.00%	
Basics	43.00%	
Technology	40.00%	
Library, EDU 2.0 or Motive Seating	33.00%	
Brewer		www.brewercompany.com
\$0 - \$49,999	33.00%	
\$50,000 - \$99,999	36.00%	
\$100,000+	37.00%	
Carolina Business Furniture		www.carolinabusinessfurniture.com
All	50.00%	
Cramer		www.cramerinc.com
All	50.00%	
Datum (via AADS)		www.datumfiling.com
All	40.00%	
Dauphin		www.dauphin.com
All	50.00%	www.valofurniture.com
Dirtt		www.dirtt.net
All	RCS - 1%	
Egan		www.eganvisual.com
All	43.00%	
ergoCentric		www.ergogenesis.com
All	53.00%	
ErgoGenesis		www.ergogenesis.com
Chairs	53.75%	
ErgoFusion	41.25%	
ESI		www.esi ergo.com
Everything but adjustable tables	63.25%	
Adjustable tables EXCEPT THE TABLES BELOW	60.00%	
Premium, Pneumatic, Crank Base	46.00%	
FireKing		www.fireking.com
All	64.00%	
First Office		www.firstoffice.com
All	54.00%	
Fixtures		www.izzyplus.com/fixtures-furniture
All	49.00%	
Fluid Concepts		www.fluidgroup.com
All	50.00%	www.fluidconcepts.ca
Geiger		www.geigerintl.com
\$0 - \$100,000	46.00%	
\$100,000+	47.00%	
Global & GlobalCare		www.globaltotaloffice.com

VENDOR	CONTRACT DISCOUNT	WEBSITE
Less than \$2,000 list or drop ship	52.00%	www.thinkglobalcare.com
\$2,001 - \$16,500 list or drop ship	55.00%	
Over \$16,501 list from factory	60.00%	
Gordon International		www.gordoninternational.com
All	40.00%	
Hag		www.izyplus.com/hag
All	49.00%	
Harter		www.izyplus.com/harter
All	49.00%	
Herman Miller		www.hermanmiller.com
All		
Humanscale		www.humanscale.com
Seating \$1 - \$50,000	52.00%	
Seating \$50,001 - \$250,000	55.00%	
Seating \$250,001+	Negotiable	
Ergonomics \$1 - \$50,000	63.00%	
Ergonomics \$50,001 - \$250,000	65.00%	
Ergonomics \$250,001+	Negotiable	
Float Table \$1 - \$150,000	50.00%	
Sit/Stand \$150,001 - \$250,000	52.00%	
Sit/Stand \$250,000 - \$500,000	54.00%	
Sit/Stand \$500,001+	Negotiable	
Ideon		www.ideondesign.com
All	52.50%	
Izzy		www.izyplus.com/izzy
All	49.00%	
Keilhauer		www.keilhauer.com
All	49.00%	
Lazboy Contract		www.lzbcontract.com
All	55.00%	
Luxo		www.luxous.com
1-5 pcs	46.00%	
6-25 pcs	46.00%	
26-99 pcs	51.25%	
100-500 pcs	55.00%	
501-1000 pcs	58.00%	
1000+ pcs		
Non-Promoted Products	46.00%	
Maxon		www.maxonfurniture.com
\$1 - \$30,000	71.00%	
\$30,001 - \$95,000	78.00%	
\$95,001 - \$285,000	79.00%	
\$285,000 - \$725,000	80.00%	

VENDOR	CONTRACT DISCOUNT	WEBSITE
\$725,001+	81.50%	
Quickship \$1 - \$30,000	70.00%	
Quickship \$30,001 - \$95,000	77.00%	
Mitchell		www.mitchell-tables.com
Wall Mounted Systems	49.00%	
All other tables, stages, risers	46.00%	
Mity-Lite		www.mitylite.com
ABS/Madera/AL-13/Reveal Duo Tables 1-6	47.00%	
ABS/Madera/AL-13/Reveal Duo Tables 7-49	49.00%	
ABS/Madera/AL-13/Reveal Duo Tables 50+	55.00%	
Table & Chair Carts	40.00%	
Access/Classic/Grand Series 1-74	41.00%	
Access/Classic/Grand Series 75-149	43.00%	
Access/Classic/Grand Series 150-299	45.00%	
Access/Classic/Grand Series 300+	50.00%	
Essential/Prestige/Grand Series 500-599	41.00%	
Essential/Prestige/Grand Series 600-749	43.00%	
Essential/Prestige/Grand Series 750-999	45.00%	
Essential/Prestige/Grand Series 1000+	50.00%	
Swiftset Folding Chair 1-74	39.00%	
Swiftset Folding Chair 75-149	41.00%	
Swiftset Folding Chair 150-299	45.00%	
Swiftset Folding Chair 300+	50.00%	
Swiftset Stacking/Mesh One/One Series 1-99	39.00%	
Swiftset Stacking/Mesh One/One Series 100-299	41.00%	
Swiftset Stacking/Mesh One/One Series 300-499	45.00%	
Swiftset Stacking/Mesh One/One Series 500+	50.00%	
Chiavari/Napoleon/Duramax Chair 1-99	39.00%	
Chiavari/Napoleon/Duramax Chair 100-249	41.00%	
Chiavari/Napoleon/Duramax Chair 250-499	41.00%	
Chiavari/Napoleon/Duramax Chair 500+	45.00%	
Worship 1-74	41.00%	
Worship 75-149	43.00%	
Worship 150-299	45.00%	
Worship 300+	50.00%	
Dance Floors & Magnattach Storage Carts	44.00%	
Mobile Stages/Portable Partitions	54.00%	
MooreCo 360		www.mooreco360.com
All	36.00%	
Nemschoff		www.nemschoff.com
All	43.60%	
Neocase		www.neocase.com
All	40.00%	

STATE OF ARIZONA
 CONTRACT #ADSP013-040689
 DISCOUNT

VENDOR	CONTRACT DISCOUNT	WEBSITE
Neutral Posture		www.neutralposture.com
All	50.00%	
Offices To Go		www.officestogousa.com
All	56.00%	
OFS		www.ofs.com
All	54.00%	
Peter Pepper		www.peterpepper.com
All	40.00%	
Pipp		www.pippmobile.com
All	30.00%	
Sauder		www.saudermfg.com
All	46.00%	
SIMO		www.simocorp.com
Casegoods/Seating	43.00%	
Technology		
Sitmatic		www.sitmatic.com
\$0 - \$250,000	62.00%	
\$251,000+	64.00%	
Sit On It		www.sitonit.net
All	53.00%	
SpaceFile		www.spacefile.com
All	35.00%	
Spec		www.specfurniture.com
\$1 - \$5,000	46.00%	
\$5,001+	50.00%	
Special T		www.specialt.net
All	53.00%	
St. Timothy		www.sttimothychair.com
All	47.00%	
Vanerum Stelter		www.vanerumstelter.com
\$0 - \$30,000	43.00%	
\$30,001 - \$100,000	44.00%	
\$100,001+	48.40%	
Via		www.viaseating.com
All	52.00%	
Vitra		www.vitra.com
\$1 - \$10,000	39.00%	
\$10,001+	45.00%	

CUT DOWN AND REFABRIC WORKSTATION PRICING	PRICE
Cut Down 2 Way	\$40.00
Cut Down 3 Way	\$48.00
Cut Down 4 Way	\$56.00
Cut Down Draw Rod	\$24.00
Cut Wall Start	\$24.00
Cut Wall Strip/Finished End	\$12.00
Modify Height on Door Panel (Reviewed on a case by case basis)	Custom Quote Created from Review
Cut Down Tackboard	\$40.00
Cut Down Toolbar	\$37.50 for the first, \$15 for each additional
Labor and Material for a 2" or 3" Grommet – Black or Gray	\$30.00
Labor and Material for an additional 2" or 3" Grommet – Black or Gray	\$26.00
Custom Grommet	Custom Quote Created

PAINTING	PRICE
Paint Tool Bar	\$40.00
Paint Wall Strip or Wall Start	\$24.00
Paint 2 Way Connector, Action Office	\$40.00
Paint 3 Way Connector, Action Office	\$51.20
Paint 4 Way Connector, Action Office	\$60.00
Paint Set of Cantilevers	\$40.00
Paint Metal Finished End	\$24.00
Paint Flipper Door	\$60.00
Paint Lateral File	Custom Quote Created
Paint Pedestal	Custom Quote Created
Paint Shelf Pan	Custom Quote Created



Contract Amendment

State of Arizona
State Procurement Office

100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Contract No.: ADSPO13-040689

PAGE
1 OF 2

Amendment No.: Five (5)

CONTRACTOR:

GOODMANS INC
1400 E Indian School Road
Phoenix, AZ 85014

CONTACT: Stacey Huld
PHONE: (602)263-1110
EMAIL: shuld@goodmans.info

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Missy Mudry
PHONE: (602) 542-9107
EMAIL: Missy.Mudry@azdoa.gov

Furniture, Products and Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3, Contract Extensions, this contract shall be extended for a one year period through February 28, 2016.
2. Remove Special Terms and Condition, Section 25, Administration Fee in its entirety and replace with the following language:

25. ADMINISTRATIVE FEE / USAGE REPORTS

25.1 **Method of Assessment.** At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

25.2 **Submission of Reports and Fees.** Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

25.2.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

18.2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

18.2.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

25.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

25.4 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

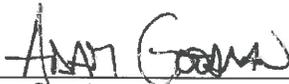
3. Line item added in ProcureAZ for Delivery, as related to the Scope of Work, under Section 3.3.6 Delivery, which is evidenced within ProcureAZ with the additional line item #17.

4. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.



11/13/2014

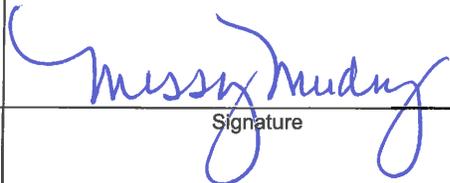
Signature

Date

Adam Goodman

CEO

Printed/Typed Name and Title



12/4/14

Signature

Date

Missy Mudry

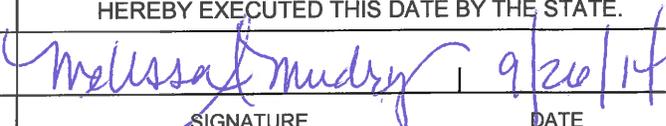
Sr. Procurement Officer

Printed/Typed Name and Title

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007
	CONTRACT NO.: ADSP013-040689 Furniture, Products and Services	PAGE 1	
	AMENDMENT NO.: Four (4)	OF 1	
CONTRACTOR: Goodmans Inc PO Box 13289 Phoenix, AZ 85002 CONTACT: Stacey Huld PHONE: (602) 512-0615 EMAIL: shuld@goodmans.info		STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Missy Mudry PHONE: (602) 542-9107 EMAIL: missy.mudry@azdoa.gov	

Furniture, Products and Services

1. Pursuant to Special Terms and Conditions, Paragraph 24, the above referenced Contract shall no longer include the Chromcraft product line within the following categories: Category 1 – Chairs/Seating; Category 2 – Free Standing Furniture; and Category 6 - Classroom/Special School Furniture and is evidenced in the price list titled 'Furniture Contracted Discount Structure as of September 2014'.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.			
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
			
September 26, 2014		9/26/14	
SIGNATURE	DATE	SIGNATURE	DATE
PRINTED/TYPED NAME AND TITLE		Missy Mudry Senior Procurement Officer	



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSP013-040689
Furniture, Products and Services

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1

AMENDMENT NO.: Three (3)

OF
2

CONTRACTOR:

Goodmans Inc
PO Box 13289
Phoenix, AZ 85002

CONTACT: Stacey Huld

PHONE: (602) 512-0615

EMAIL: shuld@goomans.info

STATE AGENCY:

AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Charlotte Righetti, CPPB

PHONE: (602) 542-9127

EMAIL: charlotte.righetti@azdoa.gov

Furniture, Products and Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3, Contract Extensions, this contract shall be extended through February 28, 2015.
2. Remove Special Terms and Condition, Section 25, Administration Fee in its entirety and replace with the following language:

25. ADMINISTRATIVE FEE/USAGE

- 1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp).
- 2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
- 3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at [http://spo.az.gov/Contractor Resources/Admin Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.
- 5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO13-040689
Furniture, Products and Services

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AMENDMENT NO.: Three (3)

OF
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Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

- 6 The submission schedule for Administrative Fees and Usage reports shall be as follows:
- | | |
|---------------------------------|-----------------|
| FY Q1, July through September | Due October 31 |
| FY Q2, October through December | Due January 31 |
| FY Q3, January through March | Due by April 30 |
| FY Q4, April through June | Due by July 31 |
- 7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

December 18, 2013

SIGNATURE

DATE

PRINTED/TYPED NAME AND TITLE

12/18/13

SIGNATURE

DATE

Charlotte Righetti, CPPB,
Senior Procurement Officer



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO13-040689
Furniture, Products and Services

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1

AMENDMENT NO.: Two (2)

OF
1

CONTRACTOR:

Goodmans Inc
PO Box 13289
Phoenix, AZ 85002

CONTACT: Stacey Huld

PHONE: (602) 512-0615

EMAIL: shuld@goomans.info

STATE AGENCY:

AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Charlotte Righetti, CPPB

PHONE: (602) 542-9127

EMAIL: charlotte.righetti@azdoa.gov

Furniture, Products and Services

1. Pursuant to Special Terms and Conditions, Paragraph 22.2, Price Reduction, the above referenced Contract shall reflect a price reduction on manufacturer line Maxon in five categories, Chairs, Freestanding, Modular, Systems Solutions and Storage/Casegoods. The new discount is 66%, the previous discount was 57%.
2. Pursuant to Special Terms and Conditions, Paragraph 23, Volume Discounts, the above referenced Contract shall reflect a larger volume discount on manufacturer line Maxon in five categories, Chairs, Freestanding, Modular, Systems Solutions and Storage/Casegoods. Please reference revised Volume Discount spreadsheet.
3. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

9/7/13

SIGNATURE

DATE

PRINTED/TYPED NAME AND TITLE

9/9/13

SIGNATURE

DATE

Charlotte Righetti, CPPB,
Senior Procurement Specialist

TYPED NAME AND TITLE



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO13-040689
Furniture, Products and Services

PAGE
1

AMENDMENT NO.: One (1)

OF
1

CONTRACTOR:

Goodmans Inc
PO Box 13289
Phoenix, AZ 85002

CONTACT: Kent Rauser

PHONE: (602) 263-1110

EMAIL: krauser@goomans.info

STATE AGENCY:

AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Charlotte Righetti, CPPB

PHONE: (602) 542-9127

EMAIL: charlotte.righetti@azdoa.gov

Furniture, Products and Services

1. Pursuant to Special Terms and Conditions, Paragraph 24, the above referenced Contract shall now include the following services:

AIM (Asset Inventory Management)
Modular Furniture Refurbishment

Pricing for each service to be uploaded within ProcureAZ, titled 'Additional Services Pricing'.

2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

6-24-13

SIGNATURE

DATE

PRINTED/TYPED NAME AND TITLE

6/24/13

SIGNATURE

DATE

Charlotte Righetti, CPPB,
Senior Procurement Specialist

TYPED NAME AND TITLE



Offer and Acceptance

SOLICITATION NO.: ADSPO13-00002001

PAGE
3

State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

DESCRIPTION: Furniture Products and Services

OF
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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07-028263R

Federal Employer Identification No.:

86 - 020 - 2039

E-mail: agoodman@goodmans.info

Phone: (602) 263-1110

Fax: (602) 263-0624

Goodmans, Inc.

Company Name

1400 E. Indian School Road

Address

Phoenix

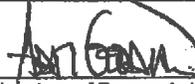
AZ

85014

City

State

Zip


Signature of Person Authorized to Sign Offer

Adam Goodman

Printed Name

President & CEO

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order-2009-09 or A.R.S. §§ 41-1461 through 1466.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSPO13-0401689. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

1st day of February 2013


Procurement Officer



SOLICITATION AS AMENDED

Solicitation No.: ADSPO13-00002001

PAGE
1

Description: Furniture Products and Services

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State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

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Scope of Work

State of Arizona
State Procurement Office
 100 N.15th Ave., Suite 201
 Phoenix, AZ 85007

Solicitation No.: ADSPO13-00002001

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2

Description: Furniture Products and Services

OF
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1. Introduction:

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Background:

The State desires to establish a Contract or Contract Set to supply, install, reconfigure, design and service furniture within the following categories: Chairs/Seating, Free Standing Furniture, Modular Furniture, Systems Furniture Solutions, Storage/Casegoods, Classroom/Special School Furniture and Beds. Service requirements shall also include warranty, repairs and relocations. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals. Based on historical data and anticipated volumes, the estimated spend under the resultant contract is anticipated between \$10 million and \$15 million annually. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

3. Scope of Products and Services:

The Successful Contractor(s) shall provide a broad range of Furniture Products and Services as well as all necessary account and delivery services. The Furniture Products and Services under this contract include the actual manufacturer's product and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, design and configuration of the manufacturer's product. Offerors shall make available a complete family or line of business of a manufacturer's products at a "percent discount off list price."

3.1 Product Requirements;

Furniture offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related parts and accessories:

Category	Description
Chairs/Seating	Task/Work, Executive, Guest/Side, Ergonomic, Folding, Conference Room, Stackable, Training Room, Reception/Lounge, Stools, Couches, Auditorium Seating, Theater Seating (stationary/portable), Other
Free Standing Furniture	Free Standing Desks, Tactics/Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other
Modular Furniture	Demountable Walls, Systems Furniture, Fabric Panels, Organization Accessories, Lighting, Electrical connections and Internal Wiring, Other
Systems Furniture Solutions	Modular Furniture, Chairs, Casegoods, Panels, Tools, Railings, Electrical connections, Other
Storage/Casegoods	Steel Casegoods, Wood Casegoods, File Cabinets, Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other
Classroom/Special School Furniture	Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Furniture, Other
Beds	Mattresses, Frames, Other

3.1.1 The State desires the following product standards:

3.1.1.1 Meet or exceed applicable American National Standards Institute (ANSI) standards,



Scope of Work

Solicitation No.: ADSPO13-00002001

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Description: Furniture Products and Services

OF
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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

- 3.1.1.2 Meet or exceed The Business and Institutional Furniture Manufacturer's Association (BIFMA) standards, and
- 3.1.1.3 Support Leadership in Energy and Environmental Design (LEED) construction when applicable.
- 3.1.2 Items specifically **NOT** included within this solicitation:
 - 3.1.2.1 Rented or leased products;
 - 3.1.2.2 Sheets, blankets or other linen;
 - 3.1.2.3 Paintings, pictures, false plants/trees or other décor not related to functional furniture;
 - 3.1.2.4 Appliances and electronic equipment except for modular furniture connections and internal wiring approved by the State;
 - 3.1.2.5 Lighting except for modular furniture lighting;
 - 3.1.2.6 Flooring including raised flooring;
 - 3.1.2.7 Electrical connection between panel systems and building power supply;
 - 3.1.2.8 Lab furniture; and
 - 3.1.2.9 Window coverings: blinds, drapes, etc.

3.2 Service Requirements;

Below are the applicable services that shall be provided in direct correlation with the categories identified in Scope of Work 3.1 that are being provided by Contractor:

3.2.1 Design:

- 3.2.1.1 The Customer shall have the option to determine whether design service will be performed by the Contractor, or in-house. If necessary design service is performed by agency's in-house staff, the Contractor shall be paid only for installation drawing(s), if applicable. Design fees for installation drawing(s) shall be priced at the same hourly design rate whether a new installation or an existing installation (reconfiguration type project). It is the Contractor's responsibility to verify the field measuring data and make revisions to the preliminary designs provided by the using agency's in-house staff, on which the installation drawing(s) will be based.
- 3.2.1.2 For the purpose of reconfiguration type projects, an hourly rate shall be applied for the payment of design services. The design fee shall include only actual time spent in re-designing of the workstation(s), time spent doing the CAD drawing(s) and any changes (one change in drawings included) made to the drawing(s) by the Customer's authorized personnel. A complete breakdown of the design fee charges shall be included with the invoice submitted to the requesting Customer. Failure to submit a detailed invoice for payment shall authorize the Customer to withhold payment until clarification is made.
- 3.2.1.3 The following procedure shall be followed when completing design services within the scope of work of a resultant contract for any requesting Customer:
 - 3.2.1.3.1 Customer's authorized personnel shall contact the Contractor with the request to design, supply and install the furniture systems;



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- 3.2.1.3.2 Contractor shall respond to the initial call within forty-eight (48) hours with setting up a planning meeting with the requesting Customer and shall provide free consultation regarding the project;
 - 3.2.1.3.3 Based on date provided by the Customer, Contractor shall compile a tentative work schedule for the completion of the job that shall include an estimated budget, delivery time and total process time for the project;
 - 3.2.1.3.4 Requesting Customer shall then revise, make corrections if applicable, and approve the tentative work schedule. Once approved, Customer will issue a valid purchase order so that Contractor can start design work.
- 3.2.2 **Installation Services:** Contractor shall perform all installations as requested by the Customer. **Installation services shall include the following:**
- 3.2.2.1 All receiving, uncrating, inspection, assembly and installation of all furniture and components and the removal of packing and other wastes from the site;
 - 3.2.2.2 Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency;
 - 3.2.2.3 All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the furniture shall be provided by the Contractor at no additional cost to the Customer;
 - 3.2.2.4 The Contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract;
 - 3.2.2.5 The Contractor shall employ a full-time competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period;
 - 3.2.2.6 House Keeping:
 - 3.2.2.6.1 The Contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the Contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the Contractor, after first giving a three (3) working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State,
 - 3.2.2.6.2 Office areas are to be returned to the original state as before the installation took place, and
 - 3.2.2.6.3 The Contractor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed up on by all parties.



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3.2.2.7 The Contractor shall be responsible for assuring that all punch list items be corrected within fourteen (14) days after completion of installation.

3.2.2.8 *Modular Furniture Installations* specifically:

3.2.2.8.1 The Contractor shall be responsible for ensuring all panels and pieces are joined correctly and assembled properly according to design specifications. If the Contractor provided design specifications for a workspace that does not meet actual furniture placement or specifications, the Contractor shall correct such differences to the Customer's satisfaction. Examples of discrepancies include but are not limited to gaps, furniture misalignment, and non-level furniture both vertical and horizontal. The Contractor is responsible for ensuring design dimensions match the installation area dimensions to ensure proper fit.

3.2.3 Disassembly, Relocation, and Reconfiguration Services:

3.2.3.1 Contractor shall include one (1) hourly rate for disassembly, moving, and reconfiguration services in connection with systems and free standing furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.

3.2.3.2 In the case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the Customer.

3.2.4 Repair:

Contractor shall include an hourly rate for repair services on existing furniture no older than ten (10) years. If a component is broken on a piece of existing (purchased from a previous contract) furniture this service will allow a Contractor to repair said component for requesting Customer.

3.3 Minimum Requirements;

Along with a quality product, we are looking for Contractors with demonstrated professional integrity, a longstanding reputation in the furniture industry and specific abilities to supply, install and service furniture to the State. In forming a long-term relationship with the Successful Contractor(s), some of the qualities we expect include:

3.3.1 Experience: Contractor with a minimum of ten (10) years' experience reselling, distributing and or installing office furniture, demonstrating longstanding relationship with manufacturers.

3.3.2 Customer Service: The Contractor(s) shall provide a single, local point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.

3.3.3 Dealer Authorization:

3.3.3.1 Contractors are required to submit Dealer Authorization documentation for each product line included in their offer. The authorization letters shall be addressed to the State of Arizona State Procurement Office, attention Charlotte Righetti, CPPB, Sr. Procurement Specialist referencing Solicitation No. ADSPO13-00002001. The letters shall state that the dealer will allow said Contractor to distribute their product line for an awarded contract.

3.3.3.2 Manufacturer's who elect to submit a direct offer are required to submit a list of authorized dealers, resellers or distributors whom they will utilize throughout the life of a resultant contract. If the Manufacturer does not have authorized dealers, resellers or distributors and will provide all products and services direct, this shall be noted within offer.



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- 3.3.4 Electronic Catalog: The successful Contractor(s) may be required to submit their items list in an electronic format designated by the State.
- 3.3.5 General: All furniture, panels and components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.
- 3.3.6 Delivery:
- 3.3.6.1 Delivery is defined as transportation of the products from the local distribution site to the Customers site. Delivery shall be made by drop shipment or delivery with installation,
- 3.3.6.2 Contractor(s) shall be able to deliver products and services to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona. A timetable for delivery shall be provided by the Contractor at time of quote;
- 3.3.6.3 Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote;
- 3.3.6.4 Emergency or rush delivery requests by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, but only with prior written approval from the Ordering Agency. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.
- 3.3.6.4.1 In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.
- 3.3.7 Warranty: The Contractor must warrant the furniture products and materials (excluding fabric) offered under this contract, as follows:
- 3.3.7.1 Systems Solutions & Modular Furniture – Minimum of seven (7) years;
- 3.3.7.2 Seating – Minimum of seven (7) years;
- 3.3.7.3 Free Standing Furniture – Minimum of seven (7) years;
- 3.3.7.4 Storage and Case Goods – Minimum of seven (7) years;
- 3.3.7.5 Classroom / Special School Furniture – Minimum of seven (7) years;
- 3.3.7.6 Beds – Minimum of seven (7) years.

Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.

Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure



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sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

4. Pricing Requirements:

The Offeror shall bid on equipment and services that would correlate with both new and previously purchased equipment (including but not limited to design, installation, etc.).

4.1 Products;

Offeror shall make available a complete family or line of business of a manufacturer's products at a fixed discount off list price. Discounts shall be offered in whole numbers. Proposed manufacturers shall provide equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. Proposed discounts shall be submitted using Attachment II "**Discount Schedule**".

4.2 Services;

Offeror shall provide services, as described herein, at an hourly rate. Pricing shall be submitted using the ProcureAZ 'Items' tab.

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1. CONTRACT

The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended and the proposal submitted by the Contractor. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

2. TERM OF CONTRACT

The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

3. CONTRACT EXTENSIONS FIVE (5) YEAR MAXIMUM

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. CONTRACT TYPE (AS NEEDED)

The contract shall be on an as needed, if needed basis.

- | | |
|---|--------------------|
| x | Fixed Price |
| | Cost Reimbursement |

5. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. ELIGIBLE AGENCIES (Statewide)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

7. ESTIMATED QUANTITIES (CONSIDERABLE)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

8. LICENSES

The Contractor shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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9. CURRENT PRODUCTS

All equipment, accessories and attachments provided under this contract shall be: new, not remanufactured or refurbished; in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying Customer) environment; and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Components used in the equipment shall be only those specified in the manufacturer equipment manual.

10. OBSOLESCENCE

The Contractor must certify that the items offered, are functionally similar items, which will interface with the system, and will remain available for a minimum period of five (5) years.

11. QUALITY ASSURANCE GUARANTEES / DEFECTIVE PRODUCTS

The Contractor is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the warranty provided in a resultant contract. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the Contractor. The Contractor is to agree to repair and/or immediately replace, without charge, to the Customer any product or part thereof which proves to be defective or fails within the warranty period as specified. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall also be paid by the Contractor.

The State has thirty (30) days to notify Contractor, in writing, of a defective product. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the Customer.

12. WARRANTY

Contractor shall warrant the furniture products and materials (excluding fabric) offered under this contract for no less than seven (7) years, as stated in the Scope of Work, after delivery and acceptance of the equipment by the using agency, and provide no-cost protection to the State for corrections or replacement as needed for defects in manufacturing, assembly, and parts. If the Contractor is required to correct or replace, it shall be at no cost to the State and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs incurred or obtain an equitable adjustment in the contract price. The State shall be furnished, an invoice for all work performed under warranty indicating type of work performed and parts replaced. The Contractor agrees that the materials and equipment furnished under this contract shall be covered by the most favorable commercial warranties, the Contractor gives any Customer, for such supplies or services; and that the rights and remedies provided therein are in addition to and do not limit those available to the State by any other term of this Contract.

13. ORDERING PROCESS

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Any commodities to be furnished under this contract shall be ordered by issuance of purchase orders by the Agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contact number.

14. DELIVERY

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Delivery costs shall be charged as a separate line item and not included in unit cost of goods. Delivery costs shall be the actual delivery costs at the lowest and best rate and based upon the actual weight of the goods to be delivered. The State reserves the right to utilize other delivery carriers. Unless otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

15. ACCEPTANCE

Determination of the acceptability of services and or product shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance for services or product will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%), which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

16. RETURNS

Any materials delivered in poor condition, in excess of the amount authorized by the Purchase Order, or not included on the Purchase Order may, at the discretion of the contract user, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Return Authorizations must be credited immediately once the Contractor receives the returned goods. The Contractor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the Contractor and can only be returned at the discretion of the Contractor.

17. AUTHORIZATION FOR PRODUCTS AND SERVICES

Authorization for purchase of products and services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

18. CANCELLATION OF ORDER

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the Contractor.

19. BILLING

All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and shall include, at a minimum, both the contract number and contract release/purchase order number, delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.

20. ADDITIONAL CHARGES

Any charges not delineated in this contract, including but not limited to restocking fees and charging for a quote, may not be added to materials purchased under this contract without written consent of the State of Arizona Procurement Office and Customer agency.

21. PAYMENT PROCEDURES

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The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

22. PRICE

22.1 INCREASE

The State may review a fully documented request for a price increase only at the time of contract extension. All written requests for price adjustments made by the Contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date. All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

The manufacturers published price lists are subject to change at any time; however; price escalations are only permitted at the end of each contract term period effective annually at the time of renewal, and only where verified to the satisfaction of the State. Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The percentage discount shall remain the same throughout the term of the contract, to include all renewals, and shall apply to any new product, which may be introduced and added to the manufacturer's product line. Purchasing agencies shall apply the firm fixed discount to the manufacturer's approved published price list in effect that has been incorporated as part of the Contract by the Purchasing Officer, at the time the order is placed.

22.2 REDUCTION

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The Contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other Customers. The State at its own discretion may accept a price reduction. Reductions are not allowable for 'spot purchases', they are effective until further notification or request for increase is granted by the State. Any price reductions shall only be accepted via a bilateral contract amendment.

23. VOLUME DISCOUNTS

The Contractor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

24. PRODUCT DISCONTINUANCE / REPLACEMENT PRODUCTS

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. This will be approved via a

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bilateral contract amendment. The Contractor shall request permission to substitute a new product, model or product line and provide the following:

- 24.1 A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- 24.2 Documentation from the manufacturer that names the replacement product, model or product line.
- 24.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
- 24.4 Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- 24.5 Final approval of replacement products shall be in the form of a bilateral contract amendment.

25. ADMINISTRATIVE FEE

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the Customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some Customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

26. VOLUME SALES REPORT

The Contractor shall furnish the State an annual report delineating the acquisition activity under the contract. The format of the report shall be approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, by individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually to the Contracting Officer, Charlotte Righetti, CPPB, no later than July 31st.

27. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

1. DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

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2. PROMOTING PRISON CONTRABAND – A.R.S. § 13–2505

- A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- Promoting prison contraband is a Class 5 felony.

28. SECURITY

Contractor’s current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under this contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

29. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman’s Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor’s business.

30. INFORMATION DISCLOSURE

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

31. CONTRACTOR PERFORMANCE REPORTS

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor’s suggested corrective action plan with the Procurement Specialist for approval of the plan.

32. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will

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comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

35. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

36. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**



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Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



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b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **Charlotte Righetti, CPPB at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the



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contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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UNIFORM TERMS AND CONDITIONS

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *“Contractor”* means any person who has a Contract with the State.
- 1.5 *“Days”* means calendar days unless otherwise specified.
- 1.6 *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *“Services”* means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement



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Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.



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- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability



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- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific



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reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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8 State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



Uniform Terms and Conditions

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- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007.



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APPENDIX A – ADOA BUILDING LOCATIONS AND RULES

Listed below please find buildings owned and managed by Arizona Department of Administration (ADOA). Any work done in these buildings **MUST** be requested and approved through the Building and Planning Services Section or the Constructions Services Section of the General Services Division. **This requirement is in accordance with A.R.S. § 41-791.**

Should Contractors provide any work under this contract without having first received approval through ADOA Building and Planning Services Section or Constructions Services Section, the contract may be terminated immediately.

Building Address	City	Responsible Entity	Phone Contact
100 N 15th Ave	Phoenix	Lincoln Properties	602-254-5790
100 N 15th Ave	Phoenix	Lincoln Properties	602-254-5790
1010 W Washington St	Phoenix	Lincoln Properties	602-254-5790
1100 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1101 W Washington St	Phoenix	Legislative Council	602-926-4236
1110 W Washington St	Phoenix	Lincoln Properties	602-254-5790
1200 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1275 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1300 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
14 N 18th Ave	Phoenix	ADOA - General Services Division	602-542-1968
1400 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
15 S 15th Ave	Phoenix	ADOA - General Services Division	602-542-1968
15 S 15th Ave	Phoenix	ADOA - General Services Division	602-542-1968
150 N 18th Ave	Phoenix	CBRE	602 258 1714
1501 W Washington St	Phoenix	Supreme Court	602-452-3330
1502 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
151 N 18th Ave	Phoenix	CBRE	602 258 1714
1510 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1520 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1522 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1535 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1535 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1537 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1600 W Monroe St	Phoenix	ADOA - General Services Division	602-542-1968
1600 W Monroe St	Phoenix	ADOA - General Services Division	602-542-1968
1601 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1616 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1624 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1645 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1688 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968



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1700 W Washington (Capitol Archive 1919 Addition)	Phoenix	Legislative Council	602-926-4236
1700 W Washington (Capitol Justice 1938 Addition)	Phoenix	Legislative Council	602-926-4236
1700 W Washington St (Executive Tower)	Phoenix	ADOA - General Services Division	602-542-1968
1700 W Washington St (Executive Tower)	Phoenix	ADOA - General Services Division	602-542-1968
1700 W Washington St (House)	Phoenix	House of Representatives	602-926-5582
1700 W Washington St (Museum)	Phoenix	Legislative Council	602-926-4236
1700 W Washington St (Senate)	Phoenix	State Senate	602-926-5969
1716 W Adams St	Phoenix	JLBC Staff	602-926-5491
1740 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1789 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1789 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1801 W Madison St	Phoenix	ADOA - General Services Division	602-542-1968
1802 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1805 W Madison St	Phoenix	ADOA - General Services Division	602-542-1968
1818 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1831 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1840 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1850 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1901 W Madison	Phoenix	ADOA - General Services Division	602-542-1968
1919 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St Wayland D	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St Wayland E	Phoenix	ADOA - General Services Division	602-542-1968
2422 W Holly St	Phoenix	ADOA - General Services Division	602-542-1968
250 N 17th Ave	Phoenix	ADOA - General Services Division	602-542-1968
2910 N 44th St	Phoenix	ADOA - General Services Division	602-542-1968
2910 N 44th St	Phoenix	ADOA - General Services Division	602-542-1968
400 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
400 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
402 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
416 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
417 W Roosevelt St	Phoenix	ADOA - General Services Division	602-542-1968
519 E Beale St	Kingman	ADOA - General Services Division	602-542-1968
701 E Jefferson	Phoenix	AHCCCS	602-417-4762
801 E Jefferson	Phoenix	AHCCCS	602-417-4762
9535 E Doubletree Ranch Rd	Scottsdale	ADOA - General Services Division	602-542-1968
9545 E Doubletree Ranch Rd	Scottsdale	ADOA - General Services Division	602-542-1968

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
GOODMANS, INC.
D/B/A GOODMANS INTERIOR STRUCTURES

[Materials Order(s)]

See following pages (to be attached subsequent to execution).