

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CONTINENTAL FLOORING COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of May 18, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Continental Flooring Company, an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSPO13-040451, dated February 1, 2013, as amended by Amendment No. 1, dated November 12 2013, Amendment No. 2, dated March 25, 2014, Change Order No. 5, dated August 25, 2014, Change Order No. 6, dated November 4, 2014, Change Order No. 8, dated November 6, 2015, and Change Order No. 19, dated January 31, 2017 (collectively, the “State Contract”), for the Contractor to provide commercial flooring 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 Contractor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor 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 Contractor may provide the Town with commercial flooring products and services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

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 Contractor 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 January 30, 2018, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services 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 Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a “Work Order”). Each Work Order approved and accepted by the parties pursuant to this Agreement 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. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services 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 Contractor’s risk. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$170,000.00 for the Materials and Services at the unit rates set forth in the State Contract.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, 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 work completed 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. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to

audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

9. 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.

10. 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 Contractor 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. Contractor 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.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, 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 work 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 Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. 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.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 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 Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. 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 Contractor: Continental Flooring Company
9319 North 94th Way, Suite 1000
Scottsdale, Arizona 85258
Attn: Laura Kuligowska

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.

[SIGNATURES ON FOLLOWING PAGES]

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

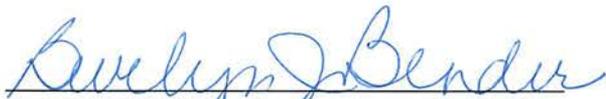
“Town”

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 17th, 2017, 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.





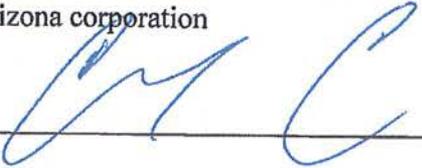
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

CONTINENTAL FLOORING COMPANY,
an Arizona corporation

By: 

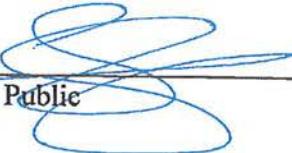
Name: Christopher L. Coleman

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Christopher L. Coleman, 2017, before me personally appeared Christopher L. Coleman, the President of CONTINENTAL FLOORING COMPANY, an Arizona corporation, 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.


Notary Public

(Affix notary seal here)



EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CONTINENTAL FLOORING COMPANY

[State Contract]

See following pages.



Contract Change Order Summary/Amendment

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Contract No.: ADSP013-040451

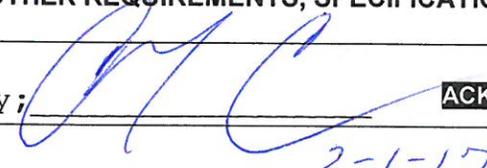
Change Order No.: 19

Date: January 31, 2017

Commercial Flooring Products and Services

1. In accordance with the Special Terms and Conditions, Paragraphs 2 and 3, Contract Term / Extension, the Contract's term is hereby extended for one (1) year from January 31st, 2017 to January 30th, 2018. The extension of this contract includes price changes per the document "Continental Flooring Proposed contract price Changes- Revision 2 (002)"

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

By: 

ACKNOWLEDGEMENT

Christopher L Coleman
President

2-1-17

THIS CHANGE ORDER WAS PROCESSED AS A BILATERAL CHANGE ORDER. ALL CONTRACT SPECIFICATIONS, TERMS AND CONDITIONS, AND REQUIREMENTS REMAIN UNCHANGED. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES.



Contract Change Order Summary

Contract No.: ADSPO13-040451

Change Order No.: 08

Date: November 6, 2015

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 6, Contract Renewal, the contract is hereby extended through January 31, 2017.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



Contract Change Order Summary

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Contract No.: ADSPO13-040451

Change Order No.: 06

Date: November 4, 2014

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 6, Contract Renewal, the contract is hereby extended through January 31, 2016.
- B. Special Terms and Conditions Section 3, Eligible Agencies, is hereby modified and shall read as follows;

3. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

- C. In accordance with Special Terms and Conditions Paragraph 23, Product Discontinuance, and Paragraph 21, Price Increase Contract Pricing shall be updated and the adjusted pricing shall be effective as of December 12, 2014. All price adjustments shall be reflected in the line items in ProcureAZ, the pricing document entitled Attachment II Pricing Schedule – Continental Flooring and Attachment III Materials Only Pricing Schedule – Continental Flooring.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



Contract Change Order Summary

Contract No.: ADSPO13-040451

Change Order No.: 06

Date: November 4, 2014

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007



[Home](#)

Tarkett to Increase Johnsonite Product Prices

December 17, 2013

Tarkett has announced a price increase across the Johnsonite commercial product portfolio.

The system of solutions includes VCT, vinyl sheet and tile, linoleum, rubber sheet and tile, LVT, stairwell management, and accessories. The price increase will be approximate 3%-5% and will vary depending on product category.

“Inflationary pressures in raw materials and energy combined with rising healthcare costs are beginning to outpace our productivity initiatives,” stated Jeff Fenwick, president and COO of Tarkett North America. “We have successfully negated supply chain cost increases over the last 24 months due to our disciplined approach to continuous improvement. Even though we are adjusting our pricing at this time, our focus and commitment to productivity improvements is part of our organizational culture and a key part of our overall value proposition.”

The increases will take effect March 15, 2014.



Contract Change Order Summary

Contract No.: ADSPO13-040451

Change Order No.: 05

Date: August 25, 2014

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

1. In accordance with Special Terms and Conditions Paragraph 22, Sales Promotions, the above mentioned contract is hereby amended as follows:

1. The Contractor is approved to conduct a sales promotion for all products and installation labor effective September 1, 2014 through October 15, 2014.
2. The document entitled "Continental Flooring Sales Promotion 09.01.14 through 10.15.14" reflects the Promotional Discounts being offered during the above mentioned time period and shall be attached to the contract in ProcureAZ.
3. The Contractor shall provide conspicuous notice of the promotion upon approval of this change order.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



Contract Amendment

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Contract No.: ADSPO13-040451

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1 OF 1

Amendment No.: 2

CONTRACTOR:

Continental Flooring Company
9319 N 94th Way, Suite 1000
Scottsdale, AZ 85258

CONTACT: Laura Kugligowska
PHONE: (480)949-8509
EMAIL: laurak@continentalflooring.com

STATE AGENCY:

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

CONTACT: Jennifer D. Wenger
PHONE: 602-542-8964
EMAIL: jennifer.wenger@azdoa.gov

Commercial Flooring Products and Services

In accordance with Uniform Terms and Conditions, Paragraph 5.1. Amendments, the aforementioned contract is hereby amended as follows:

Attachment III Material Only Pricing Schedule and Line Item 201 have been added to allow for material only purchases.

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.

3/21/2014
Date

Signature

Christopher L. Coleman
President, Continental Flooring Company

3/25/14
Date

Signature

Jennifer D. Wenger
Senior Procurement Officer



Contract Amendment

Contract No.: ADSP013-040451

PAGE
1 OF 1

Amendment No.: 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

Continental Flooring Company
9319 North 94th Way, Suite 1000
Scottsdale, AZ 85258

CONTACT: Laura Kugligowska

PHONE: 480-839-2324

EMAIL: laurak@continentalflooring.com

STATE AGENCY:

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

CONTACT: Cindy Tucker

PHONE: 602-364-1347

EMAIL: cindy.tucker@azdoa.gov

Commercial Flooring Products and Services - Statewide

1. In accordance with Special Terms and Conditions, Paragraph 8, Term of Contract, on Page 16 of 54, the aforementioned contract is hereby amended as follows:
 - 1.1 The above referenced contract shall be extended from February 1, 2014 to January 31, 2015
 - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Paragraph 28.2, Insurance Requirements, Page 23 of 54 shall be submitted for the second Term of the contract through January 31, 2015.
 - 1.3 All other terms and conditions remain the same.

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.

11/26/13
Date

Signature

Cynthia L. Tucker

11/12/2013

Signature

Date

Christopher L. Coleman

President

Printed/Typed Name and Title

Cynthia L. Tucker

Cynthia L Tucker, Sr. Procurement Officer

Printed/Typed Name and Title



Request for Proposal

Solicitation No.: ADSPO13-00002054

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Description: Commercial Flooring Products and Services

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

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



Request for Proposal

Solicitation No.: ADSPO13-00002054

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Description: Commercial Flooring 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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Pricing to be added on line items in ProcureAZ per Brand name or enter alternate product name

	Offer and Acceptance		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002054	PAGE 3	
	Description: Commercial Flooring Products and Services	OF 48	

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.:

07218995J

Federal Employer Identification No.:

86-0369902

Continental Flooring Company

Company Name

9319 N. 94th Way, Suite 1000

Address

Scottsdale, Arizona 85258

City

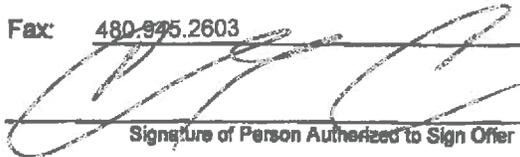
State

Zip

E-mail: laurak@continentalflooring.com

Phone: 480.949.8509

Fax: 480.945.2603



Signature of Person Authorized to Sign Offer

Christopher L. Coleman

Printed Name

President

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. §§ 41-1481 through 1485.
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/ 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.

ADSP013-040451. 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, contact release document or written notices to proceed.

State of Arizona
Awarded this

9th day of February 20 13



Procurement Officer



Scope of Work

Solicitation No.: RFP ADSPO12-00002054

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Description: Commercial Flooring Products and Services

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

1. PURPOSE/BACKGROUND

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Floor Covering including all labor, equipment and materials necessary to install carpet and flooring materials in designated areas in accordance with conditions and specifications included in this solicitation. The contract shall be available for use by all State Agencies, Boards and Commissions as well as participating Cooperative Members, collectively hereinafter referred to as Eligible Agencies. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website.

The purpose of this Solicitation is to award a contract(s) to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to this state. The contracts shall be for supervision, labor, equipment, materials, tools and transportation necessary to install, repair or replace various flooring systems at Statewide locations for Eligible Agencies.

2. SCOPE OF SERVICES AND PRODUCTS

2.1 The contractor shall be responsible for replacement of, but not limited to, carpets, floor tile, VCT/LVT, sheet vinyl, stone tile, hardwood, laminated flooring, linoleum, rubber stair treads and/or other materials as required.

2.2 The contractor shall be available to schedule a time to inspect and measure the property to prepare a reasonable estimate for time and materials at Statewide locations. See installation notes Section M.

2.3 Pricing shall be based on contractors established contract price and the quotes shall be all inclusive of all materials, labor, installation, transportation and configuration to accomplish the job(s).

3. PRODUCT REQUIREMENTS

Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. This is not intended to restrict product offerings.

Following is a list of Materials and Supplies currently used by various Eligible Agencies. This list is illustrative and not intended to be all inclusive:

- Broadloom Carpets
- Berber Carpets
- Cut Pile
- Recycled Content Carpet
- Woven Carpet
- Saxony/Sisal/Plush Carpets
- Carpet Tile
- Hardwood Flooring
- Resilient (hard surface) tile
- VCT/LVT
- Solid vinyl sheets
- Stone tiles
- Laminated Flooring
- Rubber Floor Flooring
- Linoleum Floor Covering
- Rubber/Vinyl/resilient Wall Base, Stair Treads, and Risers



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- Cove Base/Corners, carpet strips

4. SCHEDULING REQUIREMENTS

The Contractor shall be responsible for scheduling the agreed upon work as requested by the Eligible Agency. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes. The Contractor shall be prepared with well maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements. Likewise, the contractor shall be responsible for keeping a neat, orderly and clean area where equipment and materials are in use. Clean-up during and after the scheduled work shall be the responsibility of the Contractor including removal of waste and unused products.

5. STAFFING REQUIREMENTS

- 5.1 The Contractor shall provide adequate supervision over the work being performed and will be accountable for the conduct and performance of its employees and others involved in the execution of the scheduled work. Staff and/or sub-contractors shall be adequately trained and qualified for the type of work to be performed to insure completion of the work in an orderly and timely manner.
- 5.2 Contractor activities shall include the ability to resolve customer disputes, manage multiple accounts, expending services and excellent customer service.
- 5.3 Contractor personnel shall carry identification and shall be insured in accordance with the contract and agency requirements. The Contractor shall be responsible for employees at the work site for the duration of the project.

6. ENVIRONMENTAL AND RECYCLING REQUIREMENTS

- 6.1 As part of the Arizona Recycling Program, the State puts an emphasis on the post consumer content of the recycled products that are part of solicitations for Statewide Contracts. The EPA definition of post consumer material shall be used in the designating products for this purpose. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products Certification Program. The carpet distributor and manufacturer must have a carpet recycling program.
- 6.2 Submit written certification of environmental compliance describing aspects of recycling programs for carpet uplifted for replacement and for carpet to be installed, including compliance by the carpet manufacturer and carpet trade contractor. An applicable representative from the carpet manufacturer/flooring subcontractor shall meet with the contractor in the presence of a representative of the agency to review the recommended procedures, prior to occupancy of the finished spaces and detail what products are eligible for 'buy back', how coordination of pick up will occur, etc.
- 6.3 When the installation is complete, the manufacturer shall deliver a certificate of recycling, which describes the method by which the uplifted carpet was recycled; and (2) a warranty of recycling, which specifies the method by which the new carpet tile will be recycled at the end of its useful life.
- 6.4 No carpet shipments are permitted until the fiber certifications and recycling plans are approved by the agency.
- 6.5 Indoor Air Quality Test Reports results shall not exceed the stated emission criteria of the CRI Indoor Air Quality Carpet Testing Green Label Plus.
- 6.6 In accordance with an executive order titled Air Pollution Emergency Proclamation, the State requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.



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6.7 Manufacturers shall provide flooring systems using post-industrial and post-consumer waste, recycled substances and renewable resources consistent with environmental stewardship. It is the expectation that the manufacturers be able to offer everything across their product lines in formulations that perform well without proving harmful to the environment for the life of the products. Refer to the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Program. The program provides an objective way to access the performance of a category of products such as durability, slip resistance and antimicrobial protection of rubber tile, like PVC free products.

7. MAINTENANCE PROGRAM

- 7.1 Maintenance requirements shall be provided to the Eligible Agencies to ensure the durability and longevity of flooring systems from initial purchase through the end-of-life. This shall include specifications and instructions for the Eligible Agency as well as written documentation and/or schedules for maintenance to ensure the integrity of the flooring for reasonable use as specified by the manufacturer.
- 7.2 Examples include but are not limited to noting in detail the features and benefits of topical or applied stain resistant additives. In addition provide proof of additives life. i.e., permanent, walk off, wicked when cleaning, etc. i.e. Duracolor, Everset, Protekt, Stain RESIST as illustrative type products.

8. CARPET CONSTRUCTION

- 8.1 Calcium Chloride Moisture tests and Relative Humidity 95, where applicable, are required before ordering/installation begins. All manufacturers' suggested installation methods are to be precisely followed. All warranties are to be kept in force. It is the responsibility of the contractor to perform these moisture tests according to the manufacturer's instruction and in a timely manner so the product can be installed efficiently and under warranty.
- 8.2 Pile height shall not exceed as follows;
CARPET TILE
Type 6, 6.160
Type 6. .130
BROADLOOM
Type 6, 6.160
Type 6 .130
- 8.3 Lifetime edge ravel, zippering and delamination are required on all products. Backing shall not delaminate under any circumstance for the useful life of the carpet.
- 8.4 Preferred Nylon is Type 6,6 Invista (Antron) Hollow Core Filament or Solutia Ultron VIP (SD or YD); XTI, DSDNand Self-extruded Nylon Type 6 meeting the standards as outlined in the specifications section for each fiber type and style will be considered. Nylon should be solution or yarn dyed with a preference for solution dyed.
- 8.5 Fiber Verification:
Carpet shall be certificated from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the % recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used, the manufacturer shall include, as part of the fiber certification, the precise method that will be used to recapture the nylon at the end of the useful life of the carpet. State whether it



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will be returned to nylon carpet yarn production, down-cycled to an end use other than carpet yarn, used for waste-to-energy conservation, or disposed of in a specified manner.

8.6 Minimum Density as follows:

CARPET TILE

Type 6 6000

Type 6, 6 5000

BROADLOOM

Type 6 6500

Type 6, 6 5500

Minimum gauge is to be 1/10 for Type 6.

Minimum gauge is to be 1/8 for Type 6, 6

Minimum Weight for Broadloom 20 oz (no maximum)

Minimum Weight for Carpet Tile 20 oz (no maximum)

9. PATTERN/DESIGN

9.1 Product must be available in a wide range of multi-colored patterns with a preference for darker colors and organic patterns. Colors and patterns shall be consistent with existing material color scheme and locational considerations.

9.2 High-quality color samples shall be signed by a designated representative of the end user, certifying that samples are the approved color, pattern, and texture. Samples submitted to eligible agencies are assumed to be the manufacturer's best obtainable match to the desired carpet.

10. REPAIR

10.1 Roll goods or squares shall have the capability of cookie cutting stained areas and easy lift, removal and replacement of stained cut-outs with virtually invisible seams. It is preferable for the carpet to have a permanent or "highest resistance" to staining and fading. Billing for patch and repairs are based on time and materials as required.

10.2 Carpet repairs shall be done by a fully equipped and fully trained installer within 72 hours from receipt of repair work order. All repairs are to be coordinated with the eligible agency.

11. WARRANTY

All carpet shall include the following warranties:

11.1 Surface Wear: Not more than 10 percent by weight throughout life of product.

11.2 Static: Maintain static generation at less than 3.5 KV at 70 degrees F., and 20 percent R.H. throughout life of the product.

11.3 No delamination throughout life of product.

11.4 No edge ravels throughout life of product.

11.5 Provide tuft bind consistent with industry standard.

11.6 No dimensional instability (i.e. shrinkage, curling and doming), which adversely affects ability of carpet tile to lie flat throughout the life of the product.

11.7 Environmental Warranty for Recycling: Used carpet tile will be recycled at end of its useful life.



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11.8 Lifetime Commercial Limited Warranty: Warranty that owner will be completely satisfied with performance of carpet installed in accordance with manufacturer's installation instructions and when maintained in accordance with current carpet care recommendations, and when such maintenance continues throughout duration of warranty period when owned and operated by original Owner. [Also warrant that Owner will be satisfied with recycling of carpet at end of its useful life as outlined in manufacturer's environmental warranty.]

11.9 Warranty must be at least a ten year published commercial warranty against crushing, mating, walking out, zippering, delamination, edge loss/ravel and wear of no more than 10% of the surface pile weight and should be full replacement without a pro-rated clause.

11.10 Warranty for labor must be 2 years, to respond to any failure regarding installation or performance issues.

11.11 All flooring installation must be in accordance with the manufacturer instructions using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor must carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of products.

12. CARPET PERFORMANCE

12.1 Pile Fuzzing and Piling: Dupont TRL Method 609 "Piling Resistance of Carpets-Tumble Method." Minimum acceptable piling rating 4.2 on a scale of 1 to 5.

ASTM D418, Methods of Testing Pile Yarn Floor Covering Construction.

Tuft Bind: ASTM Method D 1335, "Tuft Bind of Pile Floor Coverings"

12.2 Perform 8 pulls at random across the width of the test carpet. Minimum tuft lock shall be 10 pounds or better for average of 8 pulls. The carpet should achieve this rating in wet and dry conditions or have a minimum of a 10 year warranty against edge ravel and zippering.

12.3 Peel Strength of Secondary Backing: Federal Test Method Standard 191. Textile method 5960. Minimum acceptable average pull strength is 8.3 pounds per square inch. ASTM E 3936

12.4 Crock fastness: AATCC Test Method 1981: Minimum stain ratings, International Gray Scale should be Wet-Dry-4

- AATCC 16-[98], Test Method for Colorfastness to Light
- AATCC 23-[99], Test Method for Colorfastness to Burnt Gas
- AATCC 165-[93], Test Method for Colorfastness to Crocking: Carpets AATCC Crockmeter Method.

12.5 Wetfastness: Run with both hard water and alkaline detergent (pH 9.5 test for 2 cycles). International Gray Scale rating for stain or color should be no less than 3 for 2 cycles. AATCC 107-[97], Test Method for Colorfastness to Water.

12.6 Static Resistance: Note: Some mainframe computer facilities may require lower kV ratings.

- AATCC 134-[96], Test Method for Electrostatic Propensity of Carpets.
- AATCC 13-1979 (Neolite) Electrostatic build-up in carpets. Static discharge is not to exceed 3.0 kV. (Note: Some mainframe computer facilities may require lower kV rating).



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12.7 Flammability: ASTM 648-22 watts/cm critical radiant flux and/or federal, state, or local requirements if applicable.

- ASTM E648 Test Method Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- ASTM E662 Test Method for Specific Optical Density of Smoke generated by Solid Materials.

12.7 Atmospheric Fading: AATCC Test Method 129. Ozone/AATCC

- Test method 12-1975-Burnt Gas. Minimum shade rating after two cycles in each test should be no less than internal Gray Scale Rating of 4.
- AATCC109-[97], Test Method for Colorfastness to Ozone in the Atmosphere under Low Humidity.

12.8 Stain Resistance: Red dye 40 should be released by water only after exposure to 150,000+ cycles in a tetrapod walker and after sample is allowed to soak in 10:1 solution of water and ammonia. Topical stain treatments are not preferred but may be acceptable.

12.9 Appearance Retention Rating: ASTM 5252 Hexapod Test 12,000 cycles; used in tandem with CRI Grading Scale as follows:

- 3.5 And Higher – Severe Wear Rating
- 3.1-3.4 – Heavy Wear Rating
- 2.5 – 2.9 Moderate Wear Rating
- Severe Wear Rating required of all product submittals.

13. INSTALLATION REQUIREMENTS

13.1 All Contractors working at the Eligible Agencies are required to sign in with the designated representative. Upon completion of the days work, vendors are required to sign out with designated representative. A maximum of 48 hours turnaround service for all requests for quote measurements (faxed/emailed to Buyer) is required. All measurements will be from a physical site. Contact the agency for specific date, time and location directions.

13.2 Once the measurement document is received, the contractor shall schedule an on-site measurement meeting with the requesting agency. The eligible agency contact is the contractor's first line of contact for scope of the project, timelines and scheduling, coordination of resources and any scheduling changes or issues. Good communication is imperative. The contractor shall provide the eligible agency with a color coded measurement sheet for each job. It is the responsibility of the contractor to make sure all chargeable items are listed on the sheet. No cost increase will be accepted at a later date due to contractor error.

13.3 The contractor shall provide documentation for the proposed lay-outs for installation approval of carpet drops and seaming diagrams as follows:

13.3.1 For carpeted areas, submit shop drawings showing installation of carpeting, seam diagram, pattern direction, necessary installation accessories; show the location of different patterns or styles of carpet. If mixed fiber types are used on the areas shown, the fiber type must be clearly identified to facilitate future recycling. The contractor will supply reproducible prints upon request to facilitate shop drawing preparation and show locations of any threshold conditions.



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- 13.3.2 A coordinator shall be assigned to the project and be able to visit the site as required by the eligible agency. The coordinator shall be available by phone during working hours and after hours if deemed necessary. The contractor shall submit a time frame for completion of each project to the eligible agency for approval and notify the eligible agency of any changes to the time frame.
- 13.4 All flooring installation shall be in accordance with the manufacturer instructions, using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor shall carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of product. Any and all carpet tile projects must be installed so that the tiles are easily removed/replaced. The least amount of releasable adhesive should be used, while still enforcing the warranty. If conditions exist that full spread wet installed adhesive be used, it is the responsibility of the flooring contractor to advise the representative of the Agency BEFORE installation begins. It is the responsibility of the flooring contractor to educate craftsmen and plan accordingly for provisions of dry installations.
- 13.5 All scraps will be removed upon the completion of each project. The carpet is to be vacuumed thoroughly. Refer also to the Recycling/Environment Section.
- 13.6 Carpet in excess of one square yard and overages, (left over from installation), stock, etc. must be tagged with building, room number amount of yardage and fiber type. Contractor is to take the carpet to a location designated by the eligible agency. Pre-ordered stock must be delivered to the agency before project installation.
- 13.7 Contractor should perform a walk-through with the department contact upon project completion to correct any punch items.
- 13.8 The contractor should be on call after hours and be available for carpet installation evenings, early mornings and weekends, as required. Contractor must be able to meet tight schedules and handle emergency installations. The lead installer should be available by cell phone.
- 13.9 Carpet repairs must be done by a fully equipped installer within 72 hours from receipt of work order for repair. All repairs are to be coordinated with the agency contact.
- 13.10 Contractor shall be responsible for any damage as a result of carpet installation. This includes items such as furniture, fixtures, pipelines, plumbing, electrical, elevators, telephones, glue spillage, broken glass, wall/drywall, paint, personal property and any other damage or stolen property of The State of Arizona. Any damages should be reported daily to the eligible agency.
- 13.11 Contractor shall furnish all labor, materials, tools, equipment, transportation and any storage facility necessary to properly and satisfactorily install carpeting/floor covering per the Agency requirements. The State assumes no liability for any lost or stolen goods.
- 13.12 Installation non-performance and/or poor performance could result in termination of this contract.
- 13.13 Contractor is responsible for the proper disposal of all old carpeting and flooring materials. Contractor should properly store, secure and dispose of any flammable or hazardous materials used on the job. See recycling section.
- 13.14 In most cases, our preference is for "provide and install" services from the contractor. When circumstances necessitate a split in these services it is incumbent upon whoever provides the floor covering material to also supply the specified adhesives and/or products necessary to maintain the integrity of the installation and the warranty.



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1. DEFINITIONS

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.



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“Master Blanket Purchase Order” means the contract, indicating that the contract will be in effect over a stated period of time.

“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.

“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

“Short Description” means the contract’ title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means contractor.



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2 CONTRACT

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. 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 proposal. 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.
- 2.2 The State's primary contact for this solicitation and resultant contracts shall be listed in the contract header information found in the State's eProcurement System, ProcureAZ.
- 2.3. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3 ELIGIBLE AGENCIES

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.

4 CONTRACT TYPE

The contract shall be Firm Fixed Pricing.

5 TERM OF THE 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.

6 CONTRACT RENEWAL

The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State reserves the right, upon mutual agreement between the State and the Contractor, to renew the contract for one-year periods or a portion thereof with a maximum aggregate contract term of 5 years.

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 ADMINISTRATIVE FEE



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8.1 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.

8.2 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.

8.3 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

9 VOLUME SALES REPORT

The contractor shall furnish the State an annual report delineating the spend activity under the contract. This report shall be submitted electronically and in a format approved in advance in writing by the State. The Contractor shall not alter or modify the format of the reports unless approved by the State. The volume sales report shall be submitted annually 30 days before the end of the contract term and at a minimum, it shall disclose the following:

- Eligible Agency Name
- Contract Number
- Contractor Name
- Purchase Order Number
- Designation of P-Card used as payment method (Yes or No)
- Order Date
- Invoice Date
- Invoice Number
- Product Description, Labor or Services
- Product Category (e.g. "carpet", "vinyl flooring")
- Contract Price (per yard, foot, etc)
- Quantity Ordered
- Extended Total Price

10 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 either the agency (within an agencies



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delegated authority) or 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.

11 LICENSES

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

12 DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the eligible Agency.

13 ORDERING

Any commodities or services to be furnished under this contract shall be ordered by issuance of purchase orders by the eligible 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

- 14.1 All products shall be shipped and packaged in accordance with standard, commercially acceptable methods and shipped in a manner which will enable the receiving person(s) to easily inspect the shipment against the packing slip. All orders shall be delivered to the Agency within four (4) to six (6) weeks after receipt of order (ARO) unless otherwise negotiated. Upon request, the Contractor shall provide written confirmation of negotiated alternate delivery date. Also upon request, Contractor shall provide written, dated confirmation that materials have been ordered from the manufacturer. The ordering Agency shall not be required to accept late deliveries and will make the final determination of whether or not to accept late deliveries. Failure to deliver by the date and time agreed upon may be grounds for cancellation of the order.
- 14.2 The Contractor shall have the ability to offer expedited or "rush" delivery and installation upon request of the Authorized User. Expedited or "rush" delivery and installation is considered between two (2) and three (3) weeks ARO. Costs associated with expedited or "rush" delivery and installation must be negotiated with the ordering Agency prior to order. However, expedited or "rush" deliveries and installations caused by an error or delay on the part of the Contractor shall be at no additional cost to the ordering Agency.

15 RETURNS

Credits for returned products shall be made as soon as practicable and in full upon the Contractor's receipt of returned goods. The Contractor shall bear all shipping and insurance costs related to product returns and shall be liable for any damages to the product that occurs during the return process, unless caused by fault or negligence of the ordering Agency.

16 SHIPMENTS, DUPLICATES AND OVER-SHIPMENTS



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Upon notification by the State of a duplicate or over-shipment, item(s) shall be removed at the Contractor's expense. If such item(s) are not removed within thirty (30) calendar days of written notification by the State, the State reserves the right to dispose of them as its own property and shall not be held liable for the cost.

17 SUBCONTRACTORS

The Contractor shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are used, the Contractor must clearly explain their participation. The State reserves the right to approve the participation of subcontractors in the fulfillment of the Contract.

18 BILLING

18.1 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 show pricing and terms and conditions of the Contract. All invoices shall be itemized and contain the following information, at a minimum:

- Contract Number
- Eligible Agency
- Remit-to Address
- Purchase Order Number
- Invoice Number
- Date of Order
- Contractor's Name
- Complete Product/Service Description(s)
- Contract Price (per square yard, foot, etc)
- Invoice Total

18.2 Contractors shall not invoice service fees or additional costs to any Authorized Users during the term of the Contract. Such additional costs/fees not allowed include, but are not limited to, the following:

- Delivery location fees
- Small order/"minimum order" fees unless specified by the mill/manufacturer
- "Special order" fees
- Return fees for Contractor's error (e.g. restocking fees)
- Fees for quotes and/or drawings
- Any charge that is not identified in current price lists for all products, labor, related services or supplementary materials unless agreed to in advance by the Authorized User.

18.3 In the event of a price change between the date of order and the date of delivery and/or installation, Contractor shall charge the lower price.

19 ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH-OUT) (OPTIONAL)

If the Contractor has punch-out capability, the following conditions shall apply:

19.1 The Contractor shall make available an online catalog to allow authorized users to make purchase from this contract through the State's eProcurement System (ProcureAZ). The contractor shall have a secured website for placing online orders. The features and functions of any online ordering catalog that is created for use by the State under this contract shall include but shall not be limited to the following:

- Access by standard web browsers



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- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract that are within the general product categories establish by this contract
- Shall not include any items that are specifically excluded from this contract.

19.2 Access. The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to “Punch-Out” of the State’s eProcurement system, and select contract products and services directly from the Contractor’s website, and return to the State’s system with pre-populated order details. Contractor shall cooperate with the State’s system provider in the establishment and ongoing operations of their Punch-Out connection.

19.3 Timeframe. The “Punch-Out” capability shall be functional within the first six months of the contract begin date.

19.4 The cost associated with the Contractor’s Punch-Out set-up, maintenance and support shall be borne by the Contractor.

20. PRICE INCREASES

19.1 The State may review a fully documented request for a price increase only at the time of contract extension. With the request, the Contractor shall provide a signed notification letter on company letterhead detailing the effective date of the increase, the amount of the increase, and any information necessary to understand and fully implement the price change. 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.

19.2 Price increases shall be limited to include **only** fully documented cost increases incurred by the Contractor. As a condition of price increase request approval, the Contractor shall submit manufacturer I invoices and other available forms of cost documentation to support any price increase. Price increases shall be limited to and cannot exceed the Contractor’s price as described in the pricing sheet and shall remain fixed for the entire Contract term (i.e. initial term and all mutually agreed upon renewals).

19.3 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, shall be effective upon the effective date of the contract extension.

21 PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The State may always accept lower pricing. Additionally, 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. Price reductions shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.



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22 SALES PROMOTIONS

22.1 In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

- A formal request that identifies the affected contract product or product lines
- The promotional price vs. the existing contract price
- The start and end date of the sales promotion

22.2 Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

23 PRODUCT DISCONTINUANCE

The State may award contracts for particular products and/or product lines of materials as a result of this solicitation. In the event that the manufacturer discontinues a product or product line, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or product line and provide the following:

- A formal announcement from the manufacturer that the product or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product or product line.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued product.

24 NEW PRODUCTS

The State, at its sole discretion, may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product. NO OTHER PRODUCTS WILL BE ALLOWED.
- That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percents %) form list price as existing products.

Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State.



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25 WARRANTY

- 25.1 The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative. Upon request, the Contractor shall provide warranty information (i.e. wear and stain resistance, warranty in years and any additional warranty information) to the Authorized User within ten (10) business days from the date of installation. For all carpet products, the Contractor shall honor a minimum warranty of ten (10) years from the date of installation given normal use conditions, or the manufacturer's standard warranty, whichever is greater. All modular carpet tile products shall be warranted against cupping, dishing or doming for a minimum of ten (10) years from the date of installation or the manufacturer's standard warranty, whichever is greater. For all other products, the Contractor shall honor the manufacturer's standard warranty from the date of installation, at a minimum.
- 25.2 As agreed upon with the Authorized User, the Contractor shall repair and/or replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. The Contractor shall replace and/or repair, without charge, any flooring product for a minimum period of two (2) year from the date of installation if the defects are attributed to defective or improper installation techniques. The Contractor shall coordinate and facilitate any replacement or repairs of flooring products under warranty coverage with the Authorized User upon notification of a warranty issue.

26 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.

26.1 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.)

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

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

27 PROTECTION OF FACILITIES AND GROUNDS

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified.



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Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

27 MATERIAL SAFETY DATA SHEETS (MSDS)

If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

28 RISK AND LIABILITY

28.1 INDEMNIFICATION:

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.

28.2 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.



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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

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

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Damage to Rented Premises \$ 25,000
- Each Occurrence \$ 500,000

- 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.”*** 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.
- b. Policy shall contain a waiver of subrogation endorsement in favor of 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) \$500,000

- 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.”*** 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.

b. Policy shall contain a waiver of subrogation endorsement in favor of 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. Policy shall contain a severability of interests provision.



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3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 100,000
 - Disease – Each Employee \$ 100,000
 - Disease – Policy Limit \$ 100,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, 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 the **Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., 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 that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.



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- 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 the **Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description are to 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. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **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 contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



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UNIFORM TERMS AND CONDITIONS – VERSION 8

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.
- 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;



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- 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 Parole 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 non-compliance 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 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 this 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



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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 of 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 Section 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.
- 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 to 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 I.R.S. 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; or
- 4.5.3. Cancel the contract and re-solicit the requirements.



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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

- 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



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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 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 license 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.

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



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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.

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 interest 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



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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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1 DEFINITIONS

1.1 ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquires are to be directed.

"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.

"Quote" means offer.

"Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the state.

"Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Purchaser" means procurement officer.



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2 PRE-OFFER CONFERENCE

- 2.1 A Pre-Offer Conference will be held on the date and time specified on ProcureAZ at the State Procurement Office. More information may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 2.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Inquires may be submitted in writing in the Question and Answer (Q & A) section of the solicitation in ProcureAZ.
- 2.3 Persons with a disability may request a reasonable accommodation, such as receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Any requests should be made as early as possible to allow sufficient time to arrange for accommodation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

3 INQUIRIES

Any question about the specifications or other solicitation documents related to this Request for Proposal shall be directed to State Procurement Officer Cynthia L Tucker at cindy.tucker@azdoa.gov no later than five working days before the due date. Correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

4 OFFER PREPARATION

- 4.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically on ProcureAZ. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- 4.2 Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3 Offer Forms. Offer shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to submit all forms below according to the Offer Form Instructions may result in the submitted proposal being determined to be non-responsive.
 - Signed Offer and Acceptance Form
 - Completed Attachment I or separate narrative prepared by Offeror – Questionnaire located on Page 44 of RFP.
 - Completed Attachment II – Pricing Instructions document located in attachment tab of ProcureAZ
 - Completed Attachment – Key Personnel document located in attachment tab of ProcureAZ
 - Completed Attachment – Subcontractors document located in attachment tab of ProcureAZ
 - Completed Attachment – Organizational Profile document in attachment tab of ProcureAZ

4.4 Pricing Submission



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- Pricing information: Offerors shall complete Pricing Schedule Attachment II and provide all requested information according to the Attachment.
 - Product Pricing Information: Product pricing shall be a fixed price per unit of measure for all manufacturers' products offered. For all products, the fixed price shall represent the cost of installed flooring. Proposed product prices shall include installation, packaging, freight and fuel costs, insurance, charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Most often the price is per square yard including labor for installation.
 - Labor rates for services: The offeror shall provide labor rates/pricing for the various operations allowed under this RFP other than installation included in the price. These may include: removal operations for new installations, as well as those independent of new installations (e.g. removal of old, non-asbestos flooring from state premises); floor preparation operations; other non-routine operations; trim operations, etc. and repair operations for carpet and flooring damage (i.e. broken thresholds, base replacement, carpet patching and repairs).
- Line items listed in ProcureAZ: Offerors are to submit their pricing by completing Attachment II and uploading it to ProcureAZ. This spreadsheet allows for additional materials and services not found in the line item pricing in ProcureAZ.

In addition offerors shall enter the unit of measure price for each line item in ProcureAZ for material and services. The Attachment spreadsheets allows for items not specifically itemized in ProcureAZ. Note: There is a space for the Offeror to list an equivalent brand, product line or services for consideration of this RFP.

5 SUBMISSION OF OFFER

- 5.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 5.2 Acceptable Formats. Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the Procurement Officer.
- 5.3 ProcureAZ. Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitations due date and time.

5.4 PROCUREAZ Offer Submission, Due Date and Time

Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that



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should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk (procure@azdoa.gov or 602-542-7600).

6 EVALUATION

- 6.1 In accordance with the Arizona Procurement code § 41-2534, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- Method of Approach and Capacity of Offeror
 - Cost
 - Conformance to all Terms, Conditions and Instructions
- 6.2 Opening. Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 6.3 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 6.4 Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 6.5 Responsibility, Responsiveness and Acceptability. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 6.6 Financial Stability. The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.



Special Instructions to Offerors

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6.7 Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

7 AWARD

- 7.1 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 7.2 Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.



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UNIFORM INSTRUCTIONS TO OFFERORS - VER 3-7-2011

1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Offer" means bid, proposal or quotation.

"Offeror" means a vendor who responds to a Solicitation.

"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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"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.

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.



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- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offer or's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers.
 - 3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.



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3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;

3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

3.15. 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. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer



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- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2. Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6. Award



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- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1. The name, address and telephone number of the protester;
- 7.2. The signature of the protester or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors 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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Questionnaire

INSTRUCTIONS:

Prepare each item response in the form of a brief written narrative describing your organization's overall method of approach for providing the required services and products as stated in this solicitation, as well as, demonstrating your ability to satisfy the Scope of Work and your organization's ability to provide the various products and services sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe the following.

METHOD OF APPROACH:

1. Offer shall clearly state your understanding of the Scope of Work and acceptance of all Requirements, noting any exceptions.

[Offeror Response](#)

2. Offer shall provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.

[Offeror Response](#)

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3. Offer shall provide a description of how your organization tracks problem resolution responsiveness and eligible agency satisfaction in a quantifiable manner to ensure quality customer service. Please describe your complaint resolution process. The description should include a clear, hierarchical path for complaint escalation.

[Offeror Response](#)

CAPACITY OF OFFEROR:

1. Organizational Information

Offeror shall identify themselves, including their complete (formal) name, corporate addresses (headquarters and local addresses), web site URLs, NYSE/NASDAQ symbol, and other identifying information. Describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Provide organizational chart(s) for their overall organization showing each entity within the organization. Provide number of employees, number of years in business and pertinent business affiliations.

[Offeror Response](#)

Offeror shall identify a single or lead contact person, who will be responsible for all communications with the State throughout the solicitation process, including all applicable contact information, e.g. phone (days, evenings, mobile), e-mail (office and mobile). Provide the names and general contact information for any other persons responsible for communicating with the State Procurement Office and their respective roles.

[Offeror Response](#)

2. Organizational Capacity

Offeror shall describe in general their organizational capacity to support the State and its Customers under any resulting contract.

2.1. Management Structure



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Offerors shall describe their management structure and corporate leadership that would support any resulting contract.

[Offeror Response](#)

2.1. Key Personnel (Attachment in ProcureAZ)

Offeror shall describe their Key Personnel that would support any resulting contract. Offerors shall provide evidence of their training, experience and performance in supporting similar customers, with particular deference to other state and local government customers. Indicate which of these individual(s) would have direct responsibility and control over any resulting contract.

[Offeror Response](#)

2.2. Subcontractors (Attachment in ProcureAZ)

Offeror shall provide a list of all proposed subcontractors that will be used in fulfillment of the Contract, including contact information and a detailed description of their participation

[Offeror Response](#)

2.3. Experience in Industry

Offeror shall describe their experience in the provision of products and services like those required by in this RFP.

[Offeror Response](#)

2.4. Experience with Similar Customers

Offeror shall describe their experience with similar customers, with particular deference to other state and local governments, in the provision of products and services like those required in this RFP.

[Offeror Response](#)

2.5. Organizational Profile and Referenced (Attachment in ProcureAZ)

Offeror shall provide customer and related information for three (3) similar contracts within the past three (3) years –with particular deference to other state and local governments. At a minimum include the following information: Customer name; Address; Contact person; Phone number(s); E-mail addresses; Time(s) available; Size of Contract; Dates of Contract. State may contact any customers listed for the purpose of obtaining references relative to past performances and, if necessary, Offeror shall sign a release to obtain any such information.

[Offeror Response](#)

3. Financial Capacity

Offeror shall describe in general their financial capacity to support the State and its Customers under any resulting contract.



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3.1. Economic Status

Offeror shall state whether or not they, and/or their parent company if applicable, is in or in the process of filing for bankruptcy. Offeror similarly shall state whether they, and/or their parent company if applicable, have filled for bankruptcy in the past three (3) years? If so under either condition, Offeror shall describe the circumstances of the bankruptcy and how their economic status is improving (has improved since then).

[Offeror Response](#)

3.2. Legal and Regulatory Actions

Offerors shall fully disclose their involvement in any legal proceedings, lawsuits or governmental regulatory actions and any contractual demands for assurance regarding their provision of similar services, pending or occurring in the last three (3) years.

[Offeror Response](#)

Method of Approach

- 1. Offer shall clearly state your understanding of the Scope of Work and acceptance of all Requirements, noting any exceptions.*

Continental Flooring Company has carefully reviewed the Terms, Conditions and Specifications included with the State of Arizona's Solicitation No. ADSPO13-00002054. Our offer is made in full compliance with the solicitation documents, with no exceptions being noted.

- 2. Offer shall provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.*

Inter-organization communication is essential in any successful client relationship. To allow for the highest level of communication with our customers, Continental Flooring Company has put into place an intricate communication system. For customers outside of the Metro Phoenix area, a toll-free phone number is available at (800) 825-1221. In addition, toll-free facsimiles can be received at (866) 553-8892. All of our staff has direct company e-mail addresses. In addition, all of our Key Personnel are equipped with mobile phone devices where they can access their company e-mails, and customers can reach them via phone at all hours of the day. Continental Flooring Company hosts an extensive corporate website which provides customers with a wide variety of information including: contract information, company information, product information/specs and much more. This website includes an interactive quote and contact form which is monitored regularly for timely customer responses.

Throughout Continental Flooring Company's history with the State of Arizona and its customer base, we have assigned a Sales Representative which exclusively works with State of Arizona customers. This position allows for the State of Arizona customers to receive the highest level of customer service possible. Laura Kuligowska has been in this position for the past 9 years and has forged strong working relationships with this customer base. Laura is available via the office phone, mobile phone and e-mail. Her e-mail is accessible both in the office and off site through her mobile device. Laura is proud to travel the State of Arizona to provide that personal service with each and every customer across the State. Laura works very closely with her customers throughout the process to ensure that the appropriate floor covering is utilized for each application within their budget. In addition to Ms. Kuligowska, Mr. Jim Semple, Sales Representative, is available to service the State of Arizona customer on an as needed basis. Mr. Semple has been with Continental Flooring Company for over 16 years and specializes in servicing government customers.

Once a purchase order is received, the customer is contacted by Cathy Gordon, Project Coordinator, to discuss the project specifics and introduce the assigned Project Manager. Ms. Gordon has been with Continental Flooring Company for over 18 years and excels in working directly with our customers to ensure that the project runs smoothly. The Project Manager will see the project through complete installation. In addition, an on-site Job Supervisor is assigned to each project. This on-site manager will have the day-to-day oversight of the project and reports directly to the Project Manager. Continental Flooring Company currently has two Project Managers who are assigned to projects for the State of Arizona customer base, Mike Donoho and Lou St. Clair. Both of these individuals have an extensive history with the company, Mr. Donoho having over 10 years of experience with

Continental, and Mr. St. Clair with over 8 years with the company. These individuals are both easily accessible to the customer via their direct office phone numbers, mobile phone numbers, and e-mail. Their e-mails are accessible both in the office and off-site via their mobile device. Project Managers are available 24/7 for customer emergencies. All Key Personnel within the Arizona Division of Continental Flooring Company report directly to Christopher Coleman, President.

In addition to the regular daily business interactions, Continental Flooring Company takes great pride in keeping our customers informed and up-to-date on current trends. Our fully-staffed Marketing Department produces regular communications materials to reach out to our customers and keep them informed. Marketing materials are produced to educate customers on new products, special pricing programs, as well as the latest in flooring trends.

Continental Flooring Company utilizes CRM contact management software. This software allows our sales and marketing staff to access a customer's history at the click of a mouse. Reports regarding sales history and buying trends are easily producible for our customers.

Continental Flooring Company also utilizes Callidus floor covering estimating software. With this industry leading program, CFC is able to more closely estimate the required materials for each project thereby eliminating unnecessary waste and cost due to imprecise measurements. The software also produces an excellent color coded printout of a project floor space showing the areas of work to be completed and the type of product to be installed. This allows both our customers and our installation crews to visually identify the work and helps to reduce errors in the contract performance cycle. This extensive investment in the Callidus system has been a terrific resource for Continental Flooring both internally with cost control, and externally for better overall pricing and project communication. A sample of a typical Callidus printout has been uploaded with our proposal documents for your review.

- 3. Offer shall provide a description of how your organization tracks problem resolution responsiveness and eligible agency satisfaction in a quantifiable manner to ensure quality customer service. Please describe your complaint resolution process. The description should include a clear, hierarchical path for complaint escalation.*

Continental Flooring Company strives to achieve the highest level of customer service and product performance as possible. Upon completion of a project, our Project Managers perform a final walk-through with the customer to ensure that the work has been completed at or above the expected standard. Any "punch" items which are identified during this walk-through are immediately scheduled for repair. Upon project completion, Continental Flooring Company performs a feedback survey. This survey is performed randomly on both an annual and per project basis. A copy of this performance survey has been included for your review.

In the situation where project problems arise, responsiveness is of the utmost importance. Upon notification from a customer that a problem has occurred, Continental Flooring Company's Project Managers are utilized to remedy the situation as quickly as possible. In addition, to the Project Managers, Continental Flooring Company's Office Manager, Ms. Tracy Johnson uses her 5 plus years of experience with the company to play an integral part in complaint resolution. If for some reason the Project Manager is unable to successfully remedy the situation, or should the situation require an individual of a higher position within the Company, Mr. Christopher Coleman, President

of Continental Flooring Company, will become involved and work with the customer to find a successful outcome. In addition, Mr. Gary McMahon, Vice President of Operations, is always available utilize his 24 years of experience with the company to assist customers who may require additional assistance to reach a resolution.

Capacity of Offeror

1. Organizational Information

Offeror shall identify themselves, including their complete (formal) name, corporate addresses (headquarters and local addresses), web site URLs, NYSE/NASDAQ symbol, and other identifying information. Describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. Provide organizational chart(s) for their overall organization showing each entity within the organization. Provide number of employees, number of years in business and pertinent business affiliations.

Continental Flooring Company is located at 9319 N. 94th Way, Suite 1000, Scottsdale, AZ 85258. Our main phone number is (480) 949-8509. Our main facsimile number is (480) 945-2603. Our website address is: www.continentalflooring.com.

Continental Flooring Company is not owned or controlled by any parent companies, and does not have any subsidiaries, affiliates or other related entities.

Please find attached to our offer an organizational chart for Continental Flooring Company displaying the structure of the company and our employees.

Continental Flooring Company was founded in 1979 and currently employs 30 employees.

Offeror shall identify a single or lead contact person, who will be responsible for all communications with the State throughout the solicitation process, including all applicable contact information, e.g. phone (days, evenings, mobile), e-mail (office and mobile). Provide the names and general contact information for any other persons responsible for communicating with the State Procurement Office and their respective roles.

LEAD CONTACT PERSON (Sales)

Laura Kuligowska, Sales Representative

9 Years with Continental Flooring Company

Direct Office Phone: (480) 949-8509 ext. 285

Mobile Phone: (602) 690-6978

Facsimile: (480) 945-2603

E-mail: laurak@continentalflooring.com

LEAD CONTACT PERSON (Questions Regarding our Response to this Solicitation)

Christopher L. Coleman, President

28 Years with Continental Flooring Company

Direct Office Phone: (480) 949-8509 ext. 212

Mobile Phone: (480) 363-2614

Facsimile: (480) 945-2603

E-mail: ccoleman@continentalflooring.com

OTHER INDIVIDUALS, GENERAL CONTACT INFORMATION

Jim Semple, Sales Representative
16 Years with Continental Flooring Company
Direct Office Phone: (480) 949-8509 ext. 287
Mobile Phone: (480) 797-9465
Facsimile: (480) 945-2603
E-mail: jsemple@continentalflooring.com

Mike Donoho, Project Manager
10 Years with Continental Flooring Company
Direct Office Phone: (480) 949-8509 ext. 282
Mobile Phone: (623) 810-9647
Facsimile: (480) 945-2603
E-mail: mtonoho@continentalflooring.com

Lou St. Clair, Project Manager
8 Years with Continental Flooring Company
Direct Office Phone: (480) 949-8509 ext. 283
Mobile Phone: (602) 418-5808
Facsimile: (480) 945-2603
E-mail: lstclair@continentalflooring.com

Cathy Gordon, Project Coordinator
18 Years with Continental Flooring Company
Direct Office Phone: (480) 949-8509 ext. 289
Mobile Phone: (480) 899-4852
Facsimile: (480) 945-2603
E-mail: cgordon@continentalflooring.com

2. Organizational Capacity

Offeror shall describe in general their organizational capacity to support the State and its Customers under any resulting contract.

2.1. Management Structure

Offerors shall describe their management structure and corporate leadership that would support any resulting contract.

Continental Flooring Company is proud to empower its employees with the ability to support its customer base at the highest level possible. Our Sales Representatives and Project Managers have the authority to make immediate decisions which have direct impact on the success of our projects.

While our employees have this direct ability, our management team is always there to support their efforts in making every project a success. The Arizona Division of Continental Flooring Company reports directly to Christopher Coleman, President. Specifically, Mr. Coleman, has regular interactions with the Sales and Project Management staff to provide additional guidance where necessary. These meetings involve project updates and

collaboration to ensure the most optimal outcome for every project. In addition, should a situation arise which is out of the ordinary and a requires a higher level of management to become involved, Mr. Coleman is very familiar with the project through these regular daily interactions.

Mr. Gary McMahan, Vice President of Operations, is also actively involved with the Arizona Division department of Continental Flooring and is always available to support the Project Managers and staff. Ms. Tracy Johnson, Office Manager, is regularly available to our base to assist them with any questions or concerns a customer may have.

2.1. Key Personnel (Attachment in ProcureAZ)

Offeror shall describe their Key Personnel that would support any resulting contract. Offerors shall provide evidence of their training, experience and performance in supporting similar customers, with particular deference to other state and local government customers. Indicate which of these individual(s) would have direct responsibility and control over any resulting contract.

The average tenure at Continental Flooring Company is over ten years. Working with government customers on a daily basis, our employees are specialists in government procurement. This dedication allows us to provide our customers with a strong core of both industry and company knowledge. This type of dedication from our employees displays our commitment to treating both our customers and our employees fairly.

Continental Flooring Company is dedicated to the continuing education of our employees. We believe that consistent training not only provides our employees growth within the industry, but it also allows our staff to provide our customers with the highest level of support and product recommendations. On staff, we currently have two individuals who are asbestos certified, as well as another individual who is certified in moisture remediation. On a regular basis our employees are updated and trained within the following categories:

- Computer Programs and Systems
- Product Presentations and Seminars with Manufacturers
- Installation Techniques

In addition to these specific training seminars, our staff regularly participates in:

- Industry trades shows, including associated training seminar sessions
- Manufacturer Plant Tours

Laura Kuligowska is the primary Sales Representative who would be responsible for the daily interactions with the State of Arizona customer base. Laura has had the privilege of working with these customers for the past 9 years, and travels all over the State of Arizona to provide each and every one of them with the individual personalized service they deserve. Her extensive knowledge of the floor covering industry will provide the State of Arizona customers the experience needed to assess current needs, project time lines and ensure that all interactions with regards to the project run smoothly. With over 16 years of experience with Continental Flooring Company, Jim Semple, would be a secondary sales contact for the State of Arizona customer base.

Christopher Coleman, President of Continental Flooring Company, is the individual who is responsible for any discussion and/or negotiation resulting from our response to Solicitation No. ADSPO13-00002054.

Mike Donoho and Lou St. Clair would be the primary contacts for Project Management. Mike has been with Continental Flooring Company for 10 years, and Lou for 8 years. Both of these individuals have extensive experience overseeing thousands of flooring projects during their tenure which will ensure that projects run smoothly with minimal impact within the areas of installation. Floor covering projects within occupied and busy areas require extensive scheduling and organizational skills. Working within occupied areas is an emphasis that Continental Flooring Company has specialized in throughout our company history. This experience will allow for smooth scheduling and minimal impact on all State of Arizona projects.

Bruce Kiger, our Vice President of Finance has been with Continental Flooring Company for over 19 years. Mr. Kiger would be responsible for the management / oversight of the Sales Reporting, and administrative fee remittance, function of any resultant contract.

Please find attached the Key Personnel document as required by the Solicitation. All information has been included as part of this document for a complete review of our Key Personnel.

2.2. Subcontractors (Attachment in ProcureAZ)

Offeror shall provide a list of all proposed subcontractors that will be used in fulfillment of the Contract, including contact information and a detailed description of their participation.

It would be the intention of Continental Flooring Company to utilize the services of independent contractors for the installation services under a subsequent contract.

The subcontractors being proposed are for utilization with installation services. The subcontractors that we would propose to utilize under a subsequent contract include:

Rite Way Flooring

12221 N. 49th Drive
Glendale, AZ 85304
Phone: (602) 589-6674
License: L-8 – 129159

Tommie S Flooring, LLC

9403 N. 49th Avenue
Glendale, AZ 85302
Phone: (602) 525-0668
License: L-13 – 233402

R and L Flooring, Inc.

DBA: Rocky S Flooring

4924 E. Dallas Street
Mesa, AZ 85205
Phone: (602) 469-5160
License: L-8 – 208632

A.C.S. Ceramic Tile, LLC

2845 E. Michelle Way
Gilbert, AZ 85234
Phone: (480) 654-5120
License: L-8 – 276782

J.Z.C. Tile, LLC

10233 N. 87th Street
Scottsdale, AZ 85258
Phone: (602) 989-3888
License: L-48 - 259101

The subcontractors being proposed under this offer have a long working history with Continental Flooring Company and very much function as an extension of our company. The work of our subcontractors is second to none. Our subcontractor crews report directly to the Project Manager assigned to the project and have daily interactions to ensure quality and communication. At Continental Flooring Company, our subcontractors are held to the same high standard that we would require any employee to meet and expect them to be a responsible representative for our Company.

To ensure quality installation performance with our subcontractors, Continental oversees all field work with full time project management. Our subcontractors are offered regular training on current product installation trends and issues are continually evaluated by our random sampling job completion surveys. In addition, compensation programs are designed to attract and retain high quality contractors. Most of our subcontractors have very long standing relationships with both Continental Flooring and our regular customer base. Subcontractors failing to perform to high standards are removed from consideration for future work with Continental.

The Subcontractors attachment, as required by Solicitation No. ADSPO13-0000205, has been included with our offer. In addition, we have included copies of the licenses and / or certifications that our proposed subcontractors hold.

2.3. Experience in Industry

Offeror shall describe their experience in the provision of products and services like those required by in this RFP.

Continental Flooring Company, headquartered in Scottsdale, Arizona, was established in 1979. We are a nationwide contractor serving principally Federal, State, County and Municipal Governments; Educational Institutions; Public Housing Authorities; and other public sector agencies throughout the United States and across the globe.

Specifically, our customer base includes providing flooring products and services to Educational Facilities, State and Municipal office buildings, Correctional Institutions, Health Care Organizations, Airport Facilities, U.S. Department of Defense Military Installations,

U.S. State Department Facilities, Veterans Administration Hospitals and other public sector agencies all over the world.

To date Continental Flooring Company employs 30 staff in two states and performs approximately \$20 million in sales annually. Our range of staff includes individuals with a diverse background and knowledge of their specialty. We employ a variety of sales staff, project management and project coordinator teams, accounting professionals, purchasing personnel, and marketing specialists. All employees are cross-trained to ensure on-site knowledge at all times, and customer-service is the primary focus of all positions.

Throughout the Company's history we have forged strong alliances with many flooring manufacturers. Included among these companies that we directly represent are:

- Altro
- Armstrong
- Bigelow Carpets
- Cambridge Carpets
- Collins and Aikman Carpets
- Congoleum
- Forbo
- Taraflex
- Lonseal
- Flexco
- Interface Carpets
- Mannington Carpets
- Mohawk Commercial Carpets
- Mondo
- Patcraft Commercial Carpets
- Philadelphia Commercial Carpets
- Queen Commercial Carpets
- R.C. Musson
- Roppe
- Shaw Commercial Carpets
- Superior Manufacturing Group

In addition, we purchase products from all types of flooring manufacturers as well, including carpet, ceramic, wood, resilient, accessories, etc.

Continental Flooring Company has never had a contract terminated for default. Our Company has never been debarred from doing business with any government agency. This is primarily due to our record of conforming to contract and/or product specifications and standards. The project managers in our Installation Operations Department strive to perform within forecasted costs and should we experience cost overrun not attributed to a customer negotiated change order, we do not pass that cost overrun along to the customer. As noted elsewhere in this proposal, CFC strives to establish and maintain a high level of customer service to the customer's satisfaction.

We persist in keeping up with current trends in product innovation and installation techniques to provide our customers with the best possible products, service and price availability. With our vast knowledge and experience in the floor covering industry, Continental Flooring Company, teamed up with the top floor covering manufacturers, adds a full package of the highest quality products and services available at the best value.

2.4. Experience with Similar Customers

Offeror shall describe their experience with similar customers, with particular deference to other state and local governments, in the provision of products and services like those required in this RFP.

Continental Flooring Company has had the privilege of holding a contract with the State of Arizona for more than 20 years. Over the past seven years, we have performed over 1800 installations for state and local agencies located in Arizona.

In addition, we have held, and currently hold, contracts with several local municipalities to perform similar services. Some of these organizations within Arizona include: Arizona State University, Maricopa County, Pima County, and the Mohave Educational Services Consortium. We also hold two contracts with the General Services Administration to provide and perform similar products and services to Federal Government agencies. In addition, we have included as part of this offer a complete listing of the state and local term contracts that we currently hold outside of the State of Arizona for similar products and services.

2.5. Organizational Profile and References (Attachment in ProcureAZ)

Offeror shall provide customer and related information for three (3) similar contracts within the past three (3) years –with particular deference to other state and local governments. At a minimum include the following information: Customer name; Address; Contact person; Phone number(s); E-mail addresses; Time(s) available; Size of Contract; Dates of Contract. State may contact any customers listed for the purpose of obtaining references relative to past performances and, if necessary, Offeror shall sign a release to obtain any such information.

As part of our response to Solicitation No. ADSPO13-00002054 Continental Flooring Company has included the attachment titled “Organizational Profile.” All information has been completed and included as part of our offer. With the signature on our “Offer and Acceptance”, Continental Flooring Company hereby authorizes the State of Arizona to contact the customers included in this offer for the purpose of obtaining references relative to past performances.

3. Financial Capacity

Offeror shall describe in general their financial capacity to support the State and its Customers under any resulting contract.

Continental Flooring Company has been providing and installing flooring for governmental agencies since 1979. We have sufficient financial liquidity to support our operations. Presently, our bank cash balances exceed \$500K, and our net worth exceeds \$600K. Our bonding capacity, which is a strong measure of a contractor's financial and organizational ability to perform, is \$5 million aggregate. In addition, we have extensive trade credit arrangements with the leading flooring manufacturers and distributors within the industry. Open and available credit lines are essential to the timely performance under this or any time critical contract. Arizona's fiscal year end in June places enormous burdens on contractors to perform a busy work load in a tight time frame. Continental has proven the ability to manage such financial strains time and again over its 20 years of working with State customers. A sample offering for proof of extensive and open credit lines from Shaw commercial (includes Shaw, Patcraft, Philadelphia) has been attached. Letters from other manufacturers included in our proposal are available upon request. We have successfully performed thousands of jobs for the State of Arizona over a period of many years. Our complete year-end financial statement is available for your review upon request.

3.1. Economic Status

Offeror shall state whether or not they, and/or their parent company if applicable, is in or in the process of filing for bankruptcy. Offeror similarly shall state whether they, and/or their parent company if applicable, have filed for bankruptcy in the past three (3) years? If so under either condition, Offeror shall describe the circumstances of the bankruptcy and how their economic status is improving (has improved since then).

Continental Flooring Company is not currently in the process of filing for bankruptcy, nor have we filed for bankruptcy throughout the history of our company.

3.2. Legal and Regulatory Actions

Offerors shall fully disclose their involvement in any legal proceedings, lawsuits or governmental regulatory actions and any contractual demands for assurance regarding their provision of similar services, pending or occurring in the last three (3) years.

Continental Flooring Company is not currently involved in any legal proceedings, lawsuits, governmental regulatory or any contractual demands for assurance regarding any provision of similar services, nor have there been any occurrences within the last three (3) years. While, there have been no cases as described above, during November 2009, CFC was awarded a flooring installation contract by a West Virginia county school board. CFC successfully performed that contract and was paid in full by its customer with excellent review ratings. During April 2012, another flooring contractor who bid on, but did not win, that contract sued CFC and the county school board for the failure to be awarded the contract as the lowest qualified bidder and alleged misrepresentations made by CFC in obtaining that contract. CFC believes this lawsuit is without merit and intends to vigorously defend its position.

**Continental Flooring Company
Client Satisfaction Survey**

Client: _____ Date: _____
 Project Name: _____
 Project Location (city-state): _____
 Project or Contract Number: _____
 Final Project Amount: _____

Please rate Continental Flooring Company's services by circling the number that best applies. The number 10 is the best possible score you can give.

	Best										N/A
Sales/Estimator	10	9	8	7	6	5	4	3	2	1	
Punctual commencement of project	10	9	8	7	6	5	4	3	2	1	
Timeliness/accuracy of submittals	10	9	8	7	6	5	4	3	2	1	
Project Manager's effectiveness	10	9	8	7	6	5	4	3	2	1	
Project Coordinator's effectiveness	10	9	8	7	6	5	4	3	2	1	
Project Superintendent's performance	10	9	8	7	6	5	4	3	2	1	
Installation teams performance	10	9	8	7	6	5	4	3	2	1	
General project administration	10	9	8	7	6	5	4	3	2	1	
Work completed on schedule	10	9	8	7	6	5	4	3	2	1	
Accuracy and timeliness of paperwork	10	9	8	7	6	5	4	3	2	1	
Project close out efforts	10	9	8	7	6	5	4	3	2	1	
Quality and workmanship	10	9	8	7	6	5	4	3	2	1	
Responsiveness to expressed concerns	10	9	8	7	6	5	4	3	2	1	
Overall Satisfaction	10	9	8	7	6	5	4	3	2	1	

Would you use Continental Flooring for future projects? Yes No
 If no, why not? _____

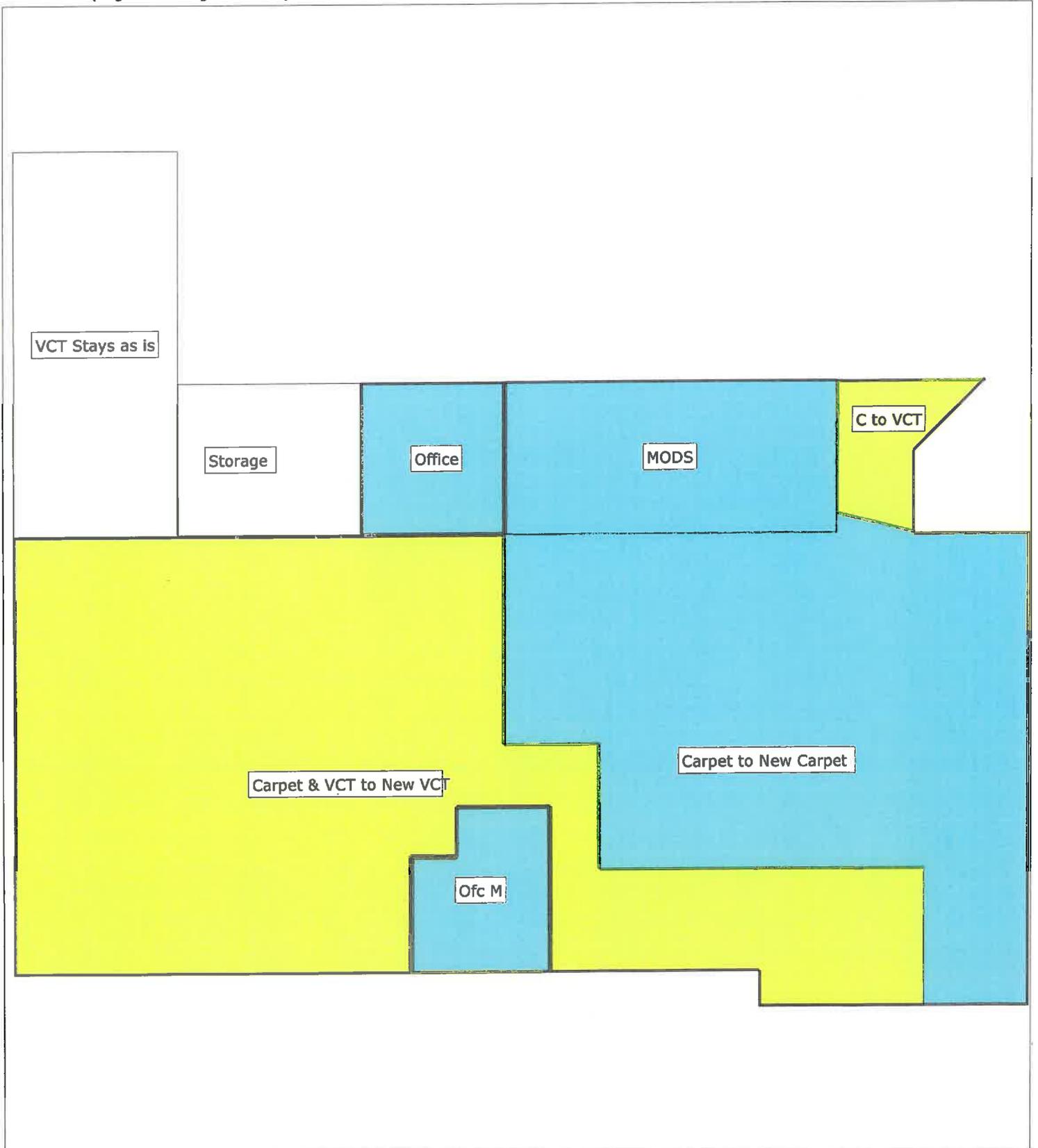
May Continental Flooring use you as a reference? Yes No

Comments: _____

Signature: _____ Printed Name: _____

Thank you for taking the time to complete the survey. Your input is extremely valuable to us.

Scale 1:140 (original drawing scale 1:96)



Continental Flooring Company

Christopher L. Coleman President

Gerald McMahon VP - Operations	Tracy Hall Purchasing Director	Tracy Johnson Contract and Office Administrator	Bruce Kiger VP - Finance	Christopher L. Coleman AZ Operations	Steve Witkowski Director of Bidding and Pricing	Diane Conti Director of Marketing
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Cathy Gordon
Project Coordinator

Constance Bishop
Purchasing Asst

Ron Abbott
Warehouseman

Janet Becker
Human Resources

Vicki Bielli
Project Asst.

Peter Coleman
Sr. Estimator

Alexis Coleman
Marketing Asst

Kathy Taylor
Project Coordinator

Jenni Lyster
Purchasing Asst

Tiffany Carl
Receptionist

Shelly Hallmark
Accountant

Mike Donoho
Project Manager

Mason Holmwood
Project Manager

Lori Burt
Marketing Asst

Nichole Bullock
Asst. Project Coor.

Deb Michalowski
Tax Accountant

Chris Lowenberg
Estimator

Laura Kuligowska
Estimator

Lou St. Clair
Project Manager

Jim Semple
Estimator

Joe Yugel
Project Manager



Where Great Floors Begin

Shaw Industries, Inc.

Financial Services Department

P.O. Box 2128

Mail Drop 026-01

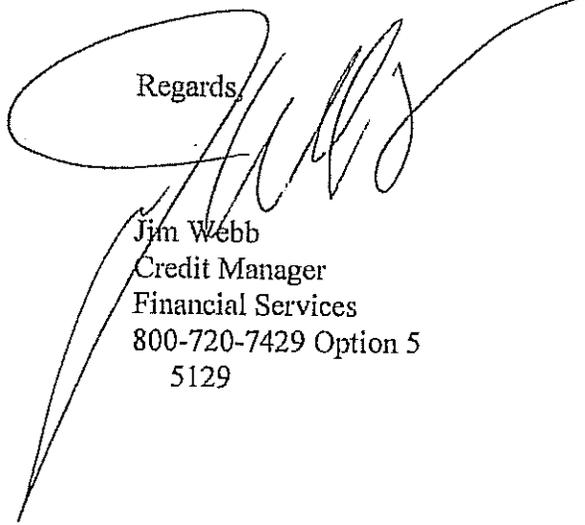
Dalton, GA. 30722

December 11, 2012

To Whom It May Concern:

Continental Flooring of Scottsdale has been a customer of Shaw Industries since 1989. They purchase close to \$2million a year of product on open credit arrangements and maintain their account in a most satisfactory manor, generally earning early pay discounts when available.

Regards,



Jim Webb
Credit Manager
Financial Services
800-720-7429 Option 5
5129



Attachment Key Personnel

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

Description: Commercial Flooring Products and Services ADSP013-00002054

OFFEROR'S KEY PERSONNEL QUALIFICATIONS

INSTRUCTIONS:

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Laura Kuligowska

Sales Representative

Name

Current Information

Position Currently Held in Firm:	Sales Representative
Years With Firm:	9 Years
Years in Current Position:	9 Years
Years Experience in Role Under This Contract:	9 Years
Percentage of Employee's Time Dedicated to This Contract:	75%

Related Experience

Project Name Arizona Department of Transportation		
Job Title Jefferson Basement - Furnish & Install Carpet Tile	Project Begin Date 7/30/2012	Project Ending Date 8/13/2012
Duties Performed Related to Proposed Position Field Measurements, Assistance with Product Selection, Project Size / Cost Estimate and Price Quotation		
Project Name Mesa Unified School District		
Job Title Stanley Transportation Center	Project Begin Date 11/5/2012	Project Ending Date 11/11/2012
Duties Performed Related to Proposed Position Field Measurements, Assistance with Product Selection, Project Size / Cost Estimate and Price Quotation		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

Sales Representative to all State of Arizona customer base. Duties include: measuring of Jobsite (Page 13.2), customer quotation (page 10, Section 13.1), Seaming Diagrams (page 11, Section 13.3) as well as on-site product consultation and any other duties as may be required.

LAURA KULIGOWSKA

Floor Covering Consultant

EMPLOYMENT:

2003 - Present	Continental Flooring Company Floor Covering Consultant
2001 - 2003	Real Business Solutions Southwest Regional Sales Manager
1994 - 2001	PLK Enterprises Inc. d.b.a. General Nutrition Center President
1993 - 1994	Tempe Chamber of Commerce Membership Sales
1991 - 1993	Cyma Software Regional Account Manager
1988 - 1991	Minolta Business Equipment Sales Manager
1985 - 1988	First Investors Corporation District Manager
1980 - 0985	Business Division AT&T Sales Representative
Educational Background:	Clayton College of Natural Health Birmingham, Alabama Mesa Community College San Diego, California
Related Experience:	Responsible for the customer service of Governmental Agencies, including school facilities within the State of Arizona. Laura's vast sales experience enables her to assist customers in making informed decisions. Laura has received extensive training from a variety of floor covering manufacturers, assuring appropriate product selection.



Attachment Key Personnel

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

Description: Commercial Flooring Products and Services ADSP013-00002054

OFFEROR'S KEY PERSONNEL QUALIFICATIONS

INSTRUCTIONS:

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Christopher L. Coleman

President

Name

Current Information

Position Currently Held in Firm:	President
Years With Firm:	26 Years
Years in Current Position:	13 Years
Years Experience in Role Under This Contract:	20 Years
Percentage of Employee's Time Dedicated to This Contract:	10%

Related Experience

Project Name Pima County Facilities		
Job Title Furnish and Install Floor Covering – Various Projects	Project Begin Date 2/2011	Project Ending Date 2/2015 (w/renewals)
Duties Performed Related to Proposed Position Oversight and staff management, Presenter at Annual PCFM Contract Renewal meeting (2/2011)		
Project Name Scottsdale Unified School District		
Job Title Furnish and Install Floor Covering – Various Projects	Project Begin Date 2000	Project Ending Date On-Going Projects
Duties Performed Related to Proposed Position Oversight and staff management, Product review for Facilities Manager at Scottsdale USD		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

Management and oversight of Continental Flooring Company staff, as well as contract administration (Section 5, page 29).

CHRISTOPHER L. COLEMAN

President

EMPLOYMENT:

Employed by Continental Flooring Company from 1985 through the present.

1999-Present	President
1995-1999	Executive Vice President
1990-1995	Vice President and Chief Financial Officer. Responsible for day-to-day operations.
1988-1989	General Manager and Chief Financial Officer. Responsible for finances, personnel as well as estimating and sales.
1987- 1988	Control of Finances including financial planning, accounts, receivable, accounts payable, and cash flow management. also include estimating and sales
1986-1987	Estimator
1985-1985	Assistant Estimator

Licenses/Training: EPA Ahera Asbestos training: Contractor/Supervisor Qualified

States License: Qualifying Party

State of Arizona Contractor License
State of Nevada Contractor License
State of South Carolina General Contractors License
State of Tennessee General Contractors License
State of North Carolina Federal Contractors License
State of Louisiana General Contractors License
State of Arkansas Flooring License

Education: Received Bachelor of Finance Degree from Arizona State University in 1987. Had extensive side studies in Computer Programming, Computer Science, Mathematics and Astronomy.

Additional Employment: Employed during High School and College in Service Industry.

Associations: Finance Chair- Young Entrepreneurs Organization
Life Member of Sigma Chi Fraternity.



Attachment Key Personnel

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

Description: Commercial Flooring Products and Services ADSP013-00002054

OFFEROR'S KEY PERSONNEL QUALIFICATIONS

INSTRUCTIONS:

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Lou St. Clair

Project Manager

Name

Current Information

Position Currently Held in Firm:	Project Manager
Years With Firm:	8 Years
Years in Current Position:	8 Years
Years Experience in Role Under This Contract:	8 Years
Percentage of Employee's Time Dedicated to This Contract:	50%

Related Experience

Project Name Arizona State Prison Complex – Safford		
Job Title Graham Library – Furnish & Install Carpet	Project Begin Date 1/30/2012	Project Ending Date 2/28/2012
Duties Performed Related to Proposed Position Receives Materials, schedules installation and oversees installation of project		
Project Name City of Mesa		
Job Title Various Projects (Main Library, Police Department, Fire Department, Museum and other various city agencies)	Project Begin Date 2000	Project Ending Date Ongoing
Duties Performed Related to Proposed Position Receives Materials, schedules installation and oversees installation of project		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

Project Management (oversight of Sections 13.4 – 13.14, pages 11-12). General oversight of installation project to include responsibilities included under Sections 13.4 – 13.14, pages 11-12 of the solicitation documents.

LOUIS S. ST. CLAIR

Project Manager

EMPLOYMENT:

2004 – Present	Continental Flooring Company Project Manager
2002 – 2004	Artistic Polymers Coatings ~ Stone ~ Ceramic Owner
2000 – 2002	Continental Flooring Company Project Manager
1989 – 1997	St. Clair Corp Owner Commercial & Residential Tile
Educational Background:	Bachelor of Science, Economics – 1989 Arizona State University
Licenses / Training:	Arizona Contractors License Residential & Commercial Armstrong Floor Covering Certification



Attachment Key Personnel

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

Description: Commercial Flooring Products and Services ADSP013-00002054

OFFEROR'S KEY PERSONNEL QUALIFICATIONS

INSTRUCTIONS:

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Mike Donoho

Project Manager

Name

Current Information

Position Currently Held in Firm:	Project Manager
Years With Firm:	9 Years
Years in Current Position:	9 Years
Years Experience in Role Under This Contract:	9 Years
Percentage of Employee's Time Dedicated to This Contract:	50%

Related Experience

Project Name Arizona Department of Administration		
Job Title Pioneer Home Halls and Lobby – Furnish and Install LVT	Project Begin Date 5/10/2012	Project Ending Date 6/10/2012
Duties Performed Related to Proposed Position Receives Materials, schedules installation and oversees installation of project		
Project Name Arizona Department of Transportation		
Job Title Vision Office – Furnish & Install Carpet Tile	Project Begin Date 9/27/2012	Project Ending Date 10/27/2012
Duties Performed Related to Proposed Position Receives Materials, schedules installation and oversees installation of project		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

Project Management (oversight of Sections 13.4 – 13.14, pages 11-12). General oversight of installation project to include responsibilities included under Sections 13.4 – 13.14, pages 11-12 of the solicitation documents.

MIKE DONOHO

Project Manager

EMPLOYMENT:

2003 - Present

Continental Flooring Company
Project Manager

2002

K&M Woodcrafts
Foreman/Field Supervisor

2001 - 2002

FXL Cabinets
Lead Installer/Field Supervisor

1996 - 2001

Michaels Custom Woodworks
Owner

Educational Background:

Moorpark College

Related Experience:

Successfully completed contracted projects by teaming with suppliers, subcontracted labor and project managers. Responsible for maintaining quality assurance programs. Involved in all phases of flooring applications for remodeling and new construction. Maintains total project scope that best utilized time and labor, as well as troubleshooting to avoid potential difficulties.



Attachment Key Personnel

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

Description: Commercial Flooring Products and Services ADSP013-00002054

OFFEROR'S KEY PERSONNEL QUALIFICATIONS

INSTRUCTIONS:

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Cathy Gordon

Project Coordinator

Name

Current Information

Position Currently Held in Firm:	Project Coordinator
Years With Firm:	18 Years
Years in Current Position:	18 Years
Years Experience in Role Under This Contract:	18 Years
Percentage of Employee's Time Dedicated to This Contract:	50%

Related Experience

Project Name Arizona State Prison Complex – Tucson		
Job Title Carpe Tile materials only, for inmate labor install	Project Begin Date 10/25/2012	Project Ending Date 11/9/2012
Duties Performed Related to Proposed Position Operations Coordinator, orders materials, schedules materials for delivery and handles customer invoicing.		
Project Name City of Scottsdale		
Job Title Scottsdale Civic Library – Furnish & Install Carpet Tile	Project Begin Date 8/30/2012	Project Ending Date 9/28/2012
Duties Performed Related to Proposed Position Operations Coordinator, orders materials, schedules materials for delivery and handles customer invoicing.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

Project Coordination of project to include: (page 11, Section 13.3.2), billing (page 18, Section 18.1), volume sales report remittance (page 16, section 9) and general project coordination duties.

CATHY GORDON

Office Manager

EMPLOYMENT:

1994 - Present

Continental Flooring Company
Office Manager, Arizona Division

Related Skills:

Since, 1994, Cathy has been involved in various contract-based projects. She is the Office Manager of the Arizona Division and is responsible for the purchasing, accounts receivable and contract administration functions of the division.



Attachment Subcontractor

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

Description: ADSP013-00002054

Name of Firm: |

OFFEROR'S PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

NO, The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

YES The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offer shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance as part of the response to Questionnaire Item 2.2.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

Name of Firm: **CONTINENTAL FLOORING COMPANY**

SUBCONTRACTOR INFORMATION

Name/Location	Type of Service	Certifications	%
Rite Way Flooring 12221 N. 49 th Drive Glendale, AZ 85304	Installation Services	L-8 – 129159	7%*
Tommie S. Flooring, LLC 9403 N. 49 th Avenue Glendale, AZ 85302	Installation Services	L-13 – 233402	7%*
R and L Flooring, Inc. DBA: Rocky S Flooring 4924 E. Dallas Street Mesa, AZ 85205	Installation Services	L-8 – 208632	7%*
A.C.S. Ceramic Tile, LLC 2845 E. Michelle Way Gilbert, AZ 85234	Installation Services	L-8 – 276782	7%*
J.C.Z. Tile, LLC 10233 N. 87 th Street Scottsdale, AZ 85258	Installation Services	L-48 - 259101	7%*

***Installation Services equals approximately 35% of total contract performance value.**



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any license, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 259101 (Monday, December 10, 2012 8:42:16 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
J Z C Tile LLC 10233 N 87th St Scottsdale, AZ 85258-6212 Phone: (602) 989-3888	CURRENT	L-48 COMMERCIAL LLC	First Issued: 09/29/2009 Renewed Thru: 09/30/2013

License Class & Description **L-48 CERAMIC, PLASTIC AND METAL TILE**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Garrett Dante Glenn	Name Karen Lynn Glenn
Position QP/MEMBER	Qual. Date 09/29/2009
	Position MEMBER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
AZ398197	09/29/2009	\$2,500.00	\$0.00	\$2,500.00	MERCHANTS BONDING COMPANY (MUT	



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Details for License Number 129159 (Monday, December 10, 2012 8:22:03 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Rite Way Flooring 12221 N 49th Dr Glendale, AZ 85304-2213 Phone: (602) 589-6674	CURRENT	L-8 COMMERCIAL SOLE PROPRIETORSHIP	First Issued: 11/17/1997 Renewed Thru: 11/30/2013

License Class & Description **L-8 FLOOR COVERING**

Comments

●[SUSPENDED NON-RENEWAL 12/01/2011 - 12/16/2011]●[SUSPENDED LACK OF BOND 01/07/2011 - 12/13/2011]●[SUSPENDED NON-RENEWAL 12/01/2009 - 06/08/2010]●[SUSP 12/1/04 - 12/14/04 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Michael Doug Dominice Jr
Position QP/OWNER Qual. Date 11/17/1997

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
RSB132785	11/14/2007	\$2,500.00	\$0.00	\$2,500.00	R L I INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AG7554	11/15/2001	11/14/2007	\$2,500.00	\$0.00	\$2,500.00	CONTRACTORS BONDING & INSUR CO	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
7009378	11/17/1997	12/09/2001	\$2,500.00	\$0.00	\$2,500.00	FAR WEST INSURANCE COMPANY	



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Details for License Number 233402 (Monday, December 10, 2012 8:09:06 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Tommie S Flooring LLC 9403 N 49th Ave Glendale, AZ 85302-3504 Phone: (602) 525-0668	CURRENT	L-13 COMMERCIAL LLC	First Issued: 05/24/2007 Renewed Thru: 05/31/2013

License Class & Description **L-13 CARPETS**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Tommie Edward Mitchell
Position QP/MEMBER Qual. Date 05/24/2007

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
Closed Cases							
Disciplined:	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.					
Resolved/Settled/Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
Bond [1] Information							
Number	Effective	Amount	Paid	Available	Company	Notes	
LSM0281049	03/21/2011	\$2,500.00	\$0.00	\$2,500.00	R L I INSURANCE COMPANY		
Bond [2] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
357822C	04/20/2009	07/30/2011	\$2,500.00	\$0.00	\$2,500.00	DEVELOPERS SURETY AND INDEMNIT	
Bond [3] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
FS8144112	05/24/2007	04/20/2009	\$2,500.00	\$0.00	\$2,500.00	GREAT AMERICAN INSURANCE CO	



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Details for License Number 208632 (Monday, December 10, 2012 8:11:33 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
R and L Flooring Inc DBA: Rocky S Flooring 4924 E Dallas St Mesa, AZ 85205-6434 Phone: (602) 469-5160	CURRENT	L-8 COMMERCIAL CORPORATION	First Issued: 06/28/2005 Renewed Thru: 06/30/2013

License Class & Description **L-8 FLOOR COVERING**

Comments

●[SUSP 7/1/07-9/27/07 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name David I Dewane
Position QP/OFFICER Qual. Date 06/28/2005

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
TA1273	06/28/2005	\$2,500.00	\$0.00	\$2,500.00	CONTRACTORS BONDING & INS CO	



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Details for License Number 276782 (Monday, December 10, 2012 8:38:05 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
A C S Ceramic Tile LLC 2845 E Michelle Way Gilbert, AZ 85234-1434 Phone: (480) 654-5120	CURRENT	L-8 COMMERCIAL LLC	First Issued: 01/29/2012 Renewed Thru: 01/31/2014

License Class & Description **L-8 FLOOR COVERING**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Charles Edward Leyva	Name Shari Ilene Leyva
Position QP/MEMBER	Qual. Date 01/29/2012
	Position MEMBER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
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Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
AZ 406273	01/18/2012	\$2,500.00	\$0.00	\$2,500.00	Merchants Bonding Company (Mutual)	



Request for Proposal

Solicitation No.: ADSPO13-00002054

PAGE
1

Description: Organization Profile

OF
1

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

ORGANIZATIONAL PROFILE

Failure to fully address all questions may cause the bid to be determined non-responsive. The Offeror shall have at least three (3) years experience in providing similar type work as stated in this solicitation.

Firm Name Continental Flooring Company					
Year Present Firm was Established 1979		Principal Business Address 9319 N. 94 th Way, Suite 1000, Scottsdale, AZ 85258			
Telephone Number 480-949-8509		Other/Former Names under which your Organization has operated N/A			
CONTRACT REPRESENTATIVES TO CONTACT					
	Name	Title	Telephone Number	E-Mail Address	
1	Christopher L. Coleman	President	480-949-8509	ccoleman@continentalflooring.com	
2	Laura Kuligowska	Sales Representative	480-949-8509	laurak@continentalflooring.com	
EXPERIENCE					
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.					
1	Client Company Maricopa County	Contact Mr. Charles Hinegardner		Begin Date 4/2010	End Date 4/2013
	Address 520 W. Lincoln Street, Phoenix, AZ 85003	Phone Number 602-506-6576	Email Address hinegardner@mail.maricopa.gov		
	Services Provided Furnish and Install Floor Covering				
2	Client Company Pima County Facilities Management	Contact Mr. Tom Gordon		Begin Date 2/2011	End Date 2/2015 (w/renewals)
	Address 150 W. Congress Street, 3 rd Floor Tucson, AZ 85701	Phone Number 520-724-3774	Email Address Tom.gordon@pima.gov		
	Services Provided Furnish and Install Floor Covering				
3	Client Company General Services Administration	Contact Mr. Michael Jennetta		Begin Date 6/23/2000	End Date 6/22/15
	Address 20 North 8th Street, 10th Floor Philadelphia, PA 19107	Phone Number 215-446-5795	Email Address Michael.jennetta@gsa.gov		
	Services Provided Furnish and Install Floor Covering				

* Additional References are available upon request.



Attachment II

Solicitation No.: ADSP013-00002054

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Description: Commercial Flooring Products and Services

OF
47

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

Pricing Instructions II

Offerors shall complete the Excel spreadsheet entitled "Attachment II – Pricing Schedule", and provide all requested information according to the instructions found there. The spreadsheet is found in Attachments section of ProcureAz under the file named RFP ADSP013-00002054.

Flooring Product prices match ProcureAZ line items to be completed by Offeror. Other materials and services may be listed on Attachment II Pricing Schedule for consideration. This statewide solicitation does not offer price differentiation per region.

The Offeror may bid on material and services that would correlate with flooring purchases (including but not limited to design, removal, special installation, repairs, etc.).

1. Offeror shall make available a complete family or line of business of a manufacturer's products at a fixed price per unit of measure. Discounts off list prices shall be offered in fixed prices with one or more discounts per manufacturer. Proposed manufacturers shall provide material in current production and marketed to the commercial and education/government agencies at the time the bid is submitted.
2. Offeror shall provide products and services, as described herein, at a rate for flooring and installation. Unit of measures include SQFT(square feet), SQYD(square yard), LFT(lineal foot) and job or each. Pricing shall be listed on the Pricing Spreadsheet Attachment II of the solicitation and entered per instructions in ProcureAZ line items.
3. Offeror shall provide services, as described herein, at a time and material rate for flooring maintenance, patch and repairs for all carpets/tiles as required by the eligible Agency. Miscellaneous charges should be entered on as a separate line item for Buyer approval.
4. Offerors are entitled to the State Travel policy for distances of travel outside of the 50 miles radius from the starting point of The Arizona State Procurement Office, 100 North 15th Avenue, Phoenix, AZ 85007. All travel related expenses under this contract shall be governed by the State of Arizona's Travel Policy. All State of Arizona Travel Policies and Procedures can be found at <http://www.gao.az.gov/travel/default.asp>



END OF SOLICITATION

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

Solicitation No: **[RFP ADSPO13-00002034]**
Description: **Commercial Flooring Products and Services**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Insurance Company	24082
INSURED Continental Flooring Company 9319 N 94th Way, #1000 Scottsdale, AZ 85258	INSURER B: Ohio Casualty Insurance Company	24074
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W1687383 REVISION NUMBER:

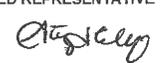
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS (17) 56264714	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS (17) 56264714	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ESO (17) 56264714	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # ADSP013-040451.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees are included as Additional Insureds as respects to the General Liability. It is understood and agreed that the company Waives its right of Subrogation which may arise by reason of a payment of claim under the General Liability. It is further agreed that such insurance as is afforded shall be Primary and

CERTIFICATE HOLDER	CANCELLATION
Arizona State Procurement Office 100 N 15th Ave., Suite 104 Phoenix, AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Continental Flooring Company 9319 N 94th Way, #1000 Scottsdale, AZ 85258	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

non-contributory to any other insurance in force for or which may be purchased by Additional Insured.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CONTINENTAL FLOORING COMPANY

[Work Orders]

See following pages.



9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
 Phone (480) 949-8509 • Toll Free (800) 825-1221
 FAX (480) 945-2603
 Website www.continentalflooring.com

April 24, 2017

Town of Fountain Hills
 Raymond Rees
 16705 E Avenue of the Fountains
 Fountain Hills, AZ 85268

RE: Town of Fountain Hills- Community Center Carpet Replacement
Arizona State Flooring Contract No. ADSP013-040451, Renewal date 1/31/2017

Dear Mr. Rees:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Arizona State Flooring Contract No. ADSP013-040451:

Line	Description	Qty	Price	Extended
MO	Furnish Philadelphia Carpet Tile Hookup Color: Spark	2023 SY	\$20.31 SY	\$41,087.13
90	Install Philadelphia Carpet Tile	2023 SY	\$4.40 SY	\$8,901.20
191	Carpet Base Binding and Installation	2217 LF	\$1.25 LF	\$2,771.25
96	Remove Existing Floorcovering	1920 SY	\$2.44 SY	\$4,684.80
83	Moving of Furniture	1000 SY	\$2.98 SY	\$2,980.00
MO	Furnish Philadelphia Carpet Tile Hookup Color: Spark	27 SY	\$20.31 SY	\$548.37
			Sub Total	\$60,972.75
			Prime contracting tax rate 5.7850% Tax	\$3,527.27
			Total	\$64,500.02

This quote is covered by the terms of the underlying contract and as such contains a pass through provision for applicable sales and use (transaction privilege) taxes. The applicable taxes owed are shown on the quote. Arizona House Bill 2389; relating to Tax Simplification, which took effect January 1, 2015, may modify how taxes are calculated and shown on future quotes and on open market quotations but not on quotes covered by contracts in place prior to January 1, 2015.

Prices listed in this quote include moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases. (Excludes modular furniture, fireproof file cabinets and safes)

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of a maximum of 25lbs of patch for every 300 square yards of material, except as otherwise noted. *Should any unforeseen sub-floor conditions exist additional charges will apply.*

Continental Flooring does not test for asbestos or provide asbestos abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and will hold Continental Flooring harmless relating to asbestos. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. **Cathy Gordon, operations coordinator (480) 949-8509 ext. 289** will contact you when the material for this installation has been received and provide a proposed installation date for your approval.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 204 or on my mobile at (623) 218-8399 or email me directly at **cwalker@continentalflooring.com**.

Respectfully,

Cattie Walker
Continental Flooring Company
Celebrating over 30 years of flooring the public sector