

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

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 1, 2014, 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, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 091-CVCT-0810 dated August 10, 2009, as amended and extended on August 10, 2010, August 5, 2011, August 10, 2011, August 10, 2012, and August 10, 2013, for the Contractor to provide resilient flooring materials and services (collectively, the "Mohave Resilient Flooring Contract"). A copy of the Mohave Resilient Flooring Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 11E-CFC3-0701 dated July 1, 2011, and extended on July 1, 2012, July 1, 2013, and July 1, 2014, for the Contractor to provide carpet and concrete floor applications (collectively, the "Mohave Carpet and Concrete Contract"). A copy of the Mohave Carpet and Concrete Contract is attached hereto as Exhibit B and incorporated herein by reference, to the extent not inconsistent with this Agreement. The Mohave Resilient Flooring Contract and the Mohave Carpet and Concrete Contract are collectively referred to herein as the "Mohave Contract."

C. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Contractor, and the Mohave Contract permits its cooperative use by other public entities including the Town.

D. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with replacement flooring at the Community Center, as more particularly set forth in Section 2 below (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 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 October 31, 2014, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Mohave Contract and the Quotation, attached hereto as Exhibit C and incorporated herein by reference.

3. 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 Mohave Contract will be held at Contractor's risk and may be returned to the Contractor. 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: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an amount not to exceed \$18,392.89 for the Materials and Services at the unit rates set forth in the Mohave Contract and the Quotation attached hereto as Exhibit C.

5. 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 Mohave 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 Mohave Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 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 7 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.

7. 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.

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 the 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 the 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, the Mohave 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 Mohave 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 Mohave 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 Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be “Mohave” (as defined in the Mohave Contract) for the purposes of the portions of the Mohave 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 Mohave to the extent provided under the Mohave 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.

[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

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared Kenneth W. Buchanan, 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]

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

[Mohave Resilient Flooring Contract]

See following pages.



7/15/2013

Extension of Contract (Page 1 of 2)

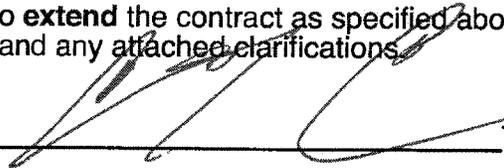
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

RE: Contract # 09I-CVCT-0810 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09I-CVCT-0810 for a period of one (1) year, beginning 8/10/2013. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 09I-0706.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed
Name Christopher L. Coleman Date July 24, 2013

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 8/10/2013, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09I-CVCT-0810 effective 8/10/2013, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Continental Flooring Company 09I-CVCT-0810

Pricing Update:

We list your contract as having predominantly Percentage off retail pricing. Please check the applicable lines below:

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

We will provide new catalogs by _____(insert date)

I intend to provide pricing _____(insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached.

What products or services in your contract support environmental protection and sustainability?

Please see attached.

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached.

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

Please see attached.

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Please see attached.

Any other "green" considerations we should make members aware of?

Please see attached.

Green Contracting:

In our on-going commitment to green procurement, we ask you to review the following with regard to your contract:

- 1. *Are there environmental protection and sustainability considerations that could be added into your contract?***

There currently are no environmental protection and sustainability considerations that should be built into our contract. All of the floor covering and adhesive manufacturers offered on contract offer products which are CRI Green Label Plus Certified, contain post-consumer recycled content and qualify for LEED for schools rating systems. In addition, their manufacturing practices and plants have been awarded a variety of Eco-Awards. Furthermore, any materials removed from a project which are recyclable are taken to our preferred recycling vendor "Planet Recycle".

- 2. *What products or services in your contract support environmental protection and sustainability?***

All of the products and manufacturers offered on our contract support environmental protection and sustainability.

- 3. *Identify the services in your contract general accepted as environmentally friendly and sustainable.***

All materials removed from job sites which are recyclable are taken to our preferred recycling vendor "Planet Recycle."

- 4. *What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?***

Each of the product manufacturers offered under our contract have dedicated themselves to creating more environmentally friendly products, in a more sustainable manor, year after year. Detailed information is available on each of their websites under Environmental Commitment. If so desired, we would be happy to provide Mohave Educational Services with a copy of the environmental brochures published by each of our manufacturers.

- 5. *What testing or certifications (such as LEED certification) do the products or services in your offer support?***

LEED points are assigned to each product individually. All of the manufacturers offered under our contract provide a LEED calculator on their website. In addition, Continental Flooring Company would be happy to calculate and provide this information at the client's request. LEED Certification is the primary certification within our industry which would be of interest to the Mohave Educational Service's customer. Other product specific testing and certifications performed are available for downloaded by product from each manufacturer's website.

- 6. *Any other "green" considerations should we make members aware of?***

The floor covering industry continues to grow and move forward within the "green" community. As new "green" processes are discovered, changes are incorporated into new and existing product lines. The floor covering industry has implemented many green manufacturing practices. These practices and awards are proudly displayed on each of the manufacturer's websites.



7/23/2012

Extension of Contract

(Page 1 of 2)

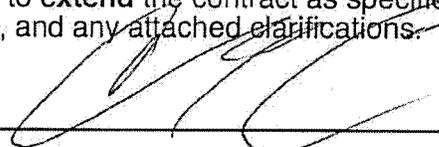
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

RE: Contract # 09I-CVCT-0810 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09I-CVCT-0810 for a period of one (1) year, beginning 8/10/2012. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 09I-0706.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed
Name Christopher L. Coleman Date July 23, 2012

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 8/10/2012, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09I-CVCT-0810 effective 8/10/2012, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

Continental Flooring Company **09I-CVCT-0810**

Pricing Update:

We list your contract as having predominantly Percentage off retail pricing. Please check the applicable lines below:

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

We will provide new catalogs by _____ (insert date)

I intend to provide pricing _____ no later than 8/30/2012 _____ (insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached

What products or services in your contract support environmental protection and sustainability?

Please see attached

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

Please see attached

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Please see attached

Any other "green" considerations we should make members aware of?

Please see attached



Continental Flooring Company
Via Email

WWW.MOHAVE.ORG

August 5, 2011

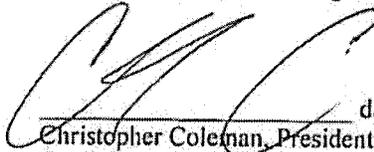
Agreement to amend the general terms and conditions regarding: Issuing performance and payment bonds.

Mohave's previous contract requirements for payment and performance bonding followed the Arizona Administrative Code, Title 7, Chapter 2, Article 11: R7-2-1112 (A, B, C, D). However, this requirement was not applicable to all Mohave Members. The following amendment replaces the previous requirement in the general terms and conditions for issuing performance and payment bonds. The general terms and conditions regarding the issuing of payment and performance bonds has been amended as follows:

Issuing performance and payment bonds: Upon execution of a contract between a Mohave Member and the prime contractor, performance and payment bonds shall be provided to the Member as required in ARS §§ 34-222, 34-223, 28-6923, 41-2574, or R7-2-1112 (A, B, C, D), as applicable. The prime contractor agrees to notify the Mohave Member in writing of this requirement before accepting any work orders.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For Members who are required to obtain performance and payment bonds per the above requirements, Continental Flooring Company agrees to provide these bonds to the Member. This agreement is effective August 15, 2011.

Signature below indicates agreement to modifications as listed.


dated 8/8/2011
Christopher Coleman, President
Continental Flooring Company


dated 8/9/11
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

8/2/11 MSC



7/27/2011

Extension of Contract

(Page 1 of 2)

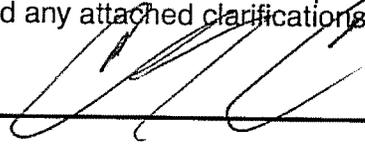
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

RE: Contract # 09I-CVCT-0810 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09I-CVCT-0810 for a period of one (1) year, beginning 8/10/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 09I-0706.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed Name Christopher L. Coleman Date July 29, 2011

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 8/10/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09I-CVCT-0810 effective 8/10/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Continental Flooring Company 09I-CVCT-0810

Pricing Update:

We list your contract as having predominantly Percentage off retail pricing. Please check the applicable lines below:

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_____ We will provide new catalogs by _____ (insert date)

I intend to provide pricing _____ no later than 8/30/2011 _____ (insert date)

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Green contracting:

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Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached

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Please see attached

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached

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7/12/2010

Extension of Contract

(Page 1 of 2)

Serving Arizona Since 1971

▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

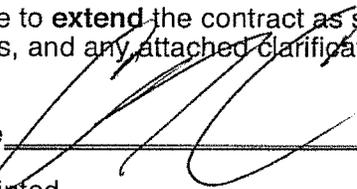
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way. #1000
Scottsdale, AZ 85258

RE: Contract # 09I-CVCT-0810 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09I-CVCT-0810 for a period of one year (1) year, beginning 8/10/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 09I-0706.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed Name Christopher L. Coleman Date July 20, 2010

Please check the information below.

POs Att: Order Desk Continental Flooring Company 9319 N. 94th Way. #1000 Scottsdale, AZ 85258	Remit to: Continental Flooring Company Accounts Receivable 9319 N. 94th Way. #1000 Scottsdale, AZ 85258
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Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 8/10/2010, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09I-CVCT-0810 effective 8/10/2010, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Continental Flooring Company 09I-CVCT-0810

Pricing Update:

We list your contract as having predominantly Percentage off retail pricing. Please check the applicable lines below:

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

We will provide new catalogs by 9/15/2010 (insert date)

I intend to provide pricing 9/15/2010 (insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached.

What products or services in your contract support environmental protection and sustainability?

Please see attached.

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached.

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

Please see attached.

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Please see attached.

Any other "green" considerations we should make members aware of?

Please see attached.

Green Contracting:

In our on-going commitment to green procurement, we ask you to review the following with regard to your contract:

- 1. *Are there environmental protection and sustainability considerations that could be added into your contract?***

There currently are no environmental protection and sustainability considerations that should be built into our contract. All of the floor covering and adhesive manufacturers offered on contract offer products which are CRI Green Label Plus Certified, contain post-consumer recycled content and qualify for LEED for schools rating systems. In addition, their manufacturing practices and plants have been awarded a variety of Eco-Awards. Furthermore, any materials removed from a project which are recyclable are taken to our preferred recycling vendor "Planet Recycle".

- 2. *What products or services in your contract support environmental protection and sustainability?***

All of the products and manufacturers offered on our contract support environmental protection and sustainability.

- 3. *Identify the services in your contract general accepted as environmentally friendly and sustainable.***

All materials removed from job sites which are recyclable are taken to our preferred recycling vendor "Planet Recycle."

- 4. *What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?***

Each of the product manufacturers offered under our contract have dedicated themselves to creating more environmentally friendly products, in a more sustainable manor, year after year. Detailed information is available on each of their websites under Environmental Commitment. If so desired, we would be happy to provide Mohave Educational Services with a copy of the environmental brochures published by each of our manufacturers.

- 5. *What testing or certifications (such as LEED certification) do the products or services in your offer support?***

LEED points are assigned to each product individually. All of the manufacturers offered under our contract provide a LEED calculator on their website. In addition, Continental Flooring Company would be happy to calculate and provide this information at the client's request. LEED Certification is the primary certification within our industry which would be of interest to the Mohave Educational Service's customer. Other product specific testing and certifications performed are available for downloaded by product from each manufacturer's website.

- 6. *Any other "green" considerations should we make members aware of?***

The floor covering industry continues to grow and move forward within the "green" community. As new "green" processes are discovered, changes are incorporated into new and existing product lines. The floor covering industry has implemented many green manufacturing practices. These practices and awards are proudly displayed on each of the manufacturer's websites.



Continental Flooring Company
Laura Kuligowska

08/07/2009

Congratulations, Continental Flooring Company response has been awarded a contract under IFB 09I-0706. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Continental Flooring Company. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB
Director of Contracting Programs

NOTES ON AWARD FOR: Continental Flooring Company.

- Award is effective Monday, August 10th, 2009.
- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Michael Carter: michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Bid included a quick payment discount of ~~2%~~ 20 days. Any future quick payment discounts or revisions must be approved by Mohave before being offered to Members, and must be available equally.

→ Error in Award letter.
Quick pay discount is 1% 20 days.
See email dated 8/28/10 w/ vendor
or Tab 7
Appendix B,
Question #10

ORDER CYCLE OVERVIEW:

1. Members forwards purchase orders to Mohave. Vendor is Continental Flooring Company.
2. Mohave emails Member order to Continental Flooring Company.
3. Continental Flooring Company provides product/services.
4. Continental Flooring Company invoices Member.
5. Member pays Continental Flooring Company.
6. Continental Flooring Company sends Usage and Reconciliation Report to Mohave.
7. Continental Flooring Company remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

①
6/28/10

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- Most product lines offered have been awarded, with the following exceptions that are excluded from your award:
 - All Armstrong Commercial Flooring hardwood flooring products including, sports flooring applications, and installation of these products.
 - All Daltile ceramic tile products offered and installation of these products.
 - Installation of standard carpet and carpet tile.
- An annual electronic price update is required for all product lines awarded. Pricing must be submitted in an electronic format, using the workbook submitted with your proposal.
- Verify if Flexco Commercial Pricelist dated October 1, 2007 is the most current pricing for this product. If not, submit an updated pricelist in electronic form. Verification or updated pricelist must be submitted to: Michael Carter michael@mesc.org by 5:00pm on Thursday 20th, 2009. If not received at the date and time specified, the 10/01/07 Flexco pricelist will be considered the most current.

NOTES ON AWARD FOR: Continental Flooring Company (con't)

REQUIREMENTS/ACTION ITEMS FOR THE AWARD (con't):

- Some product manufacturer's catalogs include a broken carton and minimum order charges. Please state if these charges apply. Please provide pricing for these charges on a revised pricing workbook. Submit revised workbook to: Michael Carter michael@mesc.org by 5:00pm on Thursday 20th, 2009. If not received by the date and time specified, these charges will be dropped from pricelist and not be allowed under your contract.
- All promotional pricing (discounts, promotional pricing, etc.) must be approved by Mohave, prior to being offered to any of our members.
- Your monthly reconciliation report is due to us on the 30th of each month.
- In accordance with Arizona law and your Mohave contract, 100% performance and payment bonds must be provided to the member prior to performing work on projects over current bid threshold limit of \$33,689.00.

MSC/08/07/2009

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

The delivery address for
solicitations is now:
211 N. 7th Street
Kingman, AZ 86401
Due by 3:00pm MST

INVITATION FOR BID 09I-0706
DUE JULY 06, 2009 @ 3:00 P.M. MST

Bids shall be delivered to Mohave Educational Services Cooperative, Inc., 211 N. 7th Street, Kingman, AZ 86401. Bids must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., with IFB 09I-0706, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of bids. Bids must be in the actual possession of Mohave on or prior to the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time. The name of each bidder and a sample of prices will be publicly read and recorded.

Pursuant to the provisions in the Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for sources for the following materials, equipment and/or services:

- **RESILIENT FLOORING**

PRE-BID CONFERENCE: NONE

This solicitation consists of instructions, general terms and conditions, award criteria, bid form, form of contract, special terms and conditions, and specifications. Bidders are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at bidder's risk.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its members.

Questions regarding this Invitation For Bid should be directed to:

Michael S. Carter, Contract Specialist I
Craig A. McKee, CPPB, Director of Contracting Programs

Email contracts@mesco.org
(928) 753-6945



Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

Date: June 4th, 2009

Rev. 09-01

Offer and Contract Award

Place after Tab 1

**IFB 09I-0706
Resilient Flooring**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-0369902

Company Name Continental Flooring Company

Address 9319 N. 94th Way, #1000 City Scottsdale State AZ Zip 85258

Telephone Number (480) 949-8509; (800) 825-1221 Fax (480) 945-2603

Printed Name Christopher L. Coleman Title President

Authorized Signature 

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from member with Mohave's review noted.



If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this IFB place your initials in the box. (See Appendix H for details.)



If you are unable to service New Mexico, please initial this box.

Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 09I-CVCT-08 03

Awarded this 3RD day of AUG-UST 2009.



Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

IFB Preparation & Checklist

You have received this solicitation because of information that you provided on Mohave's online potential bidders registration. Review this document in its entirety to make sure you fully understand the products and services that we are requesting. Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

To be considered, your bid must arrive at Mohave's Kingman office (211 N. 7th St, Kingman AZ 86401) on or before 3:00 p.m. MST on Monday, July 6th, 2009.

Offeror shall organize the bid in the following manner:

_____ **Step ONE:**

Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**

Obtain a set of three-hole punched index dividers with 9 tabs. Bid shall be submitted in a 3-ring binder.

_____ **Step THREE:**

_____ **Tab 1: Offer & Contract Award**

The Offer and Contract Award page is **signed** and placed after Tab 1.

_____ Addenda, if any, are placed after Tab 1.

_____ **Tab 2: Introduction**

Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

_____ **Tab 3: General Terms and Conditions &**

A completed copy of the General Terms & Conditions (pages 5-22) and the Standard Terms & Conditions for Construction (pages (23-29) is placed after Tab 3.

_____ A copy of the General Terms and Conditions Acceptance Form & the Standard Terms & Conditions for Construction (page 30) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 4: Offeror Qualifications**

_____ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

_____ The financial documents requested in the Offeror Qualifications are placed after Tab 4.

_____ The certificate of insurance requested in the Offeror Qualifications is placed after Tab 4.

_____ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

_____ A completed Special Terms and Conditions and Scope of Work and Specifications Acceptance Form is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

IFB Preparation & Checklist (con't)

_____ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

Tab 6: Price & Discount Schedule

_____ A complete printed copy of your price schedule(s), is placed after Tab 6.

_____ A CD with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information, is placed after Tab 6.

Tab 7: Required Forms

_____ All remaining required forms are completed and placed after Tab 7, as follows:

_____ Questionnaire for Offeror (Appendix B)

_____ Support and Maintenance Plans (Appendix C)

_____ Manufacturer's Representative & Business Ownership Information (Appendix D)

_____ N/A Telecommunications & Information Systems Compliance Worksheets (Appendix E & F)

_____ Bid bond or alternate bid security in the amount of \$33,689.00.

Tab 8: Additional Information

_____ Supplementary information (3.0 questions) and additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

_____ Details of manufacturer's standard and extended warranty plans are provided after Tab 8.

_____ Your current bonding capacity and how much bonding capacity will be available for this contract

Tab 9: Preparation & Checklist, Descriptive literature & supporting printed data

_____ This completed form, placed after Tab 9.

_____ Descriptive literature and any other additional company information are placed after Tab 9.

_____ Complete specifications for all products offered in this bid (paper or CD).

Step FOUR:

_____ Confirm that the bid is complete and signed on page 2 by an authorized representative.

Step FIVE:

_____ Make a complete copy of your bid for your records.

Step SIX:

_____ Place your complete bid in a sealed envelope or box and send to Mohave so that it arrives **on or before 3:00 p.m. MST on Monday, July 6th, 2009.**

Generally, Mohave takes between three to six weeks to fully evaluate and award contracts. If you are interested in obtaining a copy of the list of respondents after the bid opening, send an email to contracts@mesc.org.

General Terms and Conditions

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

General Terms and Conditions (con't)

CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder 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.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate bidder's business. Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, bidder will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Bidder does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by bidder. Clarification does not give bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL INFORMATION

Confidential information request: If bidder believes that its bid contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination.

Pricing: Mohave will not consider pricing to be confidential or proprietary.

Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

General Terms and Conditions (con't)

COOPERATIVE PURCHASING

Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

Cooperative purchasing contracts: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements.

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by bidder. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified in Tab 7.

ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

EVALUATION & AWARD

Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects to determine the low responsive and responsible bid. It is Mohave's intent to award a complete line of products, when possible and advantageous.

Criteria: The evaluation criteria for this solicitation are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the bid, required forms and product lines offered; 3) service capabilities for all regions of the state; 4) Price; 5) availability of maintenance beyond warranty period; 6) references and Past Performance Information (PPI) review; and 7) other specific evaluations described in R7-2-1031: transportation costs; energy costs; ownership costs; and/or life cycle costs.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a bid may result in disqualification. Language to the effect that bidder does not consider this solicitation part of the contract may result in rejection of the bid.

Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

General Terms and Conditions (con't)

EVALUATION & AWARD (con't)

Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Telecommunications and information systems: Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total member costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the member and support areas through the bid, including reasonable projected reductions in program costs and increases in productivity of personnel).

Total costs: Total member costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the bid. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the bid. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

General Terms and Conditions (con't)

FEDERAL & STATE REQUIREMENTS

Business Operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran

Compliance with Federal and state requirements: Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with state of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

Compliance with workforce requirements: Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

Contractor Employee Work Eligibility: By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and 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. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

General Terms and Conditions (con't)

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Invitation For Bids, the awarded bid(s), and properly issued Member purchase orders referencing the requirements of the Invitation For Bids. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the bid.

Vendor contract documents: Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

INDEMNIFICATION

General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed bid response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238), e-mailed to contracts@mesc.org or via phone (928-753-6945).

General Terms and Conditions (con't)

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contact.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LEASES AND RENTALS

Availability of leasing: Leasing plans offered for the contract must be priced as specified in Tab 6. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

Lease requirements: Mohave must be apprised of member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the bid, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Bidder must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to member.

Sell or assignment of lease: No sale of a contract to a third party will be made without informing member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, bidder must include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Bidders submitting bids as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, that bidder is authorized to submit an offer on such equipment, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

General Terms and Conditions (con't)

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Except as authorized by ARS §41-2534 and/or R7-2-1028-B, late offers shall not be considered. Late offers will be returned unopened within ten (10) days of request.

Offer acceptance period: A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

Withdrawal of bid: At any time prior to the specified due date and time, bidder may withdraw his bid. After the opening time and date, bids may not be withdrawn, except as allowed by R7-2-1030.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

Audit of Contract Activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date will be processed and are considered valid until order fulfillment, or cancellation by the Member.

Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

General Terms and Conditions (con't)

OVERVIEW (con't)

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Contract claims or controversies: The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Eligible agencies: Any contract awarded from this solicitation shall be available to any and all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Bidder qualifications: Bidder shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the bid and/or its own investigation of the company.

Order cycle overview:

1. Member forwards purchase orders to Mohave. Vendor listed on purchase order is contract vendor.
2. Mohave emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Usage and Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

Bid opening: Bids shall be opened immediately following the bid due date and time. A sample of each bid pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

General Terms and Conditions (con't)

OVERVIEW (con't)

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

Removal from potential bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Invitation for Bids for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

Title: Purchase orders placed under this contract are on behalf of its members. As such, title to goods passes directly from Contractor to member. Title does not pass to Mohave. Mohave is not a reseller of goods.

PAYMENT

Billing: All invoices shall list the applicable Member purchase order number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member directly for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

Reporting and Payment of Administration Fees to Mohave: The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10th, 20th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website (www.mesc.org/solicitations/sample_recon.xls)

Overpayment: Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

General Terms and Conditions (con't)

PAYMENT (con't)

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Quick pay discounts: Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Mohave contract number.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, transaction privilege tax, travel, lodging, M&IE, permits, etc.)

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

PREPARATION OF BID & BID FORMAT

Amendment of bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed bids shall not be considered.

Bid submittal: One (1) original bid shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Bid shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD with electronic copies of your submitted documents, if available.

Bids must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Compliance with instructions: Bidder's ability to follow bid preparation instructions in this solicitation will be considered an indicator of bidder's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the bid will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

Cost of bid preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Receipt of bids: Bids must be in the actual possession of Mohave on or prior to the exact time and date set for bid opening.

Sealed envelope or package: Bid shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

General Terms and Conditions (con't)

PREPARATION OF BID & BID FORMAT

Signature(s) on bids: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in bid. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of bid.

Wording in response: Bidder shall indicate "comply" or "deviate" for each specification where requested in bid document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

PRICING

Administration fee: Mohave's 1% administration fee shall be included in bidders's net price. Contractor shall not add the administration fee to approved contract prices.

Basis for pricing: Contract pricing under this IFB must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the bid)
- 3) A combination of the above

Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of bid.

Catalogs/price list copies: Contractor shall furnish Mohave with copies of approved price list(s).

Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

Discounts: Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

Effect of price: No contract shall be awarded solely on the basis of price.

Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in bid. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contractor that was out of contractor's control.

Fixed price review: Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

New catalogs/price lists: New price lists or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists or catalogs shall apply to the contract only upon approval from Mohave. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

General Terms and Conditions (con't)

PRICING (con't)

Meals and incidental expenses (M&IE), transportation and lodging: Contractor may charge for meals, transportation and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Current rates, as used by contractors, may increase or decrease as updated by the Arizona Department of Administration. Lodging varies by time of year and location. Receipts may be required for reimbursement.

Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

Telecommunications and information systems: All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices.

PRODUCT LINES

Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products: New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

General Terms and Conditions (con't)

PROTESTS

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to bid specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Bidder shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder will be considered abandoned, and Mohave shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if bidder agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

General Terms and Conditions (con't)

SHIPPING (con't)

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Contractor Employee Fingerprinting: If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Member's Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

Preparation: Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

SPECIFICATIONS

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

General Terms and Conditions (con't)

SPECIFICATIONS (con't)

Deviations from specifications: Bidder shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the bid.

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

SUBCONTRACTORS

Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost bid to member.

Subcontractor payment: Contractor agrees to pay subcontractors in a timely manner, in no case more than fourteen (14) days after receipt of payment from Member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: Most members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. Installation of equipment which becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

Transaction privilege tax must not be charged on Mohave's administration fee.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

General Terms and Conditions (con't)

TAXES (con't)

Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering member determines if and when transaction privilege taxes are to be applied. Documentation for members who do not pay Transaction privilege tax is available upon request. Contractor is responsible for charging taxes correctly.

Taxes on construction: Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Taxes on shipping: Transaction privilege tax may not be collected on delivery charges to the member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the bid documents, and continued competitive prices for the materials and services provided under the contract.

TRADE-IN EQUIPMENT

Member and contractor shall determine values placed on trade-in products. Trade-in equipment shall be dismantled by contractor and removed at contractor's expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

General Terms and Conditions (con't)

WARRANTY/QUALITY GUARANTEE (con't)

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

Standard Terms and Conditions for Construction

BID SECURITY

Amount of bid security: Amount of bid security: All bidders for a contract under this IFB must include acceptable bid security in the amount of **\$33,689.00** with the submission of their offer.

Bid security requirement: School procurement rules [R7-2-1111 (A)] require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

Form of bid security: Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C)]. Bid security may be provided using a form similar to the Arizona Department of Administration State Purchasing Office (SPO) Form 301A with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. being the Agency of Record. (See last pages of this IFB for forms.)

CHANGE ORDERS

Adherence to specifications and drawings: The contractor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contractors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

Change order requirement: Member and contractor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Mohave shall notify contractor of approval of the change prior to contractor starting the revised work.

Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contractor, shall be borne by the contractor, and the contractor shall not be entitled to reimbursement for such costs.

CONSTRUCTION CONTRACTS

Buyer delays: As required by ARS §15-213 (D), the prime contractor will negotiate with member for the recovery of damages related to expenses incurred by the contractor for a delay for which the member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the prime contractor by the member.

Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this IFB if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required. The fact that a current owner has an existing contract should not be a factor in the sale of the company.

Standard Terms and Conditions for Construction (con't)

CONSTRUCTION CONTRACTS (con't)

Construction contract requirement: In any contract between the prime contractor and a Mohave member based on this contract, the terms and conditions of this contract will prevail. In any contract between the Member and the prime contractor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county, and state offices needed to accomplish the work. The actual cost of permits and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

Form of construction contracts: A contract between the member and the prime contractor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Member representative: All formal contact between the contractor and/or contractor's personnel and the Member shall be processed through the member representative. The buying member shall designate the member representative at the time of purchase.

Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

Work performed by the buying member: Work to be performed by the member must be clearly described and agreed to by the buyer prior to project start up.

CONSTRUCTION SCHEDULE

Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

Schedule requirement: The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The buyer shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contractor to complete the project on schedule.

COORDINATION

Conflict with member activities: The contractor and member shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contractor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

Coordination with other contractors: The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

Interruption of other work: The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

Standard Terms and Conditions for Construction (con't)

DELIVERY OF CONSTRUCTION MATERIALS:

Condition of materials on delivery: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or unlabeled materials will not be accepted.

Delivery requirement: The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.

Precautions: The contractor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

INSURANCE

Course of Construction Insurance: Upon request from member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property.

Deductibles: Contractor shall pay the deductibles required by the insurance provided under this agreement.

Indemnification: During the life of the contract, contractor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contractor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contractor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contractor shall provide Mohave and/or member with a certificate of insurance naming Mohave and/or the buying member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the Owner has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Scope of Insurance: Contractor's insurance shall provide adequate protection for contractor and contractor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) or Great Britain, and licensed or authorized to do business in Arizona.

LABOR PRACTICES

Labor practices: The prime contractor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.

Labor requirements: The method and manner of performance must be stated: employees of the prime contractor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the prime contractor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the member employees and company employees will be clearly stated.

Quality control: The member shall have the right to require the contractor to remove from the project any employee or representative of the contractor, its subcontractors or suppliers that the buyer may deem incompetent, careless, insubordinate, or otherwise unacceptable.

Standard Terms and Conditions for Construction (con't)

LABOR PRACTICES (con't)

Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

Supervision: The contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the member and the contractor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contractor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other member costs will be identified in writing and agreed upon.

PERFORMANCE AND PAYMENT BONDS

Form of performance and payment bonds: Performance bonds between the member and the prime contractor shall be on forms similar to SPO Form 302. Payment bonds between the member and the prime contractor shall be on forms similar to SPO Form 303.

Issuing performance and payment bonds: Upon execution of a contract between a member and the prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1112 (A, B, C, D). The prime contractor agrees to notify the member in writing of this requirement before accepting any work orders.

If the prime contractor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contractor will supply Mohave with a copy of the bonds for our records, upon request.

Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona.

PROGRESS PAYMENTS

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the member; it is the responsibility of the Member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

Standard Terms and Conditions for Construction (con't)

PROGRESS PAYMENTS (con't)

Schedule of payments: Once all bonds are in place, the prime contractor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1115 (C).

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by member within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B)]. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that payments must be made by the member before Member can issue progress payments. The prime contractor must provide member with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

PROJECT ADVERTISING

The prime contractor must agree that the member reserves the right to release information about the project and that any advertising of the project by the prime contractor must be approved by an authorized official of the member.

PROJECT COMPLETION

Project documents: Upon completion of the work, the contractor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PUBLIC WORKS

Preservation: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

Receipt of public funds: Contractors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

Residency requirement: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Restoration: The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the buyer.

Standard Terms and Conditions for Construction (con't)

PUBLIC WORKS (con't)

Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (see ARS § 34-461)

RETENTION

Fifty percent completion adjustments: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to member for each progress payment

Substitute security: If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E). If a substitute security is agreed to, the prime contractor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, the member, or the prime contractor in relationship to the security assigned.

RULES, REGULATIONS AND CODES

Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the buyer of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise member contact person whenever work is expected to be hazardous to school children, district employees and/or operators.

SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing printed by the Corporate and Financial Affairs Division of the Arizona Department of Insurance, 2910 North 44th Street, Suite 210, Phoenix, AZ 85018-7256, (800) 325-2548.

Standard Terms and Conditions for Construction (con't)

WARRANTY/MAINTENANCE CONTRACTS

Extended warranties/service contracts: The prime contractor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged before installation as part of the purchase contract. This training will be priced per contract pricing.

Warranty work: The contractor will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

WORKSITE

Site access: The member must provide an all-weather road to the site and prepare the site with room for construction equipment.

Site conditions: The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Stored Materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**General Terms & Conditions and
Standard Terms & Conditions for Construction
Acceptance Form**

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions and the Standard Terms and Conditions for Construction:

- We take no exceptions to the general terms and conditions and the standard terms and conditions for construction
(Note: If none are listed below, it is understood that no exceptions are taken.)
- We take the following exceptions to the general terms and conditions and the standard terms and conditions for construction (Provide details on your exceptions below):
(Note: Unacceptable exceptions may remove your proposal for consideration of award.)

RESILIENT FLOORING

Place after Tab 5

Mohave desires to contract with a qualified vendor or vendors to provide quality Resilient Flooring Services are sought for Mohave's statewide membership.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands of including Armstrong, Mannington, Azrock, Roppe, Johnsonite, Flexco, Mapei, and Ardex including and not limited to: Resilient Flooring, and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts for FY2008 was \$440,623.41, and year to date for FY2009 was \$114,145.76. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2009 amount. This information is provided as an aid to vendors in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The successful bidder(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-28. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 46). Place page 46 after Tab 5.

- 1.1 All offerors must download and complete the 09I Resilient Flooring WB.XLS Workbook titled "09I RESILIENT FLOORING WB.xls" located at <http://www.mesc.org/solicitations.html>. Provide a CD with the completed spreadsheet in your response. Failure to provide and complete the 09I Resilient Flooring Workbook may render the bid non-responsive. *Place after Tab 6.*
- 1.2 If awarded a contract, all future pricing updates shall be based on the electronic workbook.
- 1.3 Provide a letter from your Surety company that states your current bonding capacity and how much bonding capacity will be available for this contract. The required minimum bonding capacity for this contract shall be \$350,000.00
- 1.4 Bidder shall provide a bid bond or alternate bid security in the amount of **\$33,689.00**. *Place after Tab 7.* Note: Bid security as a percentage of the bid value is not acceptable. (i.e. - 10 % of contract award)
- 1.5 Leasing is not requested with this solicitation.
- 1.6 Descriptive literature must be provided for all products and services offered. Literature in electronic format is preferred. Product literature shall provide information sufficient to determine compliance with the specifications. *Place after tab 9.*
- 1.7 All products shall comply with the current applicable provisions and standards of the following: American National Standards Institute (ANSI); International Standards Organization (ISO); and American Society for Testing and Materials (ATSM).
- 1.8 All warranties will begin on the date of final acceptance by the member.
- 1.9 Flooring shall have minimum 5 year warranty against manufacturing defects. All other products and services shall be guaranteed free from defects and any faulty workmanship for a period of at least one (1) year after final acceptance.

RESILIENT FLOORING (con't)

1.0 Special Terms and Conditions (cont'd)

- 1.10 Bidder and contract vendor shall possess trained and qualified staff for any and all services offered.
- 1.11 All work shall be accomplished in conformance with applicable federal, state, or local fire and safety requirements.
- 1.12 Condition of the site prior to start up will be agreed upon between member and contract vendor, and shall be written into any construction contract.
- 1.13 Contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and Contract vendor's name. Damaged or unlabeled materials may not be accepted.
- 1.14 Contract vendor shall assume full responsibility for protection and safekeeping of any stored materials.
- 1.15 Contractor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with member's contact person.
- 1.16 Contract vendor shall advise member representative whenever work is expected to be hazardous to school children, member employees and/or operators.
- 1.17 Contract vendor and member shall develop a schedule that clearly indicates construction milestones, time periods and deadlines. Contract vendor must be willing to coordinate its activities with those of other trades working on the same project.
- 1.18 Mohave member retains the right to extend schedule of work or to suspend work and to direct contractor to resume work when appropriate. An equitable adjustment for documented and substantiated added costs caused by any member directed suspension may be paid to contractor. Such adjustments will be authorized by a revised purchase order sent to Mohave for review and be invoiced directly to member upon Mohave approval.
- 1.19 During the course of work, member may secure samples of materials being used from containers at job site and submit them to an independent laboratory for comparison to specified material. Contract vendor shall be notified of the results of any such tests, upon request to member.
- 1.20 Should test results prove that a material is not functionally equal to specified material, contractor shall pay for all testing, and material installed and found not to comply with the specifications shall be removed and replaced with conforming materials at no additional charge to member.
- 1.21 Contract vendor shall assure that all tools used at the worksite are operated, serviced, maintained, refueled and stored in compliance with applicable standards.
- 1.22 Upon completion of work, the worksite must be clean and free from debris.
- 1.23 All waste materials will be handled in compliance with applicable standards. Removal and disposal of waste materials and debris shall comply with applicable standards, building codes and regulations.
- 1.24 When any aspect of installation or removal of flooring is not covered by a building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in America.
- 1.25 No products that contain asbestos fibers shall be used.
- 1.26 Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state and federal laws for the handling and disposal of asbestos.
- 1.27 Materials must be resistant to common solvents, mild solutions of sugars, acids or alkalines, oil, common stains, and ordinary fungicidal/bacteriological growths.

RESILIENT FLOORING (con't)

1.0 Special Terms and Conditions (cont'd)

- 1.28 Member may request performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of contract.
- 1.29 Contract vendor shall carefully examine all required elements of a project before submitting a quote or proposal.
- 1.30 Contract vendor shall promptly notify member if contractor finds discrepancies in, or omissions from, plans, drawings, specifications, and/or any other documents for any project. Member shall issue written instructions upon such notification. Member shall not be responsible for oral instructions or information.
- 1.31 Standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with specifications and recommendations of the manufacturer of the product to be installed.
- 1.32 Where applicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevations. Under no circumstances will contractor make adjustments to or alter in any manner the member's existing facilities without prior approval from member's authorized representative
- 1.33 Hours allowed to work on a project shall be established by member and the contract vendor shall abide by this policy. Weekend work shall be permitted as long as contract vendor submits this request to member and member approves request. Contract vendor shall clean up the project, and secure both equipment and project site for non-working hours.
- 1.34 All work areas shall be identified by signage, warning tape, or other warning devices, as required by law and ordinary business practices. All such signs shall be the property of the contract vendor, shall remain until the work is finished in any particular area, and be picked up by the contract vendor at the conclusion of the work.
- 1.35 Any costs to move furniture and/or plumbing fixtures shall be included in the member's purchase order to the contract vendor. *Place pricing for such services after Tab 6.*

RESILIENT FLOORING (con't)

2.0 Scope of work and specifications

Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 46) Place pages 31-38 after Tab 5.

Requirement	Comply	Deviate*
2.1 RESILIENT FLOORING – General Requirements		
2.1.01 Contract vendor must be able to install cove base, have skill in installing on stairs, staircases, risers and riser boards, be able to level flooring to prepare for installation of flooring, and provide other custom installation services, as needed.	X	
2.1.02 Contract vendor shall provide all labor, materials, equipment, and services required to complete the project according to the schedule developed with member. All required bonds will be provided to member.	X	
2.1.03 All work shall be accomplished in accordance with material and/or equipment manufacturer's instructions. Prior to performing any work, contractor shall make himself and his personnel aware of such instructions.	X	
2.1.04 If contractor prepares drawings, member shall approve such drawings prior to contracting starting any work.	X	
2.1.05 Contract vendor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	
2.1.06 Contract vendor shall immediately notify member if asbestos is identified in work area. Upon such notification, member will provide further instructions to contractor.	X	
2.1.07 Contract vendor shall ensure all work areas that may pose a hazard to building occupants are adequately identified and secured at all times.	X	
2.1.08 Equipment and materials must be produced by manufacturers and fabricators regularly engaged in manufacture of such items and with a history of successful production.	X	
2.1.09 Materials furnished under the contract shall be new, of the latest design, of good quality, free from defects, and in compliance with the specifications and scope of work.	X	
2.1.10 Existing flooring shall be removed in accordance with applicable standards, rules, regulations, and/or manufacturer's instructions.	X	
2.1.11 Contract vendor shall ensure base floor is free of debris and prepared for new flooring in accordance with manufacturer's instructions.	X	
2.1.12 Dispose of removed carpeting, tile and/or other flooring, adhesive and other debris.	X	
2.1.13 Finishing accessories may be provided, including but not limited to: floor stops, door bumpers, door guides, floor stilts, floor sleeves, floor registers, floor plates, moldings, and ornamental trim.	X	
2.1.14 Other work and materials necessary to finish resilient flooring may be identified and priced. Mohave reserves the right to reject any additional proposed work or materials.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 46). List the specification number for each deviation.**

RESILIENT FLOORING (con't)

2.0 Scope of work and specifications con't.

Requirement	Comply	Deviate*
2.2 Plastic laminate flooring		
2.2.01 Plastic laminate flooring system (PLFS) must be highly durable and aesthetically pleasing, allowing for usage in high traffic areas.	X	
2.2.02 PLFS shall allow for installation as a soundproof floating floor.	X	
2.2.03 PLFS shall be installed using all necessary moisture barriers, underlayment, adhesives, wall base, trim and transitions.	X	
2.2.04 PLFS must provide a safe, slip resistant surface.	X	
2.2.05 PLFS shall meet applicable American Society for Testing and Materials (ASTM) fire retardant, indentation resistance, slip resistance, and wear resistance tests and standards.	X	
2.2.06 PLFS shall consist of a high-pressure laminate, water-resistant core and stable backing.	X	
2.2.07 PLFS shall be available in various finishes, styles, patterns, colors and surfaces.	X	
2.2.08 PLFS must be a low maintenance solution, allowing for long life with minimal upkeep	X	
2.3 Resilient sheet flooring		
2.3.01 Resilient sheet flooring system (RSFS) must provide a safe, slip resistant surface.	X	
2.3.02 RSFS shall consist primarily of a high quality vinyl, with various types of material interwoven throughout, depending on application. This material may contain, but not be limited to: aluminum oxide, quartz grains, silicon carbide, fiberglass reinforcement and natural materials (i.e., linseed oil, rosin, wood or cork flour).	X	
2.3.03 RSFS may allow an antibacterial barrier to be incorporated into its design, if requested.	X	
2.3.04 RSFS shall meet applicable (ASTM) fire retardant, indentation resistance, slip resistance, and wear resistance tests and standards.	X	
2.3.05 RSFS shall be installed using all necessary moisture barriers, underlayment, adhesives, wall base, trim and transitions.	X	
2.3.06 RSFS shall be available in various finishes, styles, patterns, colors and surfaces.	X	
2.3.07 RSFS must be a low maintenance solution, allowing for long life with minimal upkeep.	X	
2.4 Resilient tile flooring		
2.4.01 Resilient tile flooring system (RTFS) must provide a safe, slip resistant surface	X	
2.4.02 RTFS shall consist primarily of a high quality vinyl, with various types of material interwoven throughout, depending on application. This material may contain, but not be limited to aluminum oxide, quartz grains, silicon carbide, fiberglass reinforcement and natural materials (i.e. linseed oil, rosin, wood or cork flour).	X	
2.4.03 RTFS may allow an antibacterial barrier to be incorporated into its design if requested.	X	
2.4.04 RTFS shall meet applicable (ASTM) fire retardant, indentation resistance, slip resistance, and wear resistance tests and standards.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 46). List the specification number for each deviation.

RESILIENT FLOORING (con't)

2.0 Scope of work and specifications con't.

Requirement	Comply	Deviate*
2.4 Resilient tile flooring con't.		
2.4.05 RTFS shall be installed using all necessary moisture barriers, underlayment, adhesives, wall base, trim and transitions.	X	
2.4.06 RTFS shall be available in various finishes, styles, patterns, colors and surfaces.	X	
2.4.07 RTFS shall be available in various thicknesses (including 1/8 in. commercial gauge), shapes and sizes (including standard 12" x 12"), including but not limited to planking, squares or tiles.	X	
2.4.08 RTFS must be a low maintenance solution, allowing for long life with minimal upkeep.	X	
2.5 Installation of resilient flooring		
2.5.01 Base floor shall be leveled and patched to ensure smooth flooring surface and appearance across the installation area. There shall be no peaks or valleys in finished flooring. Flooring shall not be installed over depressions that will result in sagging of flooring over time.	X	
2.5.02 Install flooring over non-porous substrates of marine grade plywood and above, or on-grade dry concrete, using a resin-based adhesive. Non-flammable, pressure sensitive, tackified adhesive shall be used. Adhesive must be stable to 10°F. When practicable, contractor may recommend an acrylic-based or an epoxy-based adhesive.	X	
2.5.03 Installation shall meet or exceed accepted industry standards of workmanship. Designs shall be symmetrical about centerlines of rooms. Joints shall be tight, inconspicuous, and in true alignment. Flooring around pipes and other vertical surfaces shall be snug.	X	
2.5.04 Extend flooring into recesses and concealed spaces, unless directed otherwise by member. Units at opposite ends of work shall be equally wide. Avoid widths of less than 3" at room edges, unless directed otherwise by member.	X	
2.5.05 Surfaces shall be smooth, straight, and free from bleeding adhesives, buckles, waves, or projecting edges. Bleeding of adhesive and damaged flooring will be cause for rejection of the work.	X	
2.5.06 No smears of adhesive shall be visible.	X	
2.5.07 Sheet vinyl shall be installed in accordance with manufacturer's instructions. Adhesive shall be as recommended by the manufacturer	X	
2.5.08 Seams in sheet vinyl shall be minimal and level, without humps or depressions.	X	
2.5.09 Metal strips or transition strips will be installed, as required.	X	
2.5.10 Floors shall be rolled with a 150 lb. roller after tile is set, unless tile manufacturer has other installation instructions.	X	
2.5.11 After installation is complete and adhesive cured, floor will be cleaned by contractor in accordance with manufacturer's instructions.	X	
2.5.12 Prior to acceptance, defects will be corrected. Traffic lanes will be protected with building paper using pressure sensitive tape.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 46). List the specification number for each deviation.

RESILIENT FLOORING (con't)

2.0 Scope of work and specifications con't.

Requirement	Comply	Deviate*
2.5 Installation of resilient flooring con't.		
2.5.13 Prior to any use of floor, and after adhesive has set, two coats of a manufacturer approved sealer will be applied to flooring, or one coat of sealer and one coat of a buffing agent applied with a low or high speed machine.		X
2.5.14 Member may waive application of sealer and/or buffing agent. If member chooses this option, contractor shall issue a credit to member for the waived work.	X	
2.5.15 All unused flooring shall be given to the member.	X	
2.5.16 Member supplied hard flooring not specified above, shall be installed in accordance with the product manufacturer's instructions.	X	
2.6 Leveling base floor		
2.6.01 Contract vendor shall ensure the base floor is level, with irregularities and high spots eliminated, and low spots filled to provide a flush even surface, prior to installing new flooring,	X	
2.6.02 Base floor shall be patched or repaired to ensure it is level, smooth and ready for new floor. Joints in the base floor shall be sealed level and smooth. Routine patching, repairing and sealing of joints shall be included in the base cost of installation services.	X	
2.6.03 A self-leveling underlayment slurry shall be applied to base floor that is not level in accordance with manufacturer's specifications and/or industry standards, prior to installation of new flooring.	X	
2.6.04 Underlayment shall achieve a flatness tolerance of 1/8th inch maximum deviation under a ten-foot straight edge in any direction.	X	
2.6.05 Underlayment should develop a compressive strength of over 5,000 psi after 28 days, shall be sufficiently cured to accept foot traffic after 2 hours at 70°F and allow for attachment of flooring within 24 hours.	X	
2.6.06 Contract vendor shall not install underlayment on any green or insufficiently hydrated concrete, or on a surface that has sealers, parting agents, dirt, asphalt, latex compounds, gypsum fillers, or other foreign contaminants or debris.	X	
2.6.07 If applying underlayment, contractor will make a test patch and agree to accept full responsibility for success of the leveling.	X	
2.6.08 Under conditions authorized by member, contractor may use a fast-setting and flexible underlayment that reaches a compressive strength of at least 2,300 psi in 28 days (ASTM C 109).	X	
2.6.09 Floor embossing leveler may be used to install over embossed floors.	X	
2.6.10 Cementitious-type leveling compounds will only be used on clean, structurally sound floors of bonded sheet floors and embossed resilient tiles.	X	
2.6.11 Leveler must be fast drying, able to receive adhesive for new flooring under normal temperature conditions within two hours.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 46). List the specification number for each deviation.

RESILIENT FLOORING (con't)

2.0 Scope of work and specifications con't.

Requirement	Comply	Deviate*
2.6 Leveling base floor con't.		
2.6.12 For difficult-to-adhere substrates such as wood, tile, terrazzo, sealed concrete, metal or other non-porous surfaces, contractor must provide an epoxy primer. For substrates of concrete, masonry, and steel decks, an acrylic primer must be applied.	X	
2.6.13 Applications must be ready for underlayment within three (acrylic) or four (epoxy) hours.	X	
2.7 Miscellaneous		
2.7.01 Contract vendor shall install cove base and/or other moldings upon request from the buying member.	X	
2.7.02 Responsibility for moving, removing, reinstallation, of member furniture, plumbing fixtures or other items are to be agreed upon before work begins.	X	
2.7.03 Furniture, plumbing fixtures, or other item moving shall be conducted in a professional manner and care shall be taken with the member's furniture, plumbing fixtures or other items.	X	
2.7.04 A secure storage area for furniture and/or fixtures is to be provided by member prior to contract vendor beginning work if necessitated by work schedule.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 46). List the specification number for each deviation.

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information

PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.

- 3.1 Provide a list of five (5) Arizona public agencies (preferably school districts) where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. Provide the name of the public agency, type of project, contract sales amount, year of the project, contact name and telephone number.

If you cannot provide five (5) Arizona references, please explain why and list other references.

Number	Name of Public Agency	Type of Project	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Please see attached listing					
2						
3						
4						
5						

REFERENCE ATTACHMENT

Tucson Unified School District

Edward Lees, Project Manager
2025 E Winsett St
Tucson, AZ 85719
Phone: (520) 225-4847
E-mail: edward.lees@tusd1.org

June 2007

Pueblo MHS - 200,000 + SF of VCT \$276,000.00 (Mike Bishop PM)

May 2008

Manzo Elementary - VCT \$16,000.00 (Mike Bishop PM)

May 2009

Cragin Elementary - VCT \$20,000.00 (Dannie Adams PM)

Maricopa USD #20

John Sampson, Director of Operations
45012 W. Honeycutt Ave.
Maricopa, AZ 85239
Phone: (520) 568-5139
E-mail: jsampson@musd20.org

May 2008

Santa Rosa - VCT & Carpet \$89,000.00

June 2008

MPR Lines in VCT Project \$3,600.00

March 2009

Rubber Stair Treads \$16,000.00

Kingman USD

Oz Enderby, Director of Construction
3033 McDonald Ave
Kingman, AZ 86401
Phone: (928) 753-5678

May 2008

Hualapai Elementary - VCT & Carpet \$170,000

City of Scottsdale

Ken Hubbard, Contract Services
3839 E Drinkwater Blvd
Scottsdale, AZ 85251
Phone: (480) 312-2132

May 2008

Club Sar, Taraflex Sport Flooring \$23,000.00

Mesa USD

Greg Baxter
Operations
555 S Lewis
Mesa, AZ 85210
Phone: (602) 799-3130 mobile

2008

Various VCT Projects \$15,000.00

2009

Various VCT & Rubber Base Projects \$15,000.00

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.2 In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 88% Northern Arizona 7% Southern Arizona 5%

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Continental Flooring Company services all regions of Arizona. Our marketing and sales efforts are

distributed equally to all Mohave customers across the state. When a customer has a project, Laura

Kuligowska, our Mohave Contract assigned Floor Covering Consultant, schedules an appointment to

view the job site and discuss project specifics. She travels the state to work with customers on their

projects on a regular basis. Their location in the state is irrelevant when it comes to customer service.

In our eyes, all Mohave customers deserve the same level of customer services as a customer would

receive if they were located within the same city.

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.3 If a member in a geographic area of the state remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

Continental Flooring Company is a nationwide contractor, servicing and installing floor covering products across the United States. We have over 30 years of experience in installation projects close to home and across the country. Within the State of Arizona, we have developed a strong group of experienced and dedicated installation crews who are willing to travel to any and all areas of the State. Should a circumstance occur where the utilization of a local subcontractor become necessary, we would ensure that the local subcontractor possess the same standards as required from our regular installation crews. Upon the decision to utilize this new subcontractor, we would inform MESC of the subcontractor addition, and provide any and all documentation necessary. Continental Flooring Company would potentially subcontract the entire installation portion of the project.

Provide a list of subcontractors if any, to be used if awarded a contract. Provide complete information on each subcontractor, including name of the firm, names and titles of management, location, phone number, services to be performed, license numbers, and any other pertinent information. Only subcontractors listed here will be authorized to perform work under an awarded contract.

Name of Firm	Management Personnel Name	Title	Location	Phone Number	Services to be Performed	License Number(s)
Please see attached Subcontractor Listing						

SUBCONTRACTOR LISTING

On The Floor

David Dewayne
5029 E. Evergreen
Mesa, AZ 85203
Mobile Phone: (602) 469-5160
Pager: (602) 219-1192

Scott Halloran Floors

Scott Halloran
4112 W. Erma
Glendale, AZ 85308
Mobile Phone: (602) 228-0243

Jesse Rowley Flooring

Jesse Rowley
241 S. Silvercreek
Gilbert, AZ 85296
Mobile Phone: (602) 769-0867

Rite-Way Flooring

Mike Dominice
3334 W. McDowell
Phoenix, AZ 85009
Mobile Phone: (602) 290-8165

DT Graves Design

Dave Graves
9318 E. Stagecoach Pass
Carefree, AZ 85377
Mobile Phone: (602) 692-8059

TCS Flooring

Tim Wylie
3537 W. Goldmine Mountain Cove
Queen Creek, AZ 85242
Mobile Phone: (480) 266-2851

Illmatic Construction

Robert Sandoval
520 Barela Lane
Sante Fe, NM 87505
Mobile Phone: (505)920-1951

Architectural Flooring of Arizona

Alan Kallock
13807 N El Pueblo Blvd
Fountain Hills, AZ 85268
(602) 410-4443

OC Vinyl and Tile

Kyle Ondrejko
4523 W Villa Theresa Dr
Glendale, AZ 85308
(602) 384-7395

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.4 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan. If your contract representative is not located in Arizona, describe how you would contact members.

Continental Flooring Company is very proud of our Marketing Department and ongoing marketing efforts. Upon award of a subsequent contract, Continental Flooring Company will establish an annual marketing plan specific to this contract. Our Marketing Schedule will include items such as trade shows, direct marketing campaigns, and industry specific advertising. Continental Flooring Company will publish a contract specific price list which would be available electronically through our website, as well as paper format to distribute directly to customers. Our website is user-friendly and interactive. We regularly monitor search engines and update key words within our site to insure that our website is easily accessible when customers are looking for the products and/or contracts we offer.

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.5 It is anticipated that some providers may require the use of a service agreement and other supplemental contracts. Any agreements used must be pre-approved by Mohave. Length of term of contract will be between the contract vendor and the buying member. It is anticipated the contract length will be 15-25 years.

Choose one:

Yes, we will require additional agreement(s). *Attach sample customer agreement(s).*

No, we will not require any additional agreements.

If yes, and you require a member to sign any additional agreements (sales, rental, maintenance, etc.) with terms that conflict with the terms of this IFB, the terms and conditions of the Mohave contract will prevail and will be removed from any such agreements as a condition of award. *Attach sample customer agreement(s).*

Agreements **must** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days;

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language;

CLIENT FLOORING (con't)

S/B 3.6

Place after Tab 8

3.0

(con't)

3.7

Outline any contingencies for economic adjustments. (See **Basis for** conditions.)

Our proposed pricing is based upon manufacturer's commercial price lists. Any requests for economic price adjustments would be in direct relation to price adjustments our manufacturers make to these price lists.

RESILIENT FLOORING (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.8 Please indicate the number of installers on staff and number of trucks that will be made available to service the members for this contract.

Continental Flooring Company currently manages 12 installation crews consisting of approximately 50

employed installers for its Arizona Operations. Crews are all completely equipped for the work required.

RESILIENT FLOORING (con't)

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

- We take no exceptions to the special terms and conditions and scope of work and specifications
(Note: If none are listed below, it is understood that no exceptions are taken.)
- We take the following exceptions to the special terms and conditions and scope of work and specifications (Provide details on your exceptions below):
(Note: Unacceptable exceptions may remove your proposal for consideration of award.)

EXCEPTION TO:

2.5.13 Our furnish and install / installation only prices, as listed on our pricing worksheet, do not include sealing or waxing. We have provided sealing and waxing as a separate optional line item. Through our experience, customers who prefer for us to seal and wax Vinyl Composition Tile floors request more than the specified two coats of wax. This pricing option will provide our customers with more flexibility and allow us the ability to provide the most accurate pricing and reporting for our customers.

RETURN POLICY

Return of Merchandise: Merchandise may not be returned unless written authorization is granted in advance by our office in Scottsdale, Arizona. When such authorization is granted, merchandise must be returned transportation charges prepaid to the source, not our office headquarters. A return handling fee of 15% of the net billing value of the merchandise will be made.

Appendix B: Questionnaire for Offeror (con't)

Place after Tab 7

7. Contacts for Mohave.

Main Mohave representative Laura Kuligowska
(Shall be the main point of contact for members. Shall be responsible for handling information requests from members.)

Title Floor Covering Consultant Email address laurak@continentalflooring.com
 Phone number (480) 949-8509 Fax (480) 945-2603

Name of contact for IFB/contract Diane Conti / Kristen Rensmeyer
(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Diane - Business Development Dir. Email address dconti@continentalflooring.com
 Title Kristen - Contracts Development Email address krensmeyer@continentalflooring.com
 Phone number (480) 949-8509 Fax (480) 945-2603

Name of contact for Escalation Christopher L. Coleman
(Shall be the main point of contact when an issue needs to be escalated above the main contact for the IFB/contract.)

Title President Email address ccoleman@continentalflooring.com
 Phone number (480) 949-8509 Fax (480) 945-2603

Audit Contact Cathy Gordon Email address cgordon@continentalflooring.com
(Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Reconciliation Contact Mary Zamora Email address mzamora@continentalflooring.com
(Shall be the main point of contact for the reconciliation report.)

Payment remittance address 9319 N. 94th Way, Suite 1000
 City Scottsdale State AZ ZIP 85258
 Telephone (invoice questions) (480) 949-8509 FAX (480) 945-2603

8. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Our Arizona Representative will cover the New	Mexico Region.	

9. Indicate if your offer is regional or statewide. Regional _____ Statewide X
 If regional, indicate the regions in Arizona you will service. _____

10. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
 Yes X No _____ If Yes, what is the discount for 10 days? _____ 20 days? 1%

11. What is your general website (Internet) address? www.continentalflooring.com

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the bid? Yes [X] No [] If no, how do members obtain warranty and maintenance service?

Continental Flooring Company will remedy any "warranty" items during the warranty period. However, Continental Flooring Company does not provide janitorial maintenance services for on-going product maintenance.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

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

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Mike Donoho, (800) 825-1221

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [] No [X]

Do you provide technical help via phone? Yes [X] No [] If yes, provide a phone number and contact.

Mike Donoho, (800) 825-1221

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

14

Describe the steps a member should take to activate a warranty, if any. At sign off of installation, the Labor Warranty is activated and processed by Continental Flooring Company. A buyer has no need to take any action to activate a warranty.

Do you offer extended warranty or maintenance service plans? Yes [] No [X] If yes, provide a summary of the plans here and place any sample forms after Tab 8.

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

Appendix D: Manufacturer's Representative Information & Business Ownership

Place after Tab 7

Manufacturer's Representative Information

Check all that apply

- Bidder is authorized to submit a bid for the specified equipment/services and can provide the equipment if awarded a contract.
- Bidder is a bona fide dealer for the equipment/services in the bid.
- Bidder is the manufacturer of the equipment/services in the bid.

Business Ownership: Gender/Ethnic Group

(Used for reporting. Not a factor in contract award.)

If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each. To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

- | | | | |
|---------------------------|---------|--------------------------------------|---------|
| 1. Woman owned | _____ % | 5. Native American owned | _____ % |
| 2. Anglo owned | 100 % | 6. Asian owned | _____ % |
| 3. Hispanic owned | _____ % | 7. N/A (government, nonprofit, etc.) | _____ % |
| 4. African American owned | _____ % | | |

Appendix E: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over \$100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your bid, please check and complete the applicable section below.

- We are exempt from ARS §41-2553 because we are not offering telecommunications systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this IFB, what is the useful life of the equipment being offered?

___ 60 months ___ 84 months ___ 120 months ___ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0% after 7 years.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-6th year, 21%.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	\$109,000
Residual value	-0-
Total Life Cycle Costs	\$209,000 or \$29,858 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your bid the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

Appendix F: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of information systems that cost over \$100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

To assist in evaluating your bid, please check and complete the applicable section below.

- We are exempt from ARS §41-2553 because we are not offering information systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this IFB, what is the useful life of the equipment being offered?

___ 60 months ___ 48 months ___ 36 months ___ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100%; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	67,000
Residual value	-10,000
TOTAL LIFE CYCLE COSTS	\$157,000 or \$31,400 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your bid the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 846604

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

NOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation
- Dakota Fire Insurance Company, a North Dakota Corporation
- EMC Property & Casualty Company, an Iowa Corporation
- Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ANDREW J. PAFFENBARGER, SCOTT WAREING, JOSEPH A. CLARKEN, III, DIANE L. ARMENT, JENNIFER CASTILLO, INDIVIDUALLY, PHOENIX, ARIZONA.

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE MILLION DOLLARS (\$5,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoked.

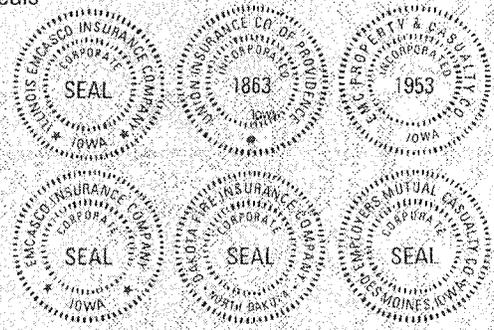
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20TH day of FEBRUARY 2009

Seals



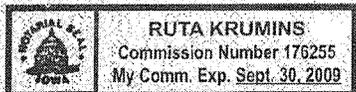
Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Jeffrey S. Birdsley
 Jeffrey S. Birdsley
 Assistant Secretary

On this 20TH day of FEBRUARY AD 2009 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires September 30, 2009.

Ruta Krumins

Notary Public in and for the State of Iowa



CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 20, 2009 on behalf of Andrew J. Paffenbarger, Scott Wareing, Joseph A. Clarken, III, Diane L. Arment, Jennifer Castillo are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6 day of July 2009

David L. Hixenbaugh

Vice-President

Appendix G: A Better Understanding of Mohave

1. Mohave Educational Services Cooperative, Inc. (Mohave) is a non-profit agency established by the authority of ARS §11-952 and ARS §41-2632. Mohave began administering a cooperative purchasing program in 1986 as a school service agency. Mohave's membership includes public school districts, community colleges, city and county governments, and political subdivisions throughout Arizona. [See www.mesc.org for list of members.]
2. Membership is established through a Cooperative Purchasing Agreement (CPA). The signed CPA serves as the contract between Mohave and the participating member, and authorizes the member to use Mohave's procurement contracts.
3. As a local procurement unit administering a cooperative purchasing program, Mohave follows the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules to competitively solicit and award procurement contracts.
4. When Mohave issues solicitations and awards contracts in compliance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, all members using those contracts are deemed to be in compliance and may use the contracts as if the contracts were their own.
5. A Mohave reviewed purchase order is a legal contract between a vendor and a member for goods and services. Members issue purchase orders for all goods and services purchased under our contracts.
6. In accordance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the buying member is responsible for paying for goods and services received under Mohave contract. Mohave's CPA requires that the member pay within 30 days of the date of the invoice.
7. Protection for a Mohave contractor from a member that refuses to pay is substantial. A member that issues a purchase order must have the funds to pay for the goods and services received from that purchase order. A non-paying member runs the risk of losing its ability to use Mohave contracts and/or facing a variety of legal consequences that result for default on a contract.
8. Mohave has approved a procedure that allows Mohave contractors to sign multi-term contracts directly with members, as long as the agreements are based on purchase orders from Mohave. This enables members to make periodic rental and lease payments directly to the lender, not Mohave.
9. Mohave receives no direct tax funding for its operation. Instead, Mohave operates on a 1% administration fee, which is generally included in the contract price for materials and services. The administration fee paid is by the member and is based upon the cost of the goods and services purchased by the member.
10. Mohave is a unique organization. Mohave is a non-profit organization that follows the Uniform School Financial Records (USFR), a fund-accounting system used by Arizona schools. We have an Executive Board which functions much like a school board. We have independent annual audits, with the results reported to the Arizona Auditor General's office. Our contracts are governed by the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the same statutes and rules directly applicable to our members.
11. Mohave is an active member of the Association of School Business Officials International (ASBO), the Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), the National Institute of Governmental Purchasing (NIGP), and other regional and national professional associations

Learn more about Mohave at www.mesc.org

Appendix H: Special Note to Bidders

Cooperative Educational Services (CES) is composed of all 89 public school districts, all public universities, most charter schools and two-year colleges, and several BIA in New Mexico. The CES members have joined and become parties to the Joint Powers Agreement To Form An Educational Cooperative that does business as CES. The public agency is run by and for the public schools in New Mexico. Based in Albuquerque, CES was organized in 1979 as a direct response to the articulated needs of small and rural K-12 school districts, but has since expanded to include all public educational institutions. Like Mohave Educational Services Cooperative, Inc. of Arizona, CES issues IFB's seeking contracts for schools that meet the procurement rules of New Mexico.

The New Mexico procurement code allows CES to use an out-of-state contract awarded as a result of a competitive sealed solicitation if the process used was the same as used in New Mexico. Since Arizona and New Mexico have very similar procurement codes, CES has been able to use Mohave contracts in the past. If you are willing to sign a contract based on this IFB with CES, it will be understood that where the word Arizona is used, New Mexico will be understood, and where the name Mohave is used, CES will be understood. Where laws are quoted, similar New Mexico laws will be interpreted. In any event, Mohave suggests any vendor who opts to use this IFB to include New Mexico to offer an even bigger discount, considering the potential increase in sales using two states. If Mohave awards you and you have marked the CES box on the front cover page, Mohave will forward a copy of the award to CES for their evaluation. CES will award and administer any New Mexico contracts, however the contracts will only exist as long as a Mohave contract issued under this solicitation is in place.

Neither CES nor Mohave will hold the other responsible for any irregularities in either contract. Mohave neither encourages nor discourages vendors from contacting CES. If you would like to discuss the use of any contract awarded by Mohave in New Mexico, contact CES at the address below:

Cooperative Educational Services
Dr. Max Luft, Executive Director
4216 Balloon Park Rd. NE
Albuquerque, NM 87109
Phone (505) 344-5470
FAX (505) 344-9343

CES participation will not be a factor in the decision to award a Mohave contract.



VCT

Product Name	Part No.	Description	Unit (Each, SF, SY, ETC.)	MSRP Price	Mohave Discount	Mohave Price
ARMSTRONG - 1/8" Imperial Texture & Multicolor (STD Excelor)	N/A	VCT	CTN	\$ 38.74	17.40%	\$ 32.00
ARMSTRONG - 1/8" Imperial Texture & Multicolor (STD Excelor)	N/A	Bio-Based VCT	CTN	\$ 65.07	1.00%	\$ 64.42
ARMSTRONG - 3/32" Imperial Texture	N/A	VCT	CTN	\$ 48.88	37.00%	\$ 30.79
ARMSTRONG - Basketball Court 1/8"	N/A	Basketball Court Design	EA	\$ 1,268.63	1.00%	\$ 1,255.94
ARMSTRONG - Companion Square	N/A	VCT	CTN	\$ 64.94	18.00%	\$ 53.25
ARMSTRONG - Feature Strip 1"x24" (96')	N/A	VCT Feature Strip	CTN	\$ 71.74	1.00%	\$ 71.02
ARMSTRONG - Feature Strip 2"x24" (48')	N/A	VCT Feature Strip	CTN	\$ 71.74	1.00%	\$ 71.02
ARMSTRONG - Feature Strip 3"x24" (32')	N/A	VCT Feature Strip	CTN	\$ 71.74	1.00%	\$ 71.02
ARMSTRONG - Feature Tile I	N/A	VCT	CTN	\$ 85.14	1.00%	\$ 84.29
ARMSTRONG - Feature Tile II	N/A	VCT	CTN	\$ 104.58	1.00%	\$ 103.53
ARMSTRONG - Safety Zone	N/A	VCT	CTN	\$ 89.44	1.00%	\$ 88.55
ARMSTRONG - SDT	N/A	Slip Resistant VCT	CTN	\$ 147.28	1.00%	\$ 145.81
ARMSTRONG - Shuffleboard Unit (Red, White & Blue)	N/A	Static-Dissipative VCT	CTN	\$ 335.29	1.00%	\$ 331.94
ARMSTRONG - Stonetex	N/A	Shuffleboard Court Design	EA	\$ 59.00	15.50%	\$ 49.86
MANNINGTON - Essentials	N/A	VCT	CTN	\$ 50.95	20.00%	\$ 40.76
MANNINGTON - Brushworks	N/A	VCT	CTN	\$ 108.55	20.00%	\$ 86.84

Contract Vendor's Name: Continental Flooring Company

Section One: General Information Summary

Step One - Enter the cost for Installation, repair, service, travel, and/or Restock Fees, etc. (Add rows if necessary)

If installation, repair, and/or service rates are not provided, installation, repairs, or service will not be allowed under an awarded contract.

Installation rates

Service Rates, Misc., If applicable (Specify Type of Service)

Repair Rates if applicable

Bonding rate

Travel/Drive Rate - per hour/per man

Mobilization Rate - per truck

Restock Fees (not higher than 15%)

See Schedule		Regular Business Hours	Overtime	Sunday and Holiday
		\$65.00	\$65.00	\$65.00
		3%		
		N/A		
		N/A		

Section Two: Mileage, MBE, and Lodging Rates Information

JKC+
 +a \$
 +c
 SF JJPJKC+
 +a \$

Mileage MBE (Meals and Incidental Expenses) Lodging	Lower Rates, provide below		Indicate N/A, if not applicable
	Current State Rates	YES	YES
	YES		
	YES		

Section Three: Manufacturer's Discount & Pricing Information

Step One - Enter Manufacturer name in Column A, add rows or tabs as needed.
Step Two - Enter the type of products offered for the product line: tile, vinyl flooring, cover base, adhesive, etc. In Column B.
Step Three - Enter the discount off of MSRP or fixed price into Column C.
Step Four - Enter Volume Discount information, if applicable, in Column D.
Step Five - Enter Shipping / Handling charges and special information in Column E.

Manufacturer/Brand, being offered for all products offered, add rows or tabs if necessary for different manufacturers/Brands / Products/ service(s):	products (e.g. tile, vinyl flooring, cover base, adhesive, etc.)	Discount off of MSRP or fixed price	Volume Discount, if applicable	Shipping / Handling Pricing and/or Information, PP&A, etc.
Armstrong	Vinyl, Wall Base, Resilient Sports Floor & Accessories	1 - 37%	N/A	Pricing includes Delivery
Flexco	Wall Base, Resilient Flooring & Accessories	12%	N/A	Pricing includes Delivery
Mannington	Vinyl Sheet	20%	N/A	Pricing includes Delivery
Gerflor & Tajima Sport	Resilient Sports Floor Sheet Vinyl, Accessories	8%	N/A	Pricing includes Delivery
Forbo	Vinyl, Wall Base, Resilient Sports Floor & Accessories	20%	N/A	Pricing includes Delivery

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

[Mohave Carpet and Concrete Contract]

See following pages.



6/3/2014

Extension of Contract (Page 1 of 3)

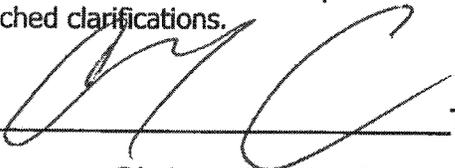
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

RE: Contract # 11E-CFC3-0701 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 11E-CFC3-0701 for a period of one (1) year, beginning 7/1/2014. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 11E-0603.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed Name Christopher L. Coleman Date June 5, 2014

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska
Contract Administrator: Diane Conti/Kristen Rensmeyer
Phone Number: 480-949-8509
Fax Number: 480-945-2603

If both pages of this notice are not received at Mohave's Kingman office on or before 7/1/2014, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 11E-CFC3-0701 effective 7/1/2014, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing % off retail. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/1/2015.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We will provide new price lists/catalog by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Vendor Benefits Description (continued)

Continental Flooring Company is proud to provide Mohave both floor covering materials only, and a complete installation of many types of floor coverings. Our offerings include any brand of vinyl composition tile, carpet, floor mats and NEW to contract, polished concrete floors! We can provide you all your floor covering needs under Mohave Contract #11E-CFC3-0701. Our service representative, Laura is available for FREE estimates, samples and consultation at your convenience! Call for more information (480) 949-8509 / (800) 825-1221 / www.continentalflooring.com.

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email michael@mesc.org or phone 928-718-3222.



6/3/2013

Extension of Contract (Page 1 of 2)

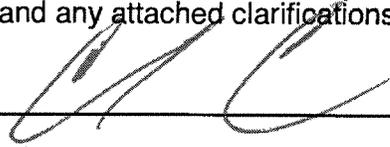
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

RE: Contract # 11E-CFC3-0701 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 11E-CFC3-0701 for a period of one (1) year, beginning 7/1/2013. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 06J-0928.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed Name Christopher L. Coleman Date June 4, 2013

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 7/1/2013, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 11E-CFC3-0701 effective 7/1/2013, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Continental Flooring Company 11E-CFC3-0701

Pricing Update:

We list your contract as having predominantly % off retail pricing. Please check the applicable lines below:

_____ Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

_____ Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

_____ We will provide new catalogs by _____ (insert date)

I intend to provide pricing NLT June 30, 2013 (if new pricing is necessary) (insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached

What products or services in your contract support environmental protection and sustainability?

Please see attached

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

Please see attached

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Please see attached

Any other "green" considerations we should make members aware of?

Please see attached

Green Contracting:

In our on-going commitment to green procurement, we ask you to review the following with regard to your contract:

- 1. *Are there environmental protection and sustainability considerations that could be added into your contract?***

There currently are no environmental protection and sustainability considerations that should be built into our contract. All of the floor covering and adhesive manufacturers offered on contract offer products which are CRI Green Label Plus Certified, contain post-consumer recycled content and qualify for LEED for schools rating systems. In addition, their manufacturing practices and plants have been awarded a variety of Eco-Awards. Furthermore, any materials removed from a project which are recyclable are taken to our preferred recycling vendor "Planet Recycle".

- 2. *What products or services in your contract support environmental protection and sustainability?***

All of the products and manufacturers offered on our contract support environmental protection and sustainability.

- 3. *Identify the services in your contract general accepted as environmentally friendly and sustainable.***

All materials removed from job sites which are recyclable are taken to our preferred recycling vendor "Planet Recycle."

- 4. *What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?***

Each of the product manufacturers offered under our contract have dedicated themselves to creating more environmentally friendly products, in a more sustainable manor, year after year. Detailed information is available on each of their websites under Environmental Commitment. If so desired, we would be happy to provide Mohave Educational Services with a copy of the environmental brochures published by each of our manufacturers.

- 5. *What testing or certifications (such as LEED certification) do the products or services in your offer support?***

LEED points are assigned to each product individually. All of the manufacturers offered under our contract provide a LEED calculator on their website. In addition, Continental Flooring Company would be happy to calculate and provide this information at the client's request. LEED Certification is the primary certification within our industry which would be of interest to the Mohave Educational Service's customer. Other product specific testing and certifications performed are available for downloaded by product from each manufacturer's website.

- 6. *Any other "green" considerations should we make members aware of?***

The floor covering industry continues to grow and move forward within the "green" community. As new "green" processes are discovered, changes are incorporated into new and existing product lines. The floor covering industry has implemented many green manufacturing practices. These practices and awards are proudly displayed on each of the manufacturer's websites.



6/5/2012

Extension of Contract

(Page 1 of 2)

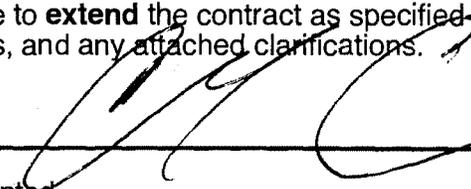
Diane Conti/Kristen Rensmeyer
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

RE: Contract # 11E-CFC3-0701 Extension Agreement made by and between Continental Flooring Company and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 11E-CFC3-0701 for a period of one (1) year, beginning 7/1/2012. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Continental Flooring Company agrees to provide products or prices as per 06J-0928.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title President

Typed/Printed Name Christopher L. Coleman Date June 8, 2012

Please check the information below.

POs Att: Order Desk
Continental Flooring Company
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Remit to: Continental Flooring Company
Accounts Receivable
9319 N. 94th Way #1000
Scottsdale, AZ 85258

Member Contact: Laura Kuligowska Phone Number: 480-949-8509 Fax Number: 480-945-2603
Contract Administrator: Diane Conti/Kristen Rensmeyer

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 7/1/2012, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 11E-CFC3-0701 effective 7/1/2012, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Continental Flooring Company 11E-CFC3-0701

Pricing Update:

We list your contract as having predominantly % off retail pricing. Please check the applicable lines below:

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

We will provide new catalogs by _____(insert date)

I intend to provide pricing _____(insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Please see attached.

What products or services in your contract support environmental protection and sustainability?

Please see attached

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Please see attached

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

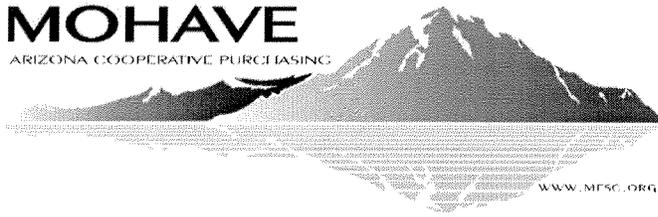
Please see attached

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Please see attached

Any other "green" considerations we should make members aware of?

Please see attached



**Award Notification
Via Email**

Christopher L. Coleman
Continental Flooring Company
June 23, 2011

Congratulations, Continental Flooring Company's response has been awarded a contract under IFB 11E-0603. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Continental Flooring Company. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order from Mohave.

We highly recommend having your staff review our vendor information pages at http://www.mesc.org/purchasing_v.html to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 11E-CFC3-0701 and will take effect on July 01, 2011.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael Carter
Contract Specialist I

NOTES ON AWARD FOR: Continental Flooring Company

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential.
- All products quoted must be priced and approved by Mohave in advance.
- All quotes shall include your contract #11E-CFC3-0701.
- Send requests for pricing updates to Michael Carter - michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Continental Flooring Company.
 2. Mohave emails Member order to Continental Flooring Company.
 3. Continental Flooring Company provides product/services.
 4. Continental Flooring Company invoices Member.
 5. Member pays Continental Flooring Company
 6. Continental Flooring Company sends Usage and Reconciliation Report to Mohave.
 7. Continental Flooring Company remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 30th of each month.
- Email the **first** Reconciliation Report to adminreport@mesc.org five days prior to the due date for Mohave's review. A sample of the report is attached. Email all subsequent Reconciliation Reports to adminreport@mesc.org.
- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- A representative of Mohave will be contacting your firm to set up a time for training for new vendors. This training is called "Mohave 101" and takes approximately 90 minutes. This training can be provided in person, or teleconferenced. All staff that provides support for the Mohave contract should be included in this training.
- Please provide a current Insurance certificate naming Mohave Educational Services Cooperative, Inc. as the certificate holder **no later than 5:00pm, July 06, 2011.**
- Your response included pricing for travel (mileage, M&IE, lodging, etc.) A statement for your Travel Charge of \$25.00 per hour clarifies that this applies to all locations outside of Maricopa County. Please provide us clarification if this also applies to the other travel charges listed. If no, provide us additional information on the application of these charges. **Please provide us this clarification no later than 5:00pm, July 6, 2011.**

(con't)

REQUIREMENTS/ACTION ITEMS FOR THE AWARD (con't):

- Your pricing contains the following information that appears to conflict and requires additional clarification or revision:
 - Mileage on Discount Summary states that State Rates will apply. However, your Additional Products and Services pricing worksheet include mileage at \$1.00 per mile.
 - Dumpster Disposal fee on the Discount Summary is listed at \$0.50 per SY. However, your Additional Products and Services pricing worksheet have this listed at \$0.45 per SY.
 - Logo and/or graphic design is listed twice. Logo and design services under the Design Services heading are listed as “per job.” These same services are included in the Cove Base, transitions, Reducers, etc., and is listed as “per HR.”
 - In the “Carpet & Carpet Product” worksheet, row 87 contains a value in Column N. The value in this cell does not appear to represent any information in your pricing.

Please provide us the clarification or revisions to resolve these conflicts no later than 5:00pm, July 6, 2011. If your electronic pricing is to be revised, provide us a revised electronic workbook no later than 5:00pm, July 6, 2011. Only revisions or clarifications to the above items shall be allowed.

- *Removal of vinyl-asbestos tile or other flooring with asbestos fibers is **NOT ALLOWED** under this contract.* If asbestos tile is found, the contract vendor will notify the member’s representative and wait for instructions. Any vinyl-asbestos tile or other flooring with asbestos fibers shall be handed and disposed by a licensed abatement company.



INVITATION FOR BID 11E-0603
DUE JUNE 03, 2011 @ 3:00 P.M. MST

Bids shall be delivered to Mohave Educational Services Cooperative, Inc., 211 N. 7th Street, Kingman, AZ 86401.

Bids must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., (Mohave) with IFB 11E-0603, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of bids. Bids must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time. The name of each bidder and a sample of prices will be publicly read and recorded.

Pursuant to the provisions in the Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for sources for the following materials, equipment and/or services:

- **Carpet, Floor Covering, and Concrete Floor Applications**

PRE-BID CONFERENCE: NONE

This solicitation consists of instructions, general terms and conditions, award criteria, bid form, form of contract, special terms and conditions, and specifications. Bidders are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at bidder's risk.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its Members.

Questions regarding this Invitation For Bid should be directed to:

Primary Contact

Michael S. Carter, Contract Specialist I

email: contracts@mesc.org

phone: (928) 718-3222

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

Date: May 03, 2011

Template Rev. 11/01

Offer and Contract Award

Place after Tab 1

IFB 11E-0603

Carpet, Floor Covering, and Concrete Floor Applications

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-0369902

Company Name Continental Flooring Company

Address 9319 N. 94th Way, Ste. 1000 City Scottsdale State AZ Zip 85258

Telephone Number (480) 949-8509 Fax (480) 945-2603

Printed Name Christopher L. Coleman Title President

Authorized Signature 

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with Mohave's review noted.

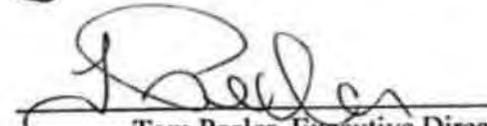
Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 11E - CFC3 - 0701

Awarded this 01 day of July 2011.


Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

IFB Preparation & Checklist

You have received this solicitation because of information that you provided on Mohave's online potential bidders registration. **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

To be considered, your bid must arrive at Mohave's Kingman Contracts' office (211 N. 7th St., Kingman, AZ 86401) on or before 3:00 p.m. MST on Friday, June 3, 2011.

Bidder shall organize the bid in the following manner:

_____ **Step ONE:**

Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**

Obtain a set of three-hole punched index dividers with 9 tabs. Bid shall be submitted in a 3-ring binder.

Step THREE (Preparation of response, in order):

_____ **Tab 1: Offer & Contract Award**

_____ The Offer and Contract Award page is **signed** and placed after Tab 1.

_____ Addenda, if any, are placed after Tab 1.

_____ Original bid bond or alternate bid security in the amount of \$50,000 is placed after Tab 1.

_____ **Tab 2: Introduction**

_____ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

_____ **Tab 3: General Terms and Conditions**

_____ A completed copy of the *General Terms & Conditions* (pages 5-22) and the *General Terms and Conditions: Standard Terms for Construction* (pages 23-29) is placed after Tab 3.

_____ A copy of the *General Terms and Conditions Acceptance Form* & the *General Terms: Standard Terms for Construction Form* (page 30) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 4: Bidder Qualifications**

_____ A complete response to the Bidder Qualifications (Appendix A) is placed after Tab 4.

_____ The financial information required in the Bidder Qualifications is placed after Tab 4.

_____ The certificate of insurance required in the Bidder Qualifications is placed after Tab 4.

_____ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

_____ A completed *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

(Continued on next Page)

IFB Preparation & Checklist (con't)

Tab 5: Special Terms and Conditions, Scope of Work and Specifications (con't)

_____ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

Tab 6: Price & Discount Schedule

_____ A complete printed copy of your Discount and Price schedule(s) is placed after Tab 6.

_____ Market Basket pricing data (in paper and electronic format), placed after Tab 6.

_____ A CD or similar electronic media device (DVD, USB thumb drive, etc.) with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information is placed after Tab 6.

Tab 7: Required Forms

_____ All remaining required forms are completed and placed after Tab 7, as follows:

_____ Questionnaire for Bidder (Appendix B)

_____ Support and Maintenance Plans (Appendix C)

N/A _____ Telecommunications & Information Systems Compliance Worksheets (Appendix D & E)

Tab 8: Additional Information

_____ Supplementary information (3.0 questions) and additional relevant and/or requested information is placed after Tab 8.

_____ Details of manufacturer's standard warranty and any offered extended warranty/maintenance plans and agreements are provided after Tab 8.

_____ Your current bonding capacity information as required is provided after Tab 8.

Tab 9: Preparation & Checklist, Descriptive literature & supporting printed data

_____ This completed form placed after Tab 9.

_____ Descriptive literature and any other additional company information are placed after Tab 9.

_____ Complete specifications for all products offered in this bid (paper or electronic media device [CD, DVD, USB thumb drive, etc.])

_____ CES participation information (Appendix G)

Step FOUR:

_____ Confirm that the bid is complete and signed on page 2 by an authorized representative.

Step FIVE:

_____ Provide one original of your bid to Mohave. Make an additional complete copy of your bid for your records.

Step SIX:

_____ Place your complete bid and the additional Mohave copy in a sealed envelope or box and send to Mohave so that it arrives **on or before 3:00 p.m. MST on Friday, June 3, 2011.**

Generally, Mohave takes between three to six weeks to fully evaluate and award contracts. Award under this contract is anticipated July 1, 2011. A bid tabulation (a list of respondents and prices read during the bid opening) will be posted at www.mesc.org within one week of the IFB opening.

General Terms and Conditions

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its Members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: Mohave may terminate any contract if Members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

General Terms and Conditions (con't)

CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder 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.
- Neither bidder, nor any officer, director, partner, Member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate bidder's business. Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, bidder will provide the equipment, commodities, and/or services to Members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Bidder does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by bidder. Clarification does not give bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL INFORMATION

Confidential information request: If bidder believes that its bid contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

Pricing: Mohave will not consider pricing to be confidential or proprietary.

Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at the Kingman offices.

General Terms and Conditions (con't)

COOPERATIVE PURCHASING

Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its Members have been established under ARS §41-2632 through §41-2634.

Cooperative purchasing contracts: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to Members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements (see **Most favored customer** under **Pricing**).

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by bidder. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified.

ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the requested materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of Members and marketing by contractor.

EVALUATION & AWARD

Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the low ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

Criteria: The evaluation criteria for this solicitation are as follows: 1) Price; 2) conformance to the terms and conditions in the solicitation; 3) completeness of the bid, and required forms; 4) products lines and services provided; 5) service capabilities for all regions of the state; and 6) references and Past Performance Information (PPI) review.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a bid may result in disqualification. Language to the effect that bidder does not consider this solicitation part of the contract may result in rejection of the bid.

Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

General Terms and Conditions (con't)

EVALUATION & AWARD (con't)

Multiple award: Mohave has a large number of various types of Members located throughout Arizona. To assure that our contracts meet the requirements of all Members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Bidder should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's Members. Mohave and its Members reserve the right to obtain like goods and services from other sources.

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Telecommunications and information systems: Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total Member costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the Member and support areas through the bid, including reasonable projected reductions in program costs and increases in productivity of personnel).

Total costs: Total Member costs include energy, facilities, repair costs, present values of money, vendor charges, personnel costs and all other identifiable Member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the bid. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the bid. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

General Terms and Conditions (con't)

FEDERAL & STATE REQUIREMENTS

Business operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran.

Compliance with Federal and state requirements: Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the Member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights and rights in data; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

Compliance with workforce requirements: Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its Members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

Contractor employee work eligibility: By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and/or Mohave Members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its Members reserve the right to confirm compliance. Should Mohave or its Members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and 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. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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

Terrorism country divestments: In accordance with A.R.S. 35-392, Mohave and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

General Terms and Conditions (con't)

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Invitation For Bids, the awarded bid(s), and properly issued Member purchase orders referencing the requirements of the Invitation For Bids. If a firm submitting a bid requires Mohave and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the bid.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Vendor contract documents: Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

INDEMNIFICATION

General indemnification: To the extent permitted by law, Mohave and its Members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by Member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one Member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its Members of materials furnished or work performed under this contract. Mohave and its Members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the Member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Inquiries may be faxed (928-718-3238), e-mailed to contracts@mesc.org, or via phone Michael (928) 718-3222. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed bid response and not be opened until the due date and time.

General Terms and Conditions (con't)

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contract.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LEASES AND RENTALS

Availability of leasing: Leasing plans offered for the contract must be priced as specified in Tab 6. However, Members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

Lease requirements: Mohave must be apprised of Member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the bid, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Bidder must indicate if the shipping costs for return of leased or rented equipment is Member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to Member.

Sell or assignment of lease: No sale of a lease contract to a third party will be made without informing Member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: Unless otherwise specified, contractor shall have maintenance facilities and a maintenance support system available for servicing products in all parts of Arizona. If a third party is used to provide maintenance or warranty work, bidder must include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to Members.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, that bidder is authorized to submit an bid on such equipment, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

General Terms and Conditions (con't)

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Bid acceptance period: A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

Late bids: Except as authorized by ARS §41-2534 and/or R7-2-1028-B, late bids shall not be considered. Late bids will be returned unopened within ten (10) days of request.

Withdrawal of bid: At any time prior to the specified due date and time, bidder may withdraw his bid. After the opening time and date, bids may not be withdrawn, except as allowed by R7-2-1030.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract. Contractor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

Audit of contract activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members in a timely fashion.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

Open order reports: Mohave will send contractor an open order report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date will be processed and are considered valid until order fulfillment, or cancellation by the Member.

Purchase verification: It is the Member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

General Terms and Conditions (con't)

OVERVIEW (con't)

Bid opening: Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

Bidder qualifications: Bidder shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the bid and/or its own investigation of the company.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Contract claims or controversies: The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a correction action letter. A reasonable amount of time shall be provided to contractor to address issues in the corrective action letter.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Eligible agencies: Any contract awarded from this solicitation shall be available to any and all Mohave Members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 380 Members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of Members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's Members.

Liens/serial numbers: All materials and services shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on purchase order is contract vendor.
2. Mohave reviews and emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

General Terms and Conditions (con't)

OVERVIEW (con't)

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

Removal from potential bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Invitation for Bids for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

Title: Purchase orders placed under this contract are on behalf of its Members. As such, title to goods passes directly from Contractor to Member. Title does not pass to Mohave. Mohave is not a reseller of goods.

PAYMENT

Billing: All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member directly for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's assigned Contract Specialist of a Member(s) being placed on credit hold, within five (5) days of the action.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

General Terms and Conditions (con't)

PAYMENT (con't)

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Quick pay discounts: Quick pay discounts may be offered to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts in writing, in advance.

Reporting and payment of administration fees to Mohave: The Contractor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10th, 20th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website (www.mesc.org/solicitations/sample_recon.xls).

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Member purchase order number and Mohave contract number.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, travel, lodging, meals & incidental expenses (M&IE), permits, etc.).

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

PREPARATION OF BID & BID FORMAT

Amendment of bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed bids shall not be considered.

Bid submittal: One (1) original copy of your bid shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Bid shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD or similar electronic media device (DVD, USB thumb drive, etc.) with electronic copies of your submitted documents, if available.

Bids must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague bids may be rejected.

Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

Cost of bid preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Receipt of bids: Bids must be in the actual possession of Mohave on or prior to the exact time and date set for bid opening.

General Terms and Conditions (con't)

PREPARATION OF BID & BID FORMAT

Sealed envelope or package: Bid shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

Signature(s) on bids: The bid and contract award document must be submitted with an original ink signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the bid and contract award document, or to make other notations as indicated, may result in rejection of bid.

Wording in response: Bidder shall indicate "comply" or "deviate" for each specification where requested in bid document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

PRICING

Administration fee: Mohave's 1% administration fee shall be included in bidder's net price. Contractor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

Basis for pricing: Contract pricing under this IFB must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the bid)
- 3) A combination of the above

Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of bid.

Combination pricing: Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

Discounts: Discount bids must clearly identify percent of discount to apply to contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

Effect of price: No contract shall be awarded solely on the basis of price.

Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in bid. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contractor that was out of contractor's control.

Fixed price review: Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the Members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

New catalogs/price lists: New price lists or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists or catalogs shall apply to the contract only upon approval from Mohave. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

General Terms and Conditions (con't)

PRICING (con't)

Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.

Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer Mohave any published price reduction during the contract period.

Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contractor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the Member. Receipts for such reimbursements must be provided upon request from the buying Member.

Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single Member is not acceptable. Special academic pricing shall be available to all eligible Members. Mohave must approve special pricing before it is offered to any Member.

Telecommunications and information systems: All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the Member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices.

Travel time, mobilization, and trip charges: Contractor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization or trip charges are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization or trip charges may be based on mileage from the point of origin. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the Member.

PRODUCT LINES

Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products: New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

General Terms and Conditions (con't)

PRODUCT LINES

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

PROTESTS

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to bid specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Bidder shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder will be considered abandoned, and Mohave shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to Member until Member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to Member until a separation of purchased share has been made, delivered and received.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

General Terms and Conditions (con't)

SHIPPING (con't)

Shipping charges: If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if bidder agrees that Member will not be charged more than the actual invoiced amount for shipping. If contractor requires Member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Member or Member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Contractor Employee Fingerprinting: Contractor, subcontractors or vendors and their employees working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contractor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district. Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

Preparation: Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

General Terms and Conditions (con't)

SITE REQUIREMENTS (con't)

Stored materials: Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Bidder shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the bid.

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

SUBCONTRACTORS

Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the Member will establish a contractual relationship with subcontractors.

Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost bid to Member.

Subcontractor payment: Contractor agrees to pay subcontractors within seven days after receipt of payment from Mohave Member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from Member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

General Terms and Conditions (con't)

SUBCONTRACTORS (con't)

Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or Member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: Most Members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. Installation of equipment that becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public Members for property taxes. Contractors who sell lease contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

Transaction Privilege Tax (Sales Tax): Most Members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Documentation for Members who do not pay Transaction privilege tax is available upon request from Member. Contractor is responsible for charging taxes correctly.

Taxes on construction: Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's Members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Taxes on shipping: Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

General Terms and Conditions (con't)

TERM OF CONTRACT AND EXTENSION (con't)

Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the contract, and continued competitive prices for the materials and services provided under the contract.

TRADE-IN EQUIPMENT

Member and contractor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled by contractor and removed at contractor's expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to Mohave or its Members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its Member.

WARRANTY/QUALITY GUARANTEE (con't)

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

General Terms and Conditions: Standard Terms for Construction

BID SECURITY

Amount of bid security: Amount of bid security: All bidders for a contract under this IFB must include acceptable bid security in the amount of **\$50,000** with the submission of their bid.

Bid security requirement: School procurement rules [R7-2-1111 (A)] require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

Form of bid security: Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C)]. Bid security may be provided using a form similar to the Arizona Department of Administration State Purchasing Office (SPO) Form 301A with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. being the Agency of Record. (See last pages of this IFB for forms.)

CHANGE ORDERS

Adherence to specifications and drawings: The contractor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contractors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

Change order requirement: Member and contractor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Contractor shall not begin the revised work prior to receipt of the Mohave reviewed Member change order.

Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the Member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contractor, shall be borne by the contractor, and the contractor shall not be entitled to reimbursement for such costs.

CONSTRUCTION CONTRACTS

Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this IFB if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.

Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the prime contractor by the Mohave Member.

Member delays: As required by ARS §15-213 (D), the prime contractor will negotiate with Mohave Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the Mohave Member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

Standard Terms and Conditions for Construction (con't)

CONSTRUCTION CONTRACTS (con't)

Construction contract requirement: In any contract between the prime contractor and a Mohave Member based on this contract, the terms and conditions of this contract will prevail. In any contract between the Mohave Member and the prime contractor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county, and state offices needed to accomplish the work. The actual cost of permits and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

Form of construction contracts: A contract between the Mohave Member and the prime contractor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Member representative: All formal contact between the contractor and/or contractor's personnel and the Mohave Member shall be processed through the Member representative. The buying Mohave Member shall designate the Member representative at the time of purchase.

Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

Work performed by the buying Member: Work to be performed by the Mohave Member must be clearly described and agreed to by the buyer prior to project start up.

CONSTRUCTION SCHEDULE

Schedule adjustment: The Mohave Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

Schedule requirement: The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The buyer shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contractor to complete the project on schedule.

COORDINATION

Conflict with Member activities: The contractor and Member shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled Member activities with work under the contract. The contractor will notify the Member of any construction work that may negatively impact scheduled Member activities due to noise, etc.

Coordination with other contractors: The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

Interruption of other work: The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

Standard Terms and Conditions for Construction (con't)

DELIVERY OF CONSTRUCTION MATERIALS:

Condition of materials on delivery: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or unlabeled materials will not be accepted.

Delivery requirement: The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Member's representative.

Precautions: The contractor shall take all necessary precautions to protect its materials from damage, theft and misuse. The Member shall have no responsibility for such precautions or protection.

Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

INSURANCE

Course of Construction Insurance: Upon request from Member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance, must be identified in the pricing workbook.

Deductibles: Contractor shall pay the deductibles required by the insurance provided under this agreement.

Indemnification: During the life of the contract, contractor agrees to save and hold harmless Mohave and/or its Members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contractor further agrees to waive any right of recovery against Mohave and/or its Members for damage to the property of contractor, whether caused by negligence on the part of Mohave and/or its Members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its Members for fire damage to property under contract and not yet formally accepted by Member even though said property at the time of loss may be occupied, in whole or in part, by Member.

Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contract. Upon request, contractor shall provide Mohave and/or Member with a certificate of insurance naming Mohave and/or the buying Member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the Owner has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Scope of Insurance: Contractor's insurance shall provide adequate protection for contractor and contractor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

LABOR PRACTICES

Labor practices: The prime contractor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the Mohave Member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Mohave Member must be limited to only those approved by the Mohave Member.

Labor requirements: The method and manner of performance must be stated: employees of the prime contractor are not employees of the Mohave Member; the level of competency of the personnel will be subject to approval by the Mohave Member; the prime contractor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the Member employees and contract vendor employees will be clearly stated.

Standard Terms and Conditions for Construction (con't)

LABOR PRACTICES (con't)

Quality control: The Member shall have the right to require the contractor to remove from the project any employee or representative of the contractor, its subcontractors or suppliers that the buyer may deem incompetent, careless, insubordinate, or otherwise unacceptable.

Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

Supervision: The contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the Member and the contractor and must be agreed upon in writing prior to start up. If the Mohave Member declines a liquidate damages or early incentive agreement, the contractor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other Member costs will be identified in writing and agreed upon.

PERFORMANCE AND PAYMENT BONDS

Form of performance and payment bonds: Performance bonds between the Member and the prime contractor shall be on forms similar to SPO Form 302. Payment bonds between the Member and the prime contractor shall be on forms similar to SPO Form 303.

Issuing performance and payment bonds: Upon execution of a contract between a Mohave Member and the prime contractor, performance and payment bonds shall be provided to the Member as required in ARS §§ 34-222, 34-223, 28-6923, 41-2574, or R7-2-1112 (A, B, C, D), as applicable. The prime contractor agrees to notify the Mohave Member in writing of this requirement before accepting any work orders.

If the prime contractor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contractor will supply Mohave with a copy of the bonds for our records, upon request.

Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the Member and the prime contractor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the Member and the prime contractor shall be executed by a surety company authorized to do business in Arizona.

Standard Terms and Conditions for Construction (con't)

PROGRESS PAYMENTS

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the Member; it is the responsibility of the Mohave Member to review and approve any estimates of work completed. If the Mohave Member issues a written statement to the bidder that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

Schedule of payments: Once all bonds are in place, the prime contractor and the Member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the Mohave Member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1115 (C).

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that Member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B)]. Upon request, the prime contractor must provide Mohave or the buying members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

PROJECT ADVERTISING

The prime contractor must agree that the Mohave Member reserves the right to release information about the project and that any advertising of the project by the prime contractor must be approved by an authorized official of the Member.

PROJECT COMPLETION

Project documents: Upon completion of the work, the contractor shall present the Member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the Member.

Unfinished work: Even if final payments are made, if the Member discovers an unfinished job that should have been completed, the contractor shall complete the work in a timely fashion at no additional cost.

PUBLIC WORKS

Preservation: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

Receipt of public funds: Contractors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

Standard Terms and Conditions for Construction (con't)

PUBLIC WORKS (con't)

Residency requirement: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Restoration: The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the buyer.

Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS § 34-461).

RETENTION

Fifty percent completion adjustments: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the Member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the Member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention requirement: Ten (10) percent of all contract payments shall be retained by the Member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Member for each progress payment.

Substitute security: If the Member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E). If a substitute security is agreed to, the prime contractor must provide Mohave and the Member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, the Member, or the prime contractor in relationship to the security assigned.

RULES, REGULATIONS AND CODES

Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting (RRP) activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the buyer of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise Mohave Member contact person whenever work is expected to be hazardous to school children, district employees and/or operators.

Standard Terms and Conditions for Construction (con't)

SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing printed by the Corporate and Financial Affairs Division of the Arizona Department of Insurance, 2910 North 44th Street, Suite 210, Phoenix, AZ 85018-7256, (800) 325-2548.

WARRANTY/MAINTENANCE CONTRACTS

Extended warranties/service contracts: The prime contractor or a manufacturer may offer extended warranties available at extra cost for Mohave Members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged before installation as part of the purchase contract. This training will be priced per contract pricing.

Warranty work: The contractor will perform all warranty work and remain available to the Member should continued service be required after warranty obligations are met.

WORKSITE

Site access: The Member must provide an all-weather road to the site and prepare the site with room for construction equipment.

Site conditions: The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Stored Materials: Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**General Terms & Conditions and
Standard Terms & Conditions for Construction
Acceptance Form**

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions and the General Terms and Conditions: Standard Terms for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions and the General Terms and Conditions: Standard Terms for Construction:

- We take no exceptions/deviations to the general terms and conditions and the standard terms and conditions for construction

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general terms and conditions and the standard terms and conditions for construction. All exceptions/deviations must be clearly explained. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

Carpet, Floor Covering, and Concrete Floor Applications

Place after Tab 5

Mohave desires to contract with a qualified vendor or vendors to provide quality Carpet, Floor Covering, and Concrete Floor Applications. Services are sought for Mohave's statewide membership.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands of: Collins and Aikman, Mannington, Mohawk, Shaw, including and not limited to: Carpet, Floor Covering, and Concrete Floor Applications, and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions, and/or manufacturers.

Three vendors hold Mohave's current contracts for the specified products and services. Activity under the current Carpet, Floor Covering, and Concrete Floor Applications contracts for FY2010 was \$1,198,518, and year to date for FY2011 is \$504,308. Based upon feedback from our current Carpet, Floor Covering, and Concrete Floor Applications contract holders and our members, Mohave believes the lower amount for FY2011 is a direct reflection of the downturn in the economy and the lack of funding for the purchase of this type of product. Some Members are exploring options to replace worn carpeting and flooring, such as concrete floor grinding and polishing. Flooring surfaces such as this can provide Members a cost-effective alternative. Floor grinding and polishing have been added to provide Membership with alternate flooring solutions after carpet or flooring removal. We anticipate that annual contract volume from this solicitation will increase as members' budget constraints ease over the life of this contract. This information is provided as an aid to contract vendors in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The successful bidder(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

Do not submit carpet samples with your bid. Carpet samples will be requested, if necessary, during evaluation.

References used for IFB 11E-0603:

Floor Covering Installation Board (FCIB) <http://www.fciba.com>
The Carpet and Rug Institute (CRI) <http://www.carpet-rug.org>
Occupational Safety and Health Administration (OSHA) <http://www.osha.gov>
American Association of Textile Chemists and Colorists (AATCC) <http://www.aatcc.org>
Environmental Protection Agency (EPA) <http://epa.gov>
Americans With Disabilities Act (ADA) <http://usdoj.gov/crt/ada>
Arizona Registrar of Contractors <http://www.azroc.gov>
American Plywood Association (APA) <http://www.apawood.org>
Federal Test Standards (FTS) <http://apps.fss.gsa.gov/>
National Fire Protection Associations (NFPA) <http://www.nfpa.org>
United States Green Building Council (source for LEED guidelines) <http://www.usgbc.org/>

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-29. Please review them and complete the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 43).

- 1.01 All bidders must download and complete the 11E Carpet, Floor Covering, and Concrete Floor Applications Workbook titled "**11E Carpet, Floor Covering, and Concrete Floor Applications.xls**" located at <http://www.mesc.org/solicitations.html>. Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Failure to provide and complete the 11E Carpet, Floor Covering, and Concrete Floor Applications Workbook may render the bid non-responsive. ***Place after Tab 6.***
- 1.02 If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

1.0 Special Terms and Conditions (con't)

- 1.03 Pricing shall meet all requirements contained on the Discount and Price Schedule (pages 61 - 64). Follow all pricing instructions. Failure to provide pricing meeting those requirements may render your bid non-responsive.
- 1.04 The required minimum bonding capacities for this contract shall be: single \$150,000; and aggregate \$250,000. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your bid non-responsive. ***Place letter from bonding agency after Supplementary Information Question 3.7 in Tab 8.***
- 1.05 Bidder shall provide an original bid bond or alternate bid security in the amount of **\$50,000**. ***Place after Tab 1.*** Note: Bid security as a percentage of the bid value (i.e. - 10 % of contract award) is not acceptable.
- 1.06 Member may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of contract; or less than an amount determined by the Member. When bonds are not used, the contract vendor shall be paid upon the completion of the project. Member may request performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of contract.
- 1.07 Contract vendor may provide specialty carpet design services upon request by Member. However, Members shall not be charged for normal quotation and/or measurement services.
- 1.08 Contract vendor shall submit to Member any product substitution in writing prior to being sold. The reason(s) for substitution shall be stated in writing by the contract vendor. All product substitutions shall conform to the specifications and scope of work contained in this IFB and has the approval of the Member.
- 1.09 Contract vendor, in consultation with the member, shall develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contract vendor shall be willing to coordinate its activities with those of other trades working on the same project.
- 1.10 Hours allowed to work on a project shall be established by Member and the contract vendor shall abide by this policy. Weekend work shall be permitted as long as contract vendor submits this request to Member and Member approves request. Contract vendor shall clean up the project, and secure both equipment and project site for non-working hours.
- 1.11 Contract vendor shall promptly notify the Member's representative if he finds any discrepancies in, or omissions from, the plans, drawings, specifications, and/or any other document for any project. The Member shall issue written instructions upon such notification. The Member shall not be responsible for oral instructions or information.
- 1.12 When any aspect of the installation or removal of flooring is not covered by a rule, statute or law, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in America.
- 1.13 Contract vendor may provide installation only, product only, flooring removal only, and floor grinding/polishing only, services under an awarded contract.
- 1.14 Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on the same elevations. Under no circumstances will the contract vendor make adjustments to or alter in any manner the Member's existing facilities without prior approval from the member's authorized representative.
- 1.15 Contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with Member's representative. For materials supplied by the Member, it shall be the Member's responsibility to supply materials in sufficient quantity.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

1.0 Special Terms and Conditions (con't)

- 1.16 All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times.
- 1.17 Upon completion of work, the worksite shall be clean and free from debris.
- 1.18 All warranties shall begin on the date of final written acceptance by the Member. All materials used by the contract vendor at a worksite shall have a Material Safety Data Sheet (MSDS) as required by law. The MSDS shall be filed in a centrally located area accessible by the both the contract vendor and Member's personnel.
- 1.19 A copy of the standard official 15-year or 25-year warranty signed by a company officer and notarized shall be *placed after Supplementary Information Question 3.12 in Tab 8*. Warranty certificates signed by sales agents are not acceptable. **Carpets with warranties of less than 10-years will not be susceptible to award under this IFB.**
- 1.20 Contract vendor shall not be responsible for warranties on Member supplied material. Member must submit all claims for defective materials. Contract vendor shall, at a minimum, warranty the installation of the product for a period of five years. Installation warranties shall be provided to Member at the time of quotation.
- 1.21 All work areas shall be identified by signage, warning tape, or other warning devices, as required by law and ordinary business practices. All such signs shall be the property of the contract vendor, shall remain until the work is finished in any particular area, and be picked up by the contract vendor at the conclusion of the work.
- 1.22 The work site shall provide a working environment as recommended by the manufacturer including area heating or cooling, light and power requirements.
- 1.23 No more than six (6)% maximum overage of carpet shall be allowed in the estimation of carpet yardage needed to complete a project. Provide an explanation on overages in *Supplementary Information Question 3.9 in Tab 8*.
- 1.24 Mohave and its Members shall not be held responsible for quotation errors and/or omissions based on "take offs" from floor plans. Statements in the quotation e.g., "based on net plus industry standard wastage factor" in determining the total quantity of material required for a finished, professional job **shall not** be accepted.
- 1.25 Any necessary final inspection papers shall be signed before a final invoice is sent to Member.
- 1.26 **This is not a solicitation for VCT or Resilient Flooring.**
- 1.27 **Leasing services are not allowed.**

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications

Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by specification number on the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 43). Place pages 31 - 42 after Tab 5.

	Requirement	Comply	Deviate*
2.1	Carpet, Floor Covering, and Concrete Floor Applications – General Requirements		
2.1.01	A complete line of carpet that meets specifications is desired to meet the requirements of Mohave's diverse membership.	X	
2.1.02	Field measurements shall be required and performed by the contract vendor at no additional cost to the Member. Measurements shall be scheduled through the Member's representative, who may be present for the measuring. All measurements shall be from the physical site.	X	
2.1.03	Contract vendor and installing dealer representatives shall inspect all sub-floors, and/or base floors prior to beginning any project.	X	
2.1.04	Member supplied flooring materials shall include the manufacturer's installation instructions, and product specifications, for the installing contract vendor.	X	
2.1.05	Contract vendor shall immediately notify the Member if asbestos is identified in the work area. The Member shall provide further instructions in writing to the contract vendor. Asbestos abatement is not allowed under this contract.	X	
2.1.06	Contract vendor shall prepare concrete, stripwood, plywood, old wood, and/or terrazzo/ceramic sub-floors, and/or base floors in accordance with manufacturer's instructions.	X	
2.1.07	Subfloors or base floors prepared by Member shall meet the flooring manufacturers requirements before the installation of material by contract vendor. Contract vendor shall inspect floors prior to quoting or scheduling installations with Member. Floors found not to comply with requirements shall be brought up to specifications. Member may request contract vendor to perform work.	X	
2.1.08	Plywood sub-floors, and/or base floors shall meet the current applicable standards of the American Plywood Association's (APA) Construction Guide for commercial projects.	X	
2.1.09	Floor preparation shall include reasonable patching of the floor.	X	
2.1.10	Cracks and joints in floor surfaces shall be filled with recommended filler.	X	
2.1.11	Adhesives shall be non-toxic, non-flammable, releasable and able to provide a water and alkali-resistant barrier. Adhesives shall provide 100% coverage in compliance with ADA rules.	X	
2.1.12	Materials used in sub-floor, and/or base floor, preparation and repair shall be recommended by the manufacturer and shall be chemically and physically compatible with the system being installed.	X	
2.1.13	Product shall be covered and stored in a protected dry location with a recommended room temperature and not in any traffic area for other trades. Rolls shall be stacked horizontally and no higher than two high on a flat surface.	X	
2.1.14	Flooring material shall not be cut on finished flooring. If no alternative location is available, the contract vendor shall provide the appropriate protection to avoid damaging the finished floor surface.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.1 Carpet, Floor Covering, and Concrete Floor Applications – General Requirements (con't)		
2.1.15 All carpeting shall be tested for static using the American Association of Textile Chemists and Colorists (AATCC) testing method. When tested under current AATCC Test Method, the carpet shall not give static discharges in excess of the 3.0 KV for the life of the carpet.	X	
2.1.16 When using ASTM D-3936 testing for delaminating of secondary backing, minimum acceptable average pull strength shall be a minimum of 3.35 lbs. per inch.	X	
2.1.17 Using current AATCC Test Method 16E for International Gray Scale, light fastness shall be 3 after 80 Xenon Fade-Ometer hours unless stated otherwise.	X	
2.1.18 Manufacturers of tufted carpeting provided on this contract shall provide a 15-year non-prorated warranty against delaminating, edge ravel, excessive wear, static, zippering and resiliency loss.	X	
2.1.19 Manufacturers of vinyl backed closed-cell cushioned flooring shall provide a 25-year non-prorated warranty against excessive wear, delaminating, edge ravel, zippering, resiliency loss, and excessive static.	X	
2.1.20 Carpeting that is not antistatic shall be clearly identified to Member prior to quoting product. Non-antistatic carpets shall be identified on Member quotations.	X	
2.1.21 Carpet shall have a minimum NFPA Class B Flame Spread Rating.	X	
2.1.22 Contract vendor shall have a variety of colors and/or textures of flooring products available.	X	
2.1.23 All carpets shall meet or exceed current ASTM E 662 testing for smoke density.	X	
2.1.24 Floor covering shall have a very low negative impact on the quality of air in an enclosed building such as a classroom or office compound.	X	
2.1.25 Carpet shall be tested under and pass the current Indoor Air Quality (IAQ) Carpet Testing Program requirements of the Carpet and Rug Institution.	X	
2.1.26 Contract vendor may provide products that meet the specific guidelines, and are eligible for points under the Leadership in Energy and Environmental Design, (LEED). These products shall be clearly identified on Member quotations, and the manufacturers LEED product documentation shall be provided to the Member, upon request.	X	
2.1.27 No products, including adhesives, felt, Form Board or plaster, that contain asbestos fibers shall be used.	X	
2.1.28 Products may be made from new or recycled synthetic or natural material sources. Products containing post-consumer products shall be identified to Members.	X	
2.1.29 Products shall have no detectable levels of formaldehyde.	X	
2.1.30 Products shall not emit 4-phenylcyclohexene vapors (or similar solvent smells).	X	
2.1.31 Particles emissions over time shall be lower than any maximum level or standards established by applicable local, state or federal law.	X	
2.1.32 Cove base shall be made of SBR Rubber. Preformed corners shall be used on returns less than 2". Adhesive used to attach cove base to wall shall be the adhesive recommended by the manufacturer.	X	
2.1.33 Cove base shall be available in standard colors.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.1 Carpet, Floor Covering, and Concrete Floor Applications – General Requirements (con't)		
2.1.34 Cove material shall be resistant to common solvents and mild solutions of sugars, acids or alkaline. The products should be resistant to oil, common stains, and ordinary fungicidal/bacteriological growths.	X	
2.1.35 Cove material and replacement or decorator tiles must be resistant to common solvents and mild solutions of sugars, acids or alkaline. The products should be resistant to oil, common stains, and ordinary fungicidal/bacteriological growths.	X	
2.1.36 If other trades are working in the area, the carpet shall be protected from damage.	X	
2.1.37 Backing shall be used in high traffic areas, as recommended by manufacturer.	X	
2.1.38 Any costs to prepare the sub-floor shall be included in the member's purchase order to Mohave. <i>Place pricing for such services after Tab 6, and in the 11E electronic workbook.</i>	X	
2.2 Installation		
2.2.01 Authorized dealers of the manufacturer shall perform installation of floor covering products with an L-8 or L-13 license issued by the Arizona Registrar of Contractors. <i>Place copy of license after Supplementary Information Question 3.10 in Tab 8.</i>	X	
2.2.02 The contract vendor's installer shall be certified by the Floor Covering Installation Board (FCIB) and follow the guidelines of the Carpet Rug Institute (CRI) current installation guidelines. <i>Place a copy of the FCIB certification for all installers identified in the bid after Supplementary Information Question 3.11 in Tab 8, OR:</i> If contract vendor or manufacturer does not recognize or use FCIB certification, provide documentation describing the education, training, experience, and quality control features of the contract vendor's or manufacturer's certification program. <i>Place a copy of the documentation after Supplementary Information Question 3.11 in Tab 8.</i>	X	
2.2.03 Contract vendor shall insure that installer's FCIB or other acceptable certification remains current throughout the contract. Upon request, contract vendor shall provide Mohave a copy of installer's FCIB renewal certification or documentation of current education and/or training.	X	
2.2.04 Contract vendor certifies that each installer identified in the bid (or any future installer working under this contract) has any necessary OSHA Health and Safety and/or Hazard Communication Plan in place. The contract vendor shall obtain a copy of any written safety plan or Hazard Communication Plan prepared by installer. This plan shall be provided to Mohave, if requested.	X	
2.2.05 Installer shall be qualified to inspect sub-floor, and/or base floor, for cracks, holes, abrasions, rough spots, ridges, and other conditions that may adversely effect a quality installation and agree to notify the member, architect or general contractor in writing of necessary corrective steps before the carpet is installed.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.2 Installation (con't)		
2.2.06 Installation of all floor covering shall be in accordance with the FCIB standard CRI-104; where manufacturer installation instructions or specifications exceed CRI-104, the manufacturer's instructions shall be followed.	X	
2.2.07 FCIB or other acceptably certified installers shall provide on-site management of all personnel used in the work. The on-site contract vendor's representative shall have at least five years experience in the supervision of floor covering installation.	X	
2.2.08 FCIB or other acceptably certified contractor shall coordinate all site activities with the general contractor, architect, or Member representative.	X	
2.2.09 Installation shall be in full accordance with federal, state and local regulations and ordinances.	X	
2.2.10 Contract vendor shall guarantee the workmanship of the installation of the carpeting for a period of five years from final acceptance by the Member.	X	
2.2.11 The installing dealer shall not install on floors that do not meet recognized industry standards.	X	
2.2.12 Contract vendor shall perform complete floor covering operation/installation including floor preparation, standard leveling, laying, trimming, seaming, stretching, tucking, rolling, etc. all in strict accordance with manufacturer's recommendations and instructions.	X	
2.2.13 Sub-floor, and/or base floor, shall be clean, and free from moisture, grease, wax, paint, or other foreign substances. It is the responsibility of the installer to inform the member of site preparation requirements.	X	
2.2.14 Carpeting shall not be installed if the sub-floor, and/or base floor, or work environment fails to meet the manufacturer's installation instructions.	X	
2.2.15 Installed carpet shall be flat without bubbles.	X	
2.2.16 Installed antistatic carpets shall give protection from static discharges.	X	
2.2.17 Installation adhesives shall neither cause nor contribute to air quality problems.	X	
2.2.18 Contract vendor shall arrange with Member to unroll flooring 24 hours prior to installation to allow it to conform to the recommended room temperature specified by the manufacturer.	X	
2.2.19 Contract vendor shall arrange for the rooms and sub-floors, base floors to be maintained recommended temperature, or an agreed upon temperature, for 48 hours on either side of application of flooring.	X	
2.2.20 Contract vendor shall neatly cut and fit carpet to electrical and mechanical penetrations through floors.	X	
2.2.21 All carpeting shall be installed with the manufacturer's recommended materials and method(s) of installation.	X	
2.2.22 Contract vendor shall install carpet with a minimum of seams. Small carpet strips shall not be used. All seams shall be seam sealed with proper (i.e. manufacturer's recommended) sealer	X	
2.2.23 Contractor shall be able to install cove base, have skill in installing on stairs, staircases, risers and riser boards, be able to level flooring to prepare for installation of tile or carpeting, and provide other custom installation services, as requested by the member.	X	
2.2.24 Contract vendor shall install cove base and provide other related finishing touches to the work.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.2 Installation (con't)		
2.2.25 Carpet shall be completely vacuumed after installation. Soiled spots or excessive adhesive on carpet shall be removed. Loose pieces of face yarn shall be trimmed	X	
2.2.26 Contract vendor shall guarantee installation to hold firmly and tightly in place without seam openings, wrinkling, creeping, edge loosening or seam raveling.	X	
2.2.27 All excess and usable scraps of carpet shall be left for the Member. If Member request that scraps and excess carpet be taken away, the contract vendor shall comply and disposable of leftover carpet according to the applicable state statute.	X	
2.2.28 Contract vendor shall obtain prior approval from the member for additional costs for installations considered by the contract vendor to be "abnormal" or "non-standard." <i>Describe these costs and place pricing after Tab 6, and in the 11E electronic workbook.</i>	X	
2.3 Flooring removal		
2.3.01 Remove flooring from concrete and/or non-concrete floors as instructed by the Member.	X	
2.3.02 Remove conventional carpet, backing, tape or adhesive and any residue.	X	
2.3.03 Remove vinyl composition tile, adhesive and any residue.	X	
2.3.04 Remove sheet vinyl flooring, adhesive and any residue.	X	
2.3.05 Remove other flooring materials, adhesives or other attaching materials, and any residue.	X	
2.3.06 Remove carpeting and/or vinyl from steps and risers.	X	
2.3.07 If existing carpet and base are removed, all refuse becomes property of the contract vendor and shall be removed from Member's site. Member's dumpsters are not to be used for carpet waste, unless Member approves such use.	X	
2.3.08 Other types of hard flooring shall be removed in a similar manner.	X	
2.3.09 For removal services, where no flooring is to be reinstalled or other flooring finish is provided, floors shall be free of debris, exposed nails or tack strips, and clean. Contract vendor shall not be responsible for electrical and mechanical penetrations, flooring vents, etc. that may pose a tripping hazard as a result of the removed flooring.	X	
2.3.10 Removal of any vinyl-asbestos tile or other flooring with asbestos fibers is not allowed under this contract. If asbestos tile is found, the contract vendor shall notify the Member's representative and wait for instructions. Any vinyl-asbestos tile or other flooring with asbestos fibers shall be handling and disposal of by a licensed abatement company.	X	
2.3.11 All waste materials shall be handled in compliance with applicable standards. Removal and disposal of waste materials and debris shall comply with applicable standards, building codes and regulations.	X	
2.3.12 All rubbish, wrappings, debris, trimmings, and other trash shall be removed from the site and disposed in accordance with applicable rules, regulations and statutes.	X	
2.3.13 All applicable disposal costs, i.e. dumpster rentals, transportation of refuse, landfill disposal fees, etc. shall be included in Member quotation. <i>Describe these costs and place pricing after Tab 6, and in the 11E electronic workbook.</i>	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.3 Flooring removal (con't)		
2.3.14 Member refuse containers may only be used for materials that are acceptable as general refuse, shall not overload the container, and the Member's representative has authorized use of container.	X	
2.4 Tufted carpet		
2.4.01 A complete line of carpet that meets specifications is desired to meet the requirements of Mohave's diverse membership.	X	
2.4.02 Carpet construction shall be tufted loop, tufted multi-level loop, or similar tufted construction.	X	
2.4.03 Carpet in 6' and 12' rolls and modular tile is desired. Modular tiles shall be 18"x18" and 24"x24", subject to industry tolerances.	X	
2.4.04 Modular tiles shall be installed in accordance with manufacturer's instructions. Mock-ups that show tile seams shall be provided to Members prior to order commitment.	X	
2.4.05 A variety of pile weights from 16-oz. to 32-oz. are desired.	X	
2.4.06 A variety of densities from 4000 to 9000+ are desired.	X	
2.4.07 Pile height shall be .08" or greater.	X	
2.4.08 Tufts per square inch shall be 64 or higher, preferably higher.	X	
2.4.09 Carpet shall be solution and/or yarn dyed.	X	
2.4.10 Cushion backing shall be 100% polyurethane composition with a density of 18 lbs. minimum. No backing of polyvinyl chloride (PVC) will be acceptable.	**	
2.4.11 Custom color shall be available for orders over 1,000 square yards.	X	
2.4.12 Acceptable fiber shall be bulk continuous filament Type 6.6 nylon.	**	
2.4.13 Products that cover asbestos-containing flooring or sub-flooring, and/or base flooring, and eliminate the need for abatement are desired.	X	
2.4.14 Nylon fibers are to be treated with Duratech®, or an approved equivalent product, applied during the final manufacturing process.	X	
2.4.15 Primary backing shall be 100% tufted synthetic material.	X	
2.4.16 A secondary cushion backing of reinforced vinyl composite closed cell polymer is desired.	X	
2.4.17 Carpeting with factory-applied releasable adhesive system is desired.	**	
2.5 Vinyl Cushion Tufted Textile		
2.5.01 Floor covering shall be able to be installed over asbestos floor tile. When applied the carpet shall provide an airtight, impermeable, permanent barrier to asbestos containing building material to prevent the release of asbestos fibers into the air.	X	
2.5.02 Floor covering product shall be installable over existing carpet, if necessary, if the carpet to be covered is a glue-down product whose removal might cause health or safety problems.	X	
2.5.03 Floor covering shall be vinyl backed to serve as a 100 percent moisture barrier. The wearing surface shall be tight and dense and the edges shall not unravel or zipper. Seams shall be chemically welded to result in a monolithic covering.	**	
2.5.04 The backing system shall provide a 100% barrier to moisture penetration. On average, the backing weight should be about 2.2 lbs per square yard and be about 1/6th of an inch thick.	X	
2.5.05 The backing system shall be a thermoplastic vinyl composite, be fully fused to permit no delaminating and be a closed cell cushion backing. The closed cellular make-up may be verified by microscopic examination.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation. **Modified in Addendum 2.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.5 Vinyl Cushion Tufted Textile (con't)		
2.5.06 Floor covering shall have a built-in Tackifier, or an approved equivalent product, adhesive system rather than a wet system. Installation shall be accomplished without a lingering odor.	X	
2.5.07 Product shall be supplied with a cured Tackifier, or an approved equivalent product, applied to the back of the system at the time of manufacture. The product shall be applied without the use of wet adhesives.	X	
2.5.08 Acceptable fiber shall be bulk continuous filament Type 6.6 nylon. Alternate fibers shall equal or exceed the quality and features of these fibers.	**	
2.5.09 Nylon fibers are to be treated with Duratech®, or an approved equivalent product, applied during the final manufacturing process.	X	
2.5.10 Acceptable face construction shall include textured loop, level loop, Accuweave, or an approved equivalent product, textured loop and textured patterned loop.	X	
2.5.11 A variety of pile weights from 16-oz. to 32-oz. are desired.	X	
2.5.12 A variety of densities from 4000 to 9000+ are desired.	X	
2.5.13 Pile height shall range from 0.117" to 0.218".	X	
2.5.14 Carpet shall be solution and/or yarn dyed.	X	
2.5.15 Backing density of 18.5 lbs./cu. ft. or greater.	X	
2.5.16 The product shall be manufactured in 6' foot wide rolls and modular tile. Modular tiles shall be 18"x18" and 24"x24", subject to industry tolerances.	X	
2.5.17 Modular tiles shall be installed in accordance with manufacturer's instructions. Mock-ups that show tile seams shall be provided to Member prior to ordering commitment.	X	
2.6 Miscellaneous		
2.6.01 Furniture moving shall be conducted in a professional manner and care shall be taken with the Member's furniture.	X	
2.6.02 Any costs to move furniture, including any disassembly and/or assembly, shall be included in the Member's purchase order to the contract vendor. <i>Place pricing for such services after Tab 6, and in the IIE electronic workbook.</i>	X	
2.6.03 Member shall be responsible for secured storage of furniture. Upon request by Member, contract vendor may provide rental storage units, or other temporary storage on Member's site. <i>If rental service is to be provided, pricing for these units must be included in Tab 6, and in the IIE electronic workbook.</i>	X	
2.6.04 Contract vendor shall have a variety of colors available and the ability to add a logo or simple graphic design to create a custom designed floor covering. The installer shall be able to install such designs.	X	
2.7 Concrete Grinding/Polishing/Staining		
2.7.01 Contract vendor shall perform concrete grinding in such a manner that minimizes grinding dust. Contract vendor shall be responsible for sealing off grinding area to prevent dust accumulations in non-working areas. All Member property in the area where grinding is performed shall be protected from grinding dust particles. Signage warning of hazards and operations shall be displayed at all entry points to the grinding area. Proper safety protective gear shall be provided to all personnel in the grinding area.	X	
2.7.02 Skilled personnel using the specialized equipment designed for concrete grinding shall perform concrete grinding.	X	

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation. **Modified in Addendum 2.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.7 Concrete Grinding/Polishing/Staining (con't)		
2.7.03 Concrete grinding shall include wet, and/or dry grinding methods.	X	
2.7.04 Concrete floor shall be level after grinding. All "dips," "humps," and other "unevenness" shall be addressed.	X	
2.7.05 New concrete floors shall have a minimum curing time of 28 days before grinding.	X	
2.7.06 Contract vendor shall inspect concrete flooring prior to polishing. Member shall be notified of any imperfections, waviness, patching, or porous-ness that may be present in concrete flooring, which may not result in a satisfactory finish. Contract vendor shall provide solutions or recommendations as necessary to Member prior to polishing concrete flooring.	X	
2.7.07 Contract vendor shall remove dirt, grease, coatings, or blemishes prior to polishing concrete flooring.	X	
2.7.08 Skilled personnel using the specialized equipment designed for concrete polishing shall perform concrete polishing.	X	
2.7.09 Penetrating hardeners and/or sealers shall be applied to the concrete flooring during the polishing process.	X	
2.7.10 Polished concrete floors shall be treated with anti-slip conditioners. Contract vendor shall provide Member with information and recommendations on anti-slip conditioner products.	X	
2.7.11 Concrete sealers, stains, and dyes shall be applied per the manufacturer's recommendations. Contract vendor shall remove any unused portions of concrete sealers, stains, and dyes from Member site. Disposal of all waste materials (unused sealers, stains, or dyes, cleaning materials, etc.) shall be in accordance with the manufacturer's recommendations, and any applicable local, state, and federal laws or guidelines.	X	
2.7.12 Work areas shall be properly ventilated, proper safety protection shall be worn in the work area, signage shall clearly identify the work area, and the work area shall be secured to prevent general access to the area. Prior to application of the staining or dyeing material, Member shall be informed of any hazardous materials, or stains containing noxious fumes that may be used in the staining application.	X	
2.7.13 Stains and dyes shall have the manufacturer's recommended sealer applied to stained concrete flooring. Sealers shall prevent the "leaching" of stains and dyes to the exposed concrete flooring surface.	X	
2.7.14 Contract vendor shall apply three coats of floor finish or wax to protect sealer on stained or dyed concrete floors from wear. Contract vendor shall provide Member with information and recommendations on the maintenance of stained or dyed concrete flooring.	X	
2.8 Environmental, "Green Procurement," health, and safety		
2.8.01 Some waste products may be recycled. Contract vendor shall utilize local recycle centers that accept materials, including used carpeting, for recycling. Upon request, contract vendor shall notify Member of the products to be recycled, or that are sent to a landfill.	X	
2.8.02 If a carpet product is certified or approved by the EPA as an "enclosure" for asbestos, manufacturer shall provide a description of the circumstances that are necessary for its carpeting to eliminate the need for asbestos abatement. <i>Place this information after Supplementary Information Question 3.14 in Tab 8.</i>		X

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
2.8 Environmental, "Green Procurement," health, and safety (con't)		
2.8.03 Emission rates of total volatile organic compounds (TVOC) shall be indicated. The air concentrations over time of individual organic compounds shall be identified. Results of air quality studies performed on the carpet to be placed on contract shall be provided. <i>Place this information after Supplementary Information Question 3.15 in Tab 8.</i>	X	
2.8.04 Tests that measure the carpet's ability to resist radon from passing through the carpet shall be included for informational purposes. <i>Place this information after Supplementary Information Question 3.16 in Tab 8.</i>		X
2.8.05 Installed carpet shall be securely attached to the floor and be in full compliance with the Americans with Disabilities Act, Section 4.5.3.	X	
2.8.06 Solution dyed fibers with inherent antimicrobial properties are requested. Results of carpet tested according to the procedures outlined in AATCC 174 and AATCC 175 are to be included <i>Place this information after Supplementary Information Question 3.17 in Tab 8.</i>	X	
All carpets shall meet or exceed current GSA AATCC 174 testing for antimicrobial.		

*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 43). List the specification number for each deviation.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

- We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

2.8.02 - It is not industry standard for carpet manufacturers to request approval from the EPA to certify a carpet product as an enclosure for asbestos. However, all of the vinyl-backed carpets we have offered would provide a proper encapsulant to an asbestos floor. Please keep in mind that once carpet is adhered to Vinyl Asbestos Tile both products would be considered "Asbestos Containing Material" in a future removal.

2.8.04 - Testing which measures the carpet's ability to resist radon from passing through the carpet is not a test standardly performed within the carpet industry. Therefore, testing from each of our proposed manufacturers is not available for submission with this offer.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information

3.1 PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer. This PPI information will be a factor in the determination of your firm being a responsible and responsive bidder.

Provide a list of five (5) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. Provide the name of the public agency, contract sales amount, year of the project, contact name, telephone number and description of the project. Arizona public agency references are preferred.

If you cannot provide five (5) Arizona references, please explain why and provide other public agency references. Failure to provide these references may render your bid non-responsive.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Cartwright USD	\$104,000	2010	Larry Maloney	623-691-391
Description of Project #1					
Furnish and Installation of Carpet, Walk-Off Tiles and VCT projects throughout various schools					
2	Kingman USD	\$108,000	2010	Oz Enderby	928-753-5678
Description of Project #2					
Replace Carpet & VCT at La Senita Elementary					
3	City of Scottsdale	\$22,000	2011	Ken Hubbard	480-312-5408
Description of Project #3					
Replace Carpet with Carpet Tile and Rubber Tile at Civic Center Library					
4	City of Sedona	\$10,000	2010	Dave DeMerritt	928-203-5058
Description of Project #4					
Install Carpet Tile in Teen Center					
5	Washington ESD	\$108,000	2011	Kim Orozco	602-757-4195
Description of Project #5					
Furnish & Install Carpet and VCT					

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.2 Indicate if your bid is regional or statewide: Regional _____ Statewide X
If regional, indicate the regions in Arizona you will service.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 88%

Northern Arizona 7%

Southern Arizona 5%

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Continental Flooring Company services all regions of Arizona. Our marketing and sales efforts are

distributed equally to all Mohave customers across the state. When a customer has a project, Laura

Kuligowska, our Mohave Contract assigned Floor Covering Consultant, schedules an appointment to

view the job site and discuss project specifics. She travels the state to work with customers on their

projects on a regular basis. Their location in the state is irrelevant when it comes to customer service.

In our eyes, all Mohave customers deserve the same level of customer services as a customer would

receive if they were located within the same city.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.3 If a Mohave Member in a geographic area of the state remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

Continental Flooring Company is a nationwide contractor, servicing and installing floor covering
products across the United States. We have over 30 years of experience in installation projects close to
home and across the country. Within the State of Arizona, we have developed a strong group of
experienced and dedicated installation crews who are willing to travel to any and all areas of the State.
Should a circumstance occur where the utilization of a local subcontractor become necessary, we would
Ensure that the local subcontractor possess the same standards as required from our regular installation
crews. Upon the decision to utilize this new subcontractor, we would inform MESC of the subcontractor
addition, and provide any and all documentation necessary. Continental Flooring Company would
potentially subcontract the entire installation portion of the project.

Provide a list of subcontractors if any, to be used if awarded a contract. Provide complete information on each subcontractor, including name of the firm, names and titles of management, location, phone number, services to be performed, license numbers, and any other pertinent information. Only subcontractors listed here will be authorized to perform work under an awarded contract.

Name of Firm	Management Personnel Name	Title	Location	Phone Number	Services to be Performed	License Number(s)
Rand L Flooring, Inc. dba Rocky S. Flooring	David Dewayne	President	Arizona	602-469-5160	Flooring Installation	L-8 208632
Tommie S. Flooring, LLC	Tommie Mitchell	President	Arizona	602-909-8896	Flooring Installation	L-13 233402
Scott Halloran Floors, LLC	Scott Halloran	President	Arizona	602-478-1701	Flooring Installation	K-8 260747

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.4 Will Members be required to sign any additional agreement(s) (sales, warranty, maintenance, etc.)?

Yes No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements **shall not** include:

- o Waiver of right for a jury trial;
- o Requirement of upfront payment by Member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid non-responsive.**

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.5 Our pricing methodology is percentage off published MSRP.

Our pricing methodology is fixed pricing.

Our pricing methodology is a combination of percentage off published MSRP and fixed-pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the general terms and conditions.)

Our proposed pricing is based upon manufacturer's commercial price lists. Any requests for economic

price adjustments would be in direct relation to price adjustments our manufacturers make to these price

lists.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.6 If mobilization and/or travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the general terms and conditions.)

Mileage rates are applied only to project locations outside of the Metropolitan Phoenix area. Mobilization charges would only apply in emergency situations where immediate travel is necessary and/or on small projects under 150 square yards.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.7 Per Special Term and Condition 1.04, provide evidence of your single and aggregate bonding capacity after this page.



1121 E. Missouri Avenue • Suite 102 • Phoenix, Arizona 85014
Telephone: 602.212.9160 • Facsimile: 602.212.9161 • www.pwbonds.com

Mohave Educational Services Cooperative
211 N 7th Street
Kingman, AZ 86401

June 1, 2011

Re: **Continental Flooring Company**
Surety Bond Program

Project: Flooring Material and Installation #IFB 11E-0603

To Whom It May Concern,

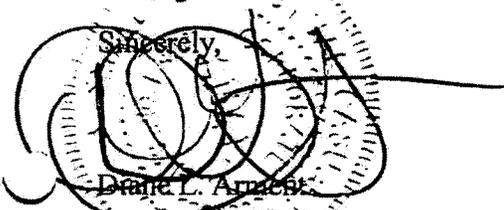
We are pleased to advise that Continental Flooring Company is a surety client of our agency. Our research of this firm, combined with their past experience, indicates a company well versed in the flooring installation business across the entire United States.

Continental Flooring Company is currently bonded with Employers Mutual Casualty Company who has an AM Best Rating of "A-" (Excellent) and is licensed to do business in all fifty (50) states and the District of Columbia. Their current bond line supports bonded projects in excess of \$1,000,000 single and an aggregate limit that fully meets their bonded needs of \$3,000,000 or more. Employers Mutual Casualty Company would be in a position to consider providing more capacity subject to normal underwriting considerations. The issuance of any performance and payment bonds would be subject to your award of a contract and the contractor's acceptance of such award as well as Employers Mutual Casualty Company's receipt, review and acceptance of the contract documents and routine underwriting information.

There will be full bonding capacity for this contract available at the time of the award of the contract.

Continental Flooring has been bonded in business since its founding in 1979. Their previous surety markets have been Amwest, Continental, CNA, Gulf, Kemper and Hanover Insurance. They have successfully completed bonded projects ranging from \$5,000 to \$5,000,000 in contract price. No surety company has ever been requested to complete any bonded project on behalf of the contractor, nor has a surety company ever paid any money to ensure that payment obligations were met.

Please feel free to call me if you require additional information.

Sincerely,

Diane L. Arnold
Attorney-in-Fact

Employers Mutual Casualty Company

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.8 If bidder is a manufacturer, please explain the relationship you have with your dealers and installers. If bidder is a dealer, explain relationship with the manufacturers you represent.

We are a bona fide dealer for each of the manufacturers proposed under this IFB. We work very closely
with these manufacturers to provide the most appropriate product for the customers project, at the most
competitive pricing. On a regular basis, our employees and subcontract installation crews undergo
training on current products as well as installation methods. When applicable, our crews have undergone
training to become a certified installation crew with these manufacturers.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.9 Per Special Term and Condition 1.23: *No more than six (6)% maximum overage of carpet shall be allowed in the estimation of carpet yardage needed to complete a project.* Describe your policy regarding "overages" and your methodology for measurements.

Our estimates are based upon the actual amount of carpet required to install with minimal seams.

Our methodology for measurements is to optimize the carpet with a minimal amount of seams.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.10 Per the Scope of Work and Specifications 2.2.01, provide copies of your L-8 and/or L-13 licenses after this page.

IMPORTANT NOTICE
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18) AND § 32-1151.01]
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CONTINENTAL FLOORING COMPANY
9319 N 94TH WAY STE 1000
SCOTTSDALE AZ 85258

IMPORTANT NOTICE
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CONTINENTAL FLOORING COMPANY
9319 N 94TH WAY STE 1000
SCOTTSDALE AZ 85258

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH: DEC 2009
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



CONTINENTAL FLOORING COMPANY

CONTRACTORS LICENSE NO. ROC085121 CLASS L-08
FLOOR COVERING

COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

Fidelio V. Garcia
DIRECTOR

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Fidelio V. Garcia
DIRECTOR



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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 208632 (Friday, May 27, 2011 9:15:50 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
R and L Flooring Inc DBA: Rocky S Flooring 5056 E Dallas St Mesa, AZ 85205-8411 Phone: (602) 469-5160	CURRENT	L-8 COMMERCIAL CORPORATION	First Issued: 06/28/2005 Renewed Thru: 06/30/2011

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	



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 licenses, 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

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Details for License Number 260747 (Friday, May 27, 2011 9:14:57 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Scott Halloran Floors LLC 49903 N 26th Ave New River, AZ 85087-9884 Phone: (602) 478-1701	CURRENT	K-8 DUAL LLC Recovery Fund Participant Yes	First issued: 11/29/2009 Renewed Thru: 11/30/2011

License Class & Description **K-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 Scott Paul Halloran
Position QP/MEMBER Qual. Date 11/29/2009

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.

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Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Recovery Fund Information

Number	Effective	Amount	Paid	Available	Company	Notes
K-8.260747-D-RF	11/29/2009	\$200,000.00	\$0.00	\$200,000.00	RECOVERY FUND PARTICIPATION	

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
RSB141939	11/29/2009	\$3,500.00	\$0.00	\$3,500.00	RLI INSURANCE COMPANY	



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Details for License Number 260747 (Friday, May 27, 2011 9:14:57 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Scott Halloran Floors LLC 49903 N 26th Ave New River, AZ 85087-9684 Phone: (602) 478-1701	CURRENT	K-8 DUAL LLC Recovery Fund Participant Yes	First Issued: 11/29/2009 Renewed Thru: 11/30/2011

License Class & Description **K-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 Scott Paul Halloran
Position QP/MEMBER Qual. Date 11/29/2009

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.
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Recovery Fund Information

Number	Effective	Amount	Paid	Available	Company	Notes
K-8.260747-D-RF	11/29/2009	\$200,000.00	\$0.00	\$200,000.00	RECOVERY FUND PARTICIPATION	

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
RSB141939	11/29/2009	\$3,500.00	\$0.00	\$3,500.00	RLI INSURANCE COMPANY	



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Details for License Number 233402 (Friday, May 27, 2011 9:12:29 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) 626-0668	CURRENT	L-13 COMMERCIAL LLC	First Issued: 06/24/2007 Renewed Thru: 06/31/2011

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 06/24/2007

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.
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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
LSM0281049	03/21/2011	\$2,500.00	\$0.00	\$2,500.00	R L I INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Amount	Paid	Available	Company	Notes
357822C	04/20/2009	\$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	

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.12 Per Special Term and Condition 1.19, provide the notarized copies of the warranty certificates after this page.

Received prior to bid
opening. See opening
documents.
6/3/11 @



9319 North 94th Way • Suite 1000
Scottsdale, AZ 85258
(480) 949-8509 • (800) 825-1221
FAX (480) 945-2603
e-mail: info@continentalflooring.com
www.continentalflooring.com

June 2, 2011

Via Federal Express – Priority Delivery

RE: Invitation for Bids 11E-0603
Carpet, Floor Covering and Concrete Floor Applications

Please include the enclosed document as part of our original submission submitted under separate cover and received by Mohave Kingman Contracts Office on 6/2/11. This document should be included under Tab 8, Section 3.12 of Supplementary Information.

An original and one copy have been included.

Received in Separate Envelope

Jay [Signature] 6/3/11 @
Jay [Signature] SVP
Sales Operat

The Mohawk Group

MODULAR WARRANTY

(ICT, ICT RC, UltraSet, Thermoplastic, AirTrek, EcoFlex, SelfLock)

This limited warranty applies to the original purchaser of The Mohawk Group* modular carpets for indoor commercial installations. This warranty applies only to the following products: all modular products containing thermoplastic, PVC or EcoFlex backings.

The use of The Mohawk Group branded adhesives is required to ensure optimum results and are the only approved adhesives warranted by The Mohawk Group. Failure to use The Mohawk Group-branded adhesives will result in warranties being null and void.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Mohawk Group's instructions and procedures and subject to the limitations set forth herein, The Mohawk Group warrants to the original owner, the following:

I. Items Under Warranty

1. WEAR – The Mohawk Group warrants for the life of the carpet that the carpet modules will not wear more than 10% of the surface pile for the life of the carpet.** "Wear" mean the fiber loss from the carpet modules through normal abrasion and does not include crushing, flattening of the carpet pile in any area, staining, soiling, fading, change in carpet module appearance, nor fiber loss due to abnormal usage of the carpet module.
2. STATIC PROTECTION – The Mohawk Group warrants for the life of the carpet that the carpet modules will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134-1979.
3. EDGE RAVEL/ ZIPPERING – The Mohawk Group warrants for the life of the carpet that the carpet modules will not zipper or develop continuous "pile yarn runners."
4. DELAMINATION – The Mohawk Group warrants for the life of the carpet that the carpet modules will not delaminate. Chair pads are not required for this warranty but are recommended for maximum appearance retention.
5. DIMENSIONAL STABILITY – The Mohawk Group warrants for the life of the carpet that the carpet modules will not lose their dimensional stability (i.e. shrink, grow, cup, dome) due to normal variations in atmospheric changes (temperature and/or humidity) or when maintained in accordance with The Mohawk Group's recommended maintenance procedures.

II. Limitations – This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of manufacturing defect in the carpet, including such disfigurement or damage as tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, or damage in transit.
2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.

TANDY KAUSTRUP
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 8/14/12

KARASTAN

LEES

Bigelow

DURKAN

www.mohawkgreenworks.com

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3. Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
4. Any condition that would have been visible upon inspection prior to the installation.
5. Any condition resulting from other than ordinary wear or from any use for which the product was not designed.

III. Obligations of Owner:

1. Owner must submit notice of all claims under this warranty to The Mohawk Group within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted in writing and delivered to the following:

Lees/Karastan
The Mohawk Group
Attention: Claims Department
706 Green Valley Road, Suite 300
Greensboro, NC 27408

Bigelow
The Mohawk Group
Attention: Claims Department
443 Nathaniel Drive
East Dublin, GA 31021

Durkan Hospitality
The Mohawk Group
Attention: Claims Department
405 Virgil Drive
Dalton, GA 30721

3. All areas in which carpet is to be replaced or repaired under the terms of this warranty must be free of all equipment, furnishings, partitions, and the like at the owner's expense.

IV. Warranty Remedies:

1. After receipt of proper written notice of the claim, The Mohawk Group will designate a representative to inspect the carpet with the owner's representative.
2. Subject to the above warranty limitations and owner's obligations, The Mohawk Group shall repair or, in its sole discretion, replace any carpet which does not meet the requirements of this warranty, at no expense to the owner for any cost of the replacement carpet material, adhesive, labor for removal of the defective carpet, and/or labor for the installation of any replacement carpet.
3. Any replacement will be made with a comparable produce selected by The Mohawk Group from the then-current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By the way of example and not limitation, damages arising from the interruption of use of the

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 DURKAN

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III The Mohawk Group

spaces affected or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.

4. The remedies provided in connection with this warranty are expressly in lieu or any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of The Mohawk Group. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by a representative of The Mohawk Group authorized to do so.

Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation may not apply to you. You may have legal rights under this warranty. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group responsibilities.

V. Mediation/Arbitration:

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
4. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

** "For the life of the carpet" is defined to be the lifetime of the original carpet for the particular installation. This warranty is not transferrable.

* The Mohawk Group is a division of Mohawk Carpet Distribution, Inc.

KARASTAN

LEES

Bigelow

 DURKAN


www.mohawkgreenworks.com

Received in separate Envelope
6/3/11 @

Jay Cooper
Jay Superlati SVP
Sales & Operat

The Mohawk Group

MODULAR WARRANTY

(ICT, ICT RC, UltraSet, Thermoplastic, AirTrek, EcoFlex, SelfLock)

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2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.

6/1/11
TANDY WILDBLUTRUP
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 8/14/12

KARASTAN

LEES

Bigelow

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3. Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
4. Any condition that would have been visible upon inspection prior to the installation.
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443 Nathaniel Drive
East Dublin, GA 31021

Durkan Hospitality
The Mohawk Group
Attention: Claims Department
405 Virgil Drive
Dalton, GA 30721

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3. Any replacement will be made with a comparable produce selected by The Mohawk Group from the then-current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By the way of example and not limitation, damages arising from the interruption of use of the

The Mohawk Group

spaces affected or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.

4. The remedies provided in connection with this warranty are expressly in lieu or any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of The Mohawk Group. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by a representative of The Mohawk Group authorized to do so.

Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation may not apply to you. You may have legal rights under this warranty. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group responsibilities.

V. Mediation/Arbitration:

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
4. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

** "For the life of the carpet" is defined to be the lifetime of the original carpet for the particular installation. This warranty is not transferrable.

* The Mohawk Group is a division of Mohawk Carpet Distribution, Inc.

KARASTAN

LEES

Bigelow

 DURKAN

 www.mohawkgreenworks.com

Exclusive to Durkan Commercial, Mohawk Commercial and Bigelow Commercial.

Jay Imperatori
Jay Imperatori, SVP

Tandy Nudstrup 5/30/4
TANDY NUDSTRUP
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 8/14/12

 The Mohawk Group
500 TownPark Lane Suite 400
Kennesaw, GA 30144

800-554-6637
www.mohawkgroup.com

KARASTAN
CORPORATE

DURKAN
COMMERCIAL

MOHAWK
COMMERCIAL

BIGELOW
COMMERCIAL

This limited warranty applies only to purchasers of The Mohawk Group carpet for indoor commercial installations. This warranty applies only to those products specifically designated by The Mohawk Group in writing. This warranty is void if the carpet is installed for residential use.

The use of Mohawk branded adhesives are required to ensure optimum results and are the only approved adhesives that Mohawk Industries will warrant. Failure to use Mohawk branded adhesives will result in warranties being null and void.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Mohawk Group's instructions and procedures and Owner meets its obligations hereunder, including the use of The Mohawk Group's adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to Owner the following:

I. Items Under Warranty:

1. **WEAR**—The Mohawk Group warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the life of the carpet.* By abrasive wear is meant fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet.
2. **TUFT BIND**—The Mohawk Group warrants that WELDLOK AND WELDLOK PLUS products will provide superior tuft bind capabilities in high-traffic environments for the life of the carpet. Any failure to perform with respect to tuft bind will be independently evaluated, and remedied if a product defect is responsible for substandard performance.
3. **STATIC PROTECTION**—The Mohawk Group warrants the carpet will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method #134-1979 for the life of the carpet.
4. **EDGE RAVEL**—The Mohawk Group warrants that the carpet will not have continuous ends coming out at lengthwise seams for the life of the carpet. Seam sealer is required during installation for this warranty to be in effect.
5. **ZIPPERING**—The Mohawk Group warrants that the carpet will not zipper or develop continuous "pile yarn runners" for the life of the carpet.
6. **DELAMINATION**—The Mohawk Group warrants that the carpet will not delaminate for the life of the carpet. Chair pads are not required for this warranty but are recommended for maximum appearance retention.
7. **DIMENSIONAL STABILITY**—The Mohawk Group warrants that the carpet will not lose its dimensional stability (i.e., growth or shrinkage) for the life of the carpet due to normal variations in atmosphere, temperature, or humidity.
8. **SPECIFICATIONS**—The Mohawk Group warrants that the carpet conforms to specifications established for the product, subject to normal manufacturing tolerances.

II. Limitations – This Warranty Does Not Include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of defect in the carpet. For example, the warranty does not cover tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, or damage in transit.
2. Edge ravel where carpet is cut for access to floor outlets and around trench header ducts or when seam sealer is not applied during installation.
3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
4. Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.
7. Exposure to excessive moisture will damage the construction of Weldlok and Weldlok Plus, and therefore is excluded from items under warranty.

III. Obligations Of Owner:

1. Owner must submit notice of all claims under this warranty to The Mohawk Group within the specified warranty period.
2. Claims must be submitted in writing and delivered to:

The Mohawk Group
Attention: Claims Dept.
443 Nathaniel Drive
East Dublin, Georgia 31021
3. All areas in which carpet is to be replaced under the terms of this warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, The Mohawk Group will designate a representative to inspect the carpet with Owner's representative and The Mohawk Group will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by The Mohawk Group, and subject to the above warranty limitations and Owner obligations, The Mohawk Group shall repair or, in its sole discretion, replace any carpet sold by it containing a defect covered by the above WELDLOK AND WELDLOK PLUS warranty, at no expense to Owner.
3. Any replacement will be made with a comparable product selected by The Mohawk Group from the then-current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, damages arising from the interruption of use of the spaces affected, or expenses in removing furniture from the affected area, shall not be included in its obligation.

4. The remedies provided in connection with the WELDLOK AND WELDLOK PLUS warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of The Mohawk Group. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by a representative of The Mohawk Group authorized to do so.

Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply to you.

You have legal rights under this warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group responsibilities.

V. Mediation/Arbitration:

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
 3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
 4. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.
- * For the life of the carpet is defined by The Mohawk Group to be the lifetime of the original carpet for the particular installation. This warranty is not transferable.

Unibond Flex Lifetime Warranty

Exclusive to Karastan Contract, Lees and Bigelow Commercial

Jay Imperatori
Jay Imperatori, SVP

Tandy Knudstrup
TANDY KNUDSTRUP
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 8 / 14 / 12

 The Mohawk Group

1975 West Oak Circle
Marietta, Georgia 30062

www.themohawkgroup.com
800-554-6637

This limited warranty applies only to purchasers of The Mohawk Group carpet for indoor commercial installations. This limited warranty applies only to those Unibond Flex products specifically designated by The Mohawk Group in writing. This limited warranty is void if installed for residential use. Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Mohawk Group's instructions and procedures and Owner meets its obligations hereunder, including the use of The Mohawk Group's adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to the designated Owner the following:

I. Items Under Warranty:

1. **WEAR** - The Mohawk Group warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the life of the carpet.* By abrasive wear is meant fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet..
2. **TUFT BIND** - The Mohawk Group warrants that its high-performance UNIBOND FLEX products will provide superior tuft bind capabilities in high-traffic environments for the life of the carpet. Any failure to perform with respect to tuft bind will be independently evaluated and remedied if a product defect is responsible for substandard performance.
3. **STATIC PROTECTION** - The Mohawk Group warrants the carpet will not give static discharges in excess of 3.5 KV when tested under the AATCC Test Method #134-1979 for the life of the carpet.
4. **EDGE RAVEL** - The Mohawk Group warrants that the carpet will not have continuous ends coming out at lengthwise seams for the life of the carpet. Seam sealer is required during installation for this warranty to be in effect.
5. **ZIPPERING** - The Mohawk Group warrants that the designated carpet will not zipper or develop continuous "pile yarn runners" for the life of the carpet.
6. **DELAMINATION** - The Mohawk Group warrants that the carpet will not delaminate for the life of the carpet. Chair pads are not required, but recommended for optimum textural performance.
7. **MOISTURE RESISTANCE** - The Mohawk Group warrants that the carpet will not lose its usable properties due to liquid damage from normal commercial activities for the life of the carpet, which includes but are not limited to such occurrences as spills, The Mohawk Group's recommended cleaning methods, etc
8. **DIMENSIONAL STABILITY** - The Mohawk Group warrants that the carpet will not lose its dimensional stability (i.e. growth or shrinkage with either stretch-in or glue down installations) for the life of the carpet due to normal variations in atmosphere, temperature, or humidity or when maintained in accordance with The Mohawk Group's recommended maintenance procedures.
9. **SPECIFICATIONS** - The Mohawk Group warrants that the carpet conforms to specifications established for the product identified in the execution section, subject to normal manufacturing tolerances.

II. Limitations

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of defect in the carpet. For example, the warranty does not cover tears, burns, pulls, cuts, installation on stairs or damage resulting from improper cleaning agents or methods, or damage in transit.
2. Edge ravel where carpet is cut for access to floor outlets and around trench header ducts.
3. Abuse by any athletic equipment such as roller skates, ski boots or golf shoes.
4. Differential fading from light exposure, shading, pile crush, dye lot differences, and soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Obligations of Owner:

1. Owner must submit notice of all claims under this warranty to The Mohawk Group within the specified warranty period.
2. Claims must be submitted in writing and delivered to:
The Mohawk Group
Attention: Claims Department
235 Industrial Blvd.
PO Box 800
Chatsworth, Georgia 30705
3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishing, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, The Mohawk Group will designate a representative to inspect the carpet with the Owner's representative and The Mohawk Group will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by The Mohawk Group, and subject to the above warranty limitations and Owner obligation, The Mohawk Group shall repair or, in its sole discretion, replace any designated carpet sold by it containing a defect covered by the above UNIBOND FLEX limited warranty, at no expense to the Owner
3. Any replacement will be made with a comparable product selected by The Mohawk Group from the then current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, damages arising from the interruption of use of the spaces affected, nor expenses in removing furniture from the affected area are included in our obligation.
4. The remedies provided in connection with the UNIBOND FLEX limited warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of The Mohawk Group. This limited warranty supersedes any additional or

inconsistent warranty(s) set by dealer, owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this limited warranty shall be effective unless in writing and signed by a Representative of The Mohawk Group authorized to do so.

Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply to you.

You have legal rights under this warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group responsibilities.

V. Mediations/Arbitration:

1. If a dispute arises out of or relates to this limited warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia, and in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
 3. Arbitrators shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
 4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.
- * The life of the carpet is defined by The Mohawk Group to be the lifetime of the original carpet for the particular installation. This warranty is not transferable.

Unibond Flex Bloc Lifetime Warranty

Exclusive to Karastan Contract, Lees and Bigelow Commercial

Jay Imperatori
Jay Imperatori, SVP

Tandy Knudstrup 5/30/11
TANDY KNUDSTRUP
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires 8/14/12

 The Mohawk Group

1975 West Oak Circle
Marietta, Georgia 30062

www.themohawkgroup.com
800-554-6637

This limited warranty applies only to purchasers of The Mohawk Group carpet for indoor commercial installations. This limited warranty applies only to those Unibond Flex Bloc products specifically designated by The Mohawk Group in writing. This limited warranty is void if installed for residential use. Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Mohawk Group's instructions and procedures and Owner meets its obligations hereunder, including the use of The Mohawk Group's adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to the designated Owner the following:

I. Items Under Warranty:

1. **WEAR** - The Mohawk Group warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the life of the carpet. * By abrasive wear is meant fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet..
2. **TUFT BIND** - The Mohawk Group warrants that its high-performance UNIBOND FLEX BLOC products will provide superior tuft bind capabilities in high-traffic environments for the life of the carpet. Any failure to perform with respect to tuft bind will be independently evaluated and remedied if a product defect is responsible for substandard performance.
3. **STATIC PROTECTION** - The Mohawk Group warrants the carpet will not give static discharges in excess of 3.5 KV when tested under the AATCC Test Method #134-1979 for the life of the carpet.
4. **EDGE RAVEL** - The Mohawk Group warrants that the carpet will not have continuous ends coming out at lengthwise seams for the life of the carpet. Seam sealer is required during installation for this warranty to be in effect.
5. **ZIPPERING** - The Mohawk Group warrants that the designated carpet will not zipper or develop continuous "pile yarn runners" for the life of the carpet.
6. **DELAMINATION** - The Mohawk Group warrants that the carpet will not delaminate for the life of the carpet. Chair pads are not required, but recommended for optimum textural performance.
7. **MOISTURE RESISTANCE** - The Mohawk Group warrants that the carpet will not lose its usable properties due to liquid damage from normal commercial activities for the life of the carpet, which includes but are not limited to such occurrences as spills, The Mohawk Group's recommended cleaning methods, etc.
8. **LIQUID MANAGEMENT** - The Mohawk Group warrants that the carpet will act as a liquid barrier and keep liquids from penetration through the backing system, as tested under the British Spill Test, for the life of the carpet. When installed with The Mohawk Group's Wet Set adhesive, UNIBOND FLEX BLOC will pass the 10,000 Impacts Test for the life of the carpet.
9. **DIMENSIONAL STABILITY** - The Mohawk Group warrants that the carpet will not lose its dimensional stability (i.e. growth or shrinkage for the life of the carpet due to normal variations in atmosphere, temperature, or humidity or when maintained in accordance with The Mohawk Group's recommended maintenance procedures.
10. **SPECIFICATIONS** - The Mohawk Group warrants that the carpet conforms to specifications established for the product identified in the execution section, subject to normal manufacturing tolerances.

II. Limitations:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of defect in the carpet. For example, the warranty does not cover tears, burns, pulls, cuts, installation on stairs or damage resulting from improper cleaning agents or methods, or damage in transit.
2. Edge ravel where carpet is cut for access to floor outlets and around trench header ducts, where seam sealer is not applied during installation.
3. Abuse by any athletic equipment such as roller skates, ski boots or golf shoes.
4. Differential fading from light exposure, shading, pile crush, dye lot differences, and soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Obligations of Owner:

1. Owner must submit notice of all claims under this limited warranty to The Mohawk Group within the specified warranty period.
2. Claims must be submitted in writing and delivered to:
The Mohawk Group
Attention: Claims Department
235 Industrial Blvd.
PO Box 800
Chatsworth, Georgia 30705
3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishing, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, The Mohawk Group will designate a representative to inspect the carpet with the Owner's representative and The Mohawk Group will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by The Mohawk Group, and subject to the above warranty limitations and Owner obligation, The Mohawk Group shall repair or, in its sole discretion, replace any designated carpet sold by it containing a defect covered by the above UNIBOND FLEX BLOC limited warranty, at no expense to the Owner
3. Any replacement will be made with a comparable product selected by The Mohawk Group from the then current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, damages arising from the interruption of use of the spaces affected, nor expenses in removing furniture from the affected area are included in our obligation.

4. The remedies provided in connection with the UNIBOND FLEX BLOC limited warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of The Mohawk Group. This limited warranty supersedes any additional or inconsistent warranty(s) set by dealer, owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this limited warranty shall be effective unless in writing and signed by a Representative of The Mohawk Group authorized to do so.

Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply to you.

You have legal rights under this warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group responsibilities.

V. Mediations/Arbitration:

1. If a dispute arises out of or relates to this limited warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia, and in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
 3. Arbitrators shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
 4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.
- * The life of the carpet is defined by The Mohawk Group to be the lifetime of the original carpet for the particular installation. This warranty is not transferable.

shaw contract group®

15 Year Commercial Limited Warranty for Ecoworx® Tile Backing System

Ecoworx Tile (Modular) is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a fiberglass reinforcing layer.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **Ecoworx Tile (Modular)** backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inform at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the Ecoworx Tile 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with this high performance backing system will not edge ravel.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.

Backing - Integrity/Dimensional Stability - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide dimensional stability, per the AACHEN Test.

shaw contract group®

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance tile backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ecoworx Tile 15 Year commercial limited warranty:

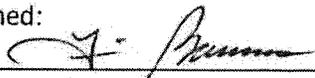
This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

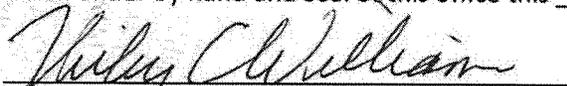
Date

State of Georgia

County of

Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Warranty for TekLok® Backing System

TekLok® is a broadloom backing system made with a high performance SBR latex pre-coat and a high performance SBR secondary coat laminated to a woven secondary backing.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our TekLok broadloom backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the TekLok 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with our high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with our high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with our high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

shaw contract group®

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to TekLok 15 Year commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

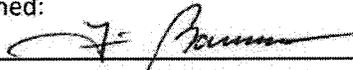
This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

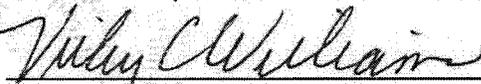
5/31/11

Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Warranty for Ultraloc® Pattern Backing System

Ultraloc Pattern is a broadloom backing system made with a high performance SBR latex pre-coat and a high performance SBR secondary coat laminated to a woven secondary backing.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **Ultraloc Pattern** broadloom backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the Ultraloc Pattern 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with our high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with our high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with our high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

shaw contract group®

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ultraloc Pattern 15 Year commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

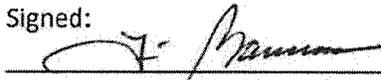
This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

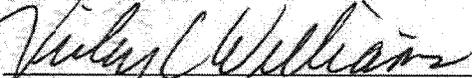
5/31/11

Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Warranty for Ecoworx® Broadloom Backing System

EcoWorx Broadloom is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a woven secondary backing system.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **EcoWorx Broadloom**, backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the Ecoworx Broadloom 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with this high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

shaw contract group®

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ecoworx Broadloom 15 Year commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

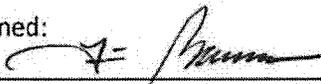
This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Warranty for Ecoworx® Performance Broadloom Backing System

EcoWorx Performance Broadloom is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a woven secondary backing system.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **EcoWorx Performance Broadloom**, backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the Ecoworx Performance Broadloom 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with this high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

Backing - Moisture Management - Shaw warrants that, under normal use, carpet coated with this high performance backing system will keep liquid spills above the pre-coat layer for a minimum of 24 hours as tested under the British Spill Test Method E; part 2.

shaw contract group®

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ecoworx Performance Broadloom 15 Year commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

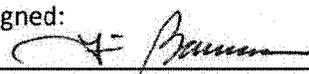
This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Warranty for - EcoSolution Q® SD Nylon

EcoSolution Q SD Nylon is Shaw Industries Premium Branded (SD) solution dyed nylon.

The following is the Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our EcoSolution Q Premium Branded (SD) solution dyed nylon.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using EcoSolution Q SD nylon will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using EcoSolution Q SD nylon will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Fiber - Stain Warranty - Shaw warrants that; carpet made exclusively with 100% Eco Solution Q® SD nylon, when installed and maintained as recommended by Shaw for indoor use only, will resist permanent stains caused by spills of all acid base substances for the warranty period.

Fiber - Colorfastness to Light and Atmospheric Contaminants Warranty - Shaw warrants that, carpet made exclusively with 100% Eco Solution Q® SD nylon when installed and maintained as recommended by Shaw for indoor use only, will not display a significant change in color due to exposure to light or exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen) for the warranty period.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet containing EcoSolution Q SD Nylon and evaluate the warranty claim.

shaw contract group®

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw Commercial product will be at the consumer's expense.

What conditions apply to Shaw Industries EcoSolution Q SD nylon 15 Year commercial limited Warranty:

1. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
2. This warranty specifically excludes carpet which has been surface treated with materials not recommended by Shaw or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw .
3. In order to make a claim under this guarantee, the owner must have attempted to remove the stain within (3) three working days after occurrence of the spill using cleaning procedures as recommended by Shaw and must notify Shaw immediately if stain removal is not successful.
4. In addition, the owner must permit a Shaw representative access to the installed carpet in order to attempt to remove the stain. If, under testing and analysis performed by Shaw, and subject to other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC 175, Stain Resistance of Pile Yarn Floor Covering Test, Shaw will pay for the attempted removal of the stain by the Shaw representative and replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation.
5. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc. will be allowed. If the stain is removed as warranted, all stain removal costs will be the responsibility of the owner.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 01/10ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

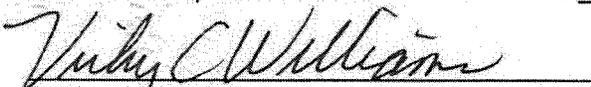
Date

State of Georgia

County of

Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public

shaw contract group®

15 Year Commercial Limited Wear Warranty for – Eco Solution Q® nylon

Our Eco Solution Q nylon is Shaw Industries premium branded nylon.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our Eco Solution Q nylon.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw's installation guidelines and specifications. The carpet must be maintained in accordance with Shaw's maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year Commercial Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Hospitality Group at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawhospitalitygroup.com.

What the 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear – Shaw warrants that, under normal use, carpet using Eco Solution Q nylon will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using Eco Solution Q nylon will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the Carpet containing Eco Solution Q nylon and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw's Commercial product will be at the consumer's expense.

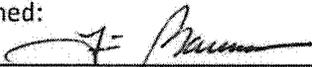
What conditions apply to Shaw Industries 15 Year commercial limited warranty:

1. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
2. This warranty specifically excludes carpet which has been surface treated with materials not recommended by Shaw or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

04/10ga

Signed:


Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11
Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.


Notary Public

PHILADELPHIA
PC
COMMERCIAL

QUEEN
QC
COMMERCIAL

by Shaw

15 Year Commercial Limited Warranty for EcoWorx® Tile Backing System

Our EcoWorx® Tile is a high performance pre-coat laminated to a proprietary thermoplastic polyolefin compound with a fiberglass reinforcing layer.

The following is the Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our High Performance Polyolefin Tile backing system.

This Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Philly Queen Commercial installation guidelines and specifications. The carpet must be maintained in accordance with Philly Queen Commercial maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Philly Queen Commercial Inforum at 1.877.502.7429 or on-line at www.phillyqueencommercial.com.

What the EcoWorx® Tile commercial limited warranty covers:

Fiber - Abrasive Wear

Philly Queen Commercial warrants that carpet using our approved face fiber and coated with our high performance thermoplastic polyolefin tile backing system will lose no more than 10% of the pile face fiber, by weight, during the lifetime warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection

Philly Queen Commercial warrants that carpet using our approved face fiber and coated with our high performance thermoplastic polyolefin tile backing system will not generate static build-up in excess of 3.5 kv, during the lifetime warranty period as tested by AATCC Test Method 134.

Backing - Tuft Bind

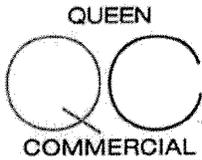
Philly Queen Commercial warrants, under normal use, that carpet coated with our high performance thermoplastic polyolefin tile backing system will provide superior tuft bind properties in high traffic environments for the lifetime warranty period.

Backing - Edge Ravel

Philly Queen Commercial warrants, under normal use, that carpet coated with our high performance thermoplastic polyolefin tile backing system will not edge ravel, for the lifetime warranty period.

Backing - Integrity / Delamination

Philly Queen Commercial warrants, under normal use, that the secondary backing on carpet coated with our high performance thermoplastic polyolefin tile backing system will not delaminate from the face carpet for the lifetime warranty period.



by Shaw

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Philly Queen Commercial representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
 - A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.
- To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw Industries will designate a representative to inspect the carpet coated with our high performance thermoplastic polyolefin tile backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw Commercial Backing product will be at the consumer's expense.

What conditions apply to Shaw Industries Ecoworx® lifetime commercial limited Warranty:

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded. Replacement carpet will come only from current running-line standard products comparable to the warranted product. Chair pads are not required.

Please note – The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty.

Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Rev 08/09

Signed:

Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

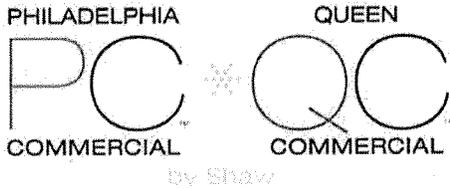
Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.

Notary Public



15 Year Commercial Limited Warranty for EcoWorx® Broadloom Backing System

Our **EcoWorx Broadloom** is a high performance pre-coat laminated to a proprietary thermoplastic polyolefin compound with a woven reinforcing layer.

The following is the Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our High Performance Polyolefin Broadloom backing system.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Philly Queen Commercial installation guidelines and specifications. The carpet must be maintained in accordance with Philly Queen Commercial maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Philly Queen Commercial Inforum at 877.502.7429 or on-line at www.phillyqueencommercial.com.

What the EcoWorx® Broadloom 15 Year Commercial Limited Warranty covers:

Fiber - Abrasive Wear

Philly Queen Commercial warrants that carpet using our approved face fiber and coated with our high performance polyolefin broadloom backing system will lose no more than 10% of the pile face fiber, by weight, during the lifetime warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection

Philly Queen Commercial warrants that carpet using our approved face fiber and coated with our high performance polyolefin broadloom backing system will not generate static build-up in excess of 3.5 kV, during the lifetime warranty period as tested by AATCC Test Method 134.

Backing - Tuft Bind

Philly Queen Commercial warrants, under normal use, that carpet coated with our high performance polyolefin backing system will provide superior tuft bind properties in high traffic environments for the lifetime warranty period.

Backing - Edge Ravel

Philly Queen Commercial warrants, under normal use, that carpet coated with our high performance polyolefin backing system will not edge ravel, for the lifetime warranty period.

Backing - Integrity / Delamination

Philly Queen Commercial warrants, under normal use, that the secondary backing on carpet coated with our high performance polyolefin backing system will not delaminate from the face carpet for the lifetime warranty period.

Backing - Pattern Matching of Seams

Philly Queen Commercial warrants, under normal use, that carpet coated with our high performance polyolefin backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Installation guidelines.

PHILADELPHIA

PC
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COMMERCIAL

by Shaw

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Philly Queen Commercial representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
 - A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.
- To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw Industries will designate a representative to inspect the carpet coated with our high performance polyolefin backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw Commercial Backing product will be at the consumer's expense.

What conditions apply to Shaw Industries EcoWorx Broadloom 15 Year Commercial Limited Warranty:

Philly Queen Commercial requires seam sealer, properly applied per Philly Queen Commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet Installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

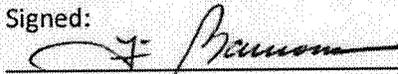
Chair pads are recommended under roller caster chairs. Replacement carpet will come only from current running-line standard products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product.

Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Rev.08/09

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

Date

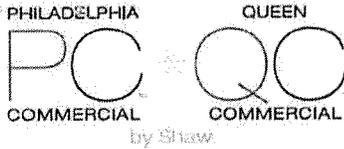
State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public



15 Year Commercial Limited Warranty for - EcoSolution Q® SD Nylon

EcoSolution Q SD Nylon is Shaw Industries Premium Branded (SD) solution dyed nylon.

The following is the Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our EcoSolution Q Premium Branded (SD) solution dyed nylon.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using EcoSolution Q SD nylon will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using EcoSolution Q SD nylon will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Fiber - Stain Warranty - Shaw warrants that; carpet made exclusively with 100% Eco Solution Q® SD nylon, when installed and maintained as recommended by Shaw for indoor use only, will resist permanent stains caused by spills of all acid base substances for the warranty period.

Fiber - Colorfastness to Light and Atmospheric Contaminants Warranty - Shaw warrants that, carpet made exclusively with 100% Eco Solution Q® SD nylon when installed and maintained as recommended by Shaw for indoor use only, will not display a significant change in color due to exposure to light or exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen) for the warranty period.

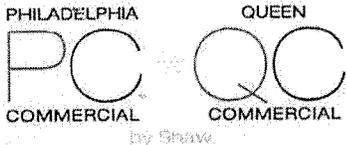
What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet containing EcoSolution Q SD Nylon and evaluate the warranty claim.



What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw Commercial product will be at the consumer's expense.

What conditions apply to Shaw Industries EcoSolution Q SD nylon 15 Year commercial limited Warranty:

1. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
2. This warranty specifically excludes carpet which has been surface treated with materials not recommended by Shaw or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw .
3. In order to make a claim under this guarantee, the owner must have attempted to remove the stain within (3) three working days after occurrence of the spill using cleaning procedures as recommended by Shaw and must notify Shaw immediately if stain removal is not successful.
4. In addition, the owner must permit a Shaw representative access to the installed carpet in order to attempt to remove the stain. If, under testing and analysis performed by Shaw, and subject to other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC 175, Stain Resistance of Pile Yarn Floor Covering Test, Shaw will pay for the attempted removal of the stain by the Shaw representative and replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation.
5. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc. will be allowed. If the stain is removed as warranted, all stain removal costs will be the responsibility of the owner.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 01/10ga - 08/06

Signed:

Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.

NOTARY PUBLIC



Ten Year Commercial Limited Warranty for Unitary Backing System

Unitary is a broadloom backing system with a high performance SBR latex coating with no secondary backing. It is designed for direct glue down installation only.

The following is the Ten Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for the **Unitary** backing system when used in Commercial applications.

This Ten Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Industries installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Industries maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Ten Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw Industries dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Information Center at 1-800-441-7429.

What the Unitary ten year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with our high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

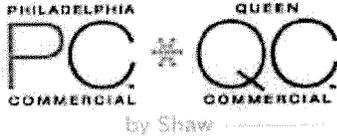
What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.



What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Unitary ten year commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are required under roller caster chairs for this warranty to be in full effect. Replacement carpet will come only from current running-line broadloom products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:

Tim Baucom, Vice President Commercial Sales and Marketing

5/31/11

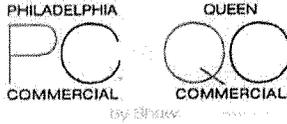
Date

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.

Notary Public



15 Year Commercial Limited Warranty for TekLok® Backing System

TekLok® is a broadloom backing system made with a high performance SBR latex pre-coat and a high performance SBR secondary coat laminated to a woven secondary backing.

The following is the 15 Year Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our TekLok broadloom backing system when used in Commercial applications.

This 15 Year Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The 15 Year is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the TekLok 15 Year commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with our high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

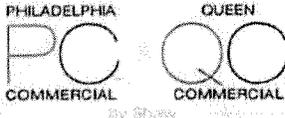
Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with our high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with our high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.



- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem. To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to TekLok 15 Year commercial limited warranty:

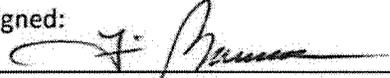
Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

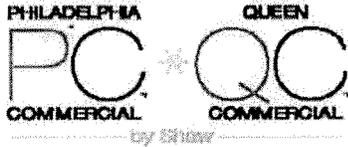
Signed: 
 Tim Baucom, Vice President Commercial Sales and Marketing

5-31-11
 Date

State of Georgia
 County of Whitfield

Given under by hand and seal of this office this 31st day of May, 2011.


 Notary Public



Lifetime Commercial Limited Warranty for EcoWorx® Performance Broadloom Backing System

EcoWorx Performance Broadloom is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a woven secondary backing system.

The following is the Lifetime Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **EcoWorx Performance Broadloom**, backing system when used in Commercial applications.

This Lifetime Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Contract Group installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Lifetime is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw Contract Group invoice or authorized Shaw Contract Group dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Contract Group Inforum at 1-877-502-7429 or on-line at the Shaw Contract Group web site at www.shawcontractgroup.com.

What the Ecoworx Performance Broadloom lifetime commercial limited warranty covers:

Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

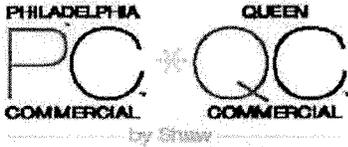
Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.

Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with this high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

Backing - Moisture Management - Shaw warrants that, under normal use, carpet coated with this high performance backing system will keep liquid spills above the pre-coat layer for a minimum of 24 hours as tested under the British Spill Test Method E; part 2.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:



- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's EcoWorx Performance Broadloom lifetime commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06

Signed:



Tim Baucom, Vice President Commercial Sales and Marketing

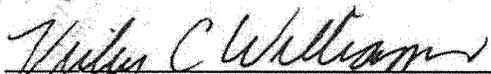
5-31-11

Date

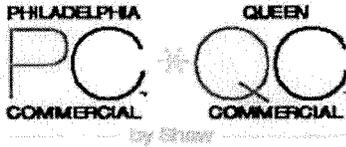
State of Georgia

County of Whitefield

Given under by hand and seal of this office this 31st day of May, 2011.



Notary Public



15-Year Commercial Limited Wear Warranty for – Eco Solution Q® nylon

Our Eco Solution Q nylon is Shaw Industries premium branded nylon.

The following is the 15-Year Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our Eco Solution Q nylon.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw's installation guidelines and specifications. The carpet must be maintained in accordance with Shaw's maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Commercial Warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw Information Center at 1-800-441-7429.

What the 15-year commercial limited warranty covers:

Fiber - Abrasive Wear – Shaw warrants that, under normal use, carpet using Eco Solution Q nylon will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using Eco Solution Q nylon will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

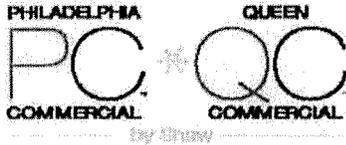
To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the Carpet containing Eco Solution Q nylon and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw's Commercial product will be at the consumer's expense.



What conditions apply to Shaw Industries 15-year commercial limited warranty:

1. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
2. This warranty specifically excludes carpet which has been surface treated with materials not recommended by Shaw or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

04/10ga

Signed:

5/31/11

Tim Baucom, Vice President Commercial Sales & Marketing

State of Georgia

County of Whitfield

Given under by hand and seal of this office this 31 day of May, 2011.

Notary Public

Encore® SD Ultima® lifetime fiber

[Includes: Alias, Fuse, Integrity, Link, Loyalty, Merge, Quick Fix, Satisfaction and Service]

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

f 800 241 4586
p 706 529 2100
f 706 275 4433

J+J/Invision extends certain fiber warranties which cover products manufactured with 100% Encore® SD *Ultima*®. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed in accordance with the J+J/Invision's *Carpet Installation Handbook* and (2) the carpet is maintained in accordance with the J+J/Invision's *Carpet Maintenance Handbook*.

For carpet manufactured with 100% Encore® SD *Ultima*®, the following lifetime warranties apply:

Stain Removal Warranty: Carpet will resist permanent staining caused by spots and spills.

Exceptions include the following which are not the result of staining: appearance change due to pile distortion; damage from exposure to materials or contaminants which degrade or destroy nylon; damage resulting from non-J+J/Invision approved cleaning agents; general soiling; installation outdoors; exposure to parking lot dressing, coating or sealer; and carpet which has been subject to abnormal use or conditions. (In the unlikely event that the stain cannot be removed, J+J/Invision will pay for the material cost of carpet up to 100 times the size of the stain based on our invoiced price and not to exceed our invoice total.)

Colorfastness Warranty: Carpet will not undergo a significant change in color due to exposure to light or atmospheric contaminants as tested under AATCC-16E at 400 hours and AATCC-129.

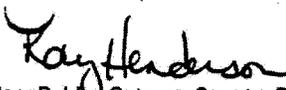
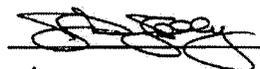
Wear Warranty: Carpet will retain a minimum of 90% of its face fiber. Although not required, J+J/Invision strongly recommends chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear.

Static Warranty: Carpet will retain permanent static protection below 3.0 kv as tested under AATCC-134.

Should our Encore SD *Ultima* product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected areas, B) replace the affected area with comparable product or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishing, partitions, and similar materials that may have been installed or placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by J+J/Invision, replacement will be a comparable style from the current product line.

Exclusions: This warranty does not cover any disfigurement or damage caused by the following factors or equipment.

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces or outdoor installation, installation on stairs, or use other than a conventional floor covering.
3. Placing excessively heavy equipment on carpet.
4. Tears, burns, pulls, and cuts.
5. Improper cleaning agents, methods, or general soiling.
6. Failure to follow J+J/Invision's published installation guidelines.
7. Athletic equipment such as roller blades, ski boots, and spiked athletic shoes.
8. Flooding and acts of God.

  President

Notary Public, Catoosa County, Georgia
My Commission Expires Dec. 12, 2014

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

lifetime fiber warranty

(Encore® BCF, INVISTA Antron® and Ultron® Nylon)

[Includes: Assurance II, Big Top, City Blocks, Concrete Jungle, High Rise, Impulse II, Jackpot, Mix, Payday, Static, Coalesce and Collaborate]

Wear Warranty

J+J/Invision warrants that the specified product as manufactured for the above project will retain a minimum of 90 percent of its face fiber for the useful life of the carpet, provided the product is installed in accordance with J+J/Invision's published guidelines and maintained in accordance with our published procedures. (Although not required, chair pads are strongly recommended under chairs with rolling casters to preserve appearance and to prevent accelerated wear. Installation on stairs is excluded.)

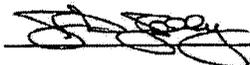
Static Warranty

J+J/Invision warrants that the specified product as manufactured for the above referenced project will retain permanent protection below 3.0 kv as tested under AATCC-134 for the useful life of the carpet, provided the product is installed in accordance with J+J/Invision's published guidelines and maintained in accordance with our published procedures. Should our product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight and labor: A) repair of the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in the affected areas. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been installed or placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet which is not a current product manufactured by J+J/Invision, replacement will be made with a comparable style from the current product line.

Exclusions: This warranty does not cover any disfigurement of damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces or outdoor installation, installation on stairs, or use other than a conventional floor covering.
3. Improper installation.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls and cuts.
6. Improper cleaning agents or methods.
7. Athletic equipment such as roller blades, ski boots and spiked athletic shoes.
8. Accidental flooding or acts of God.


Notary Public, Catoosa County, Georgia
My Commission Expires Dec. 12, 2014

 President

Signature, Title

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

PremierBac® Plus Lifetime Warranty

J+J/Invision extends certain warranties, which cover J+J/Invision products manufactured with PremierBac® Plus. These warranties protect the original purchaser against performance deficiencies in specific categories. From the date of invoice, the length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed in accordance with the J+J/Invision's *Carpet Installation Handbook*, and (2) the carpet is maintained in accordance with the J+J/Invision's *Carpet Maintenance Handbook*.

NOTE: *The use of Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer is recommended.*

For carpet backed with PremierBac® Plus, the following lifetime warranties apply:

TUFT BIND (edge ravel, yarn pulls, zippering): Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, and zippering.

DELAMINATION: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing. Although not required, J+J/Invision strongly recommends chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear. Should our PremierBac® Plus product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight and labor; A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected areas. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet which is not a current product manufactured by J+J/Invision, replacement will be made with a comparable style from the current product line.

EXCLUSIONS: This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces or outdoor installation; or use other than as a conventional floor covering.
3. Improper installation.
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls, and cuts.
6. Failure to use chair pads when carpet is installed over pad.
7. Improper cleaning agents or methods.
8. Athletic equipment such as roller blades, ski boots, spiked athletic shoes, and golf shoes of any kind.
9. Flooding and acts of God.


Notary Public, Catonsville County, Georgia
My Commission Expires Dec. 12, 2014

 President

Signature, Title

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

Nexus® Modular Lifetime Warranty

J+J/Invision extends certain warranties that cover products manufactured with Nexus® Modular backing. These warranties protect the original purchaser against performance deficiencies in specific categories. From the date of invoice, the length of time covered by each warranty listed below is for the life of the carpet, provided that (1) the carpet is installed using the full spread method and other guidelines described in the J+J/Invision's *Carpet Installation Handbook*, and (2) the carpet is maintained in accordance with the J+J/Invision's *Carpet Maintenance Handbook*.

NOTE: *The use of Commercialon® Premium Modular Adhesive is required.*

For carpet backed with **Nexus Modular**, the following lifetime warranties apply:

MOISTURE PENETRATION: Under normal use carpet will maintain a functional barrier to moisture penetration.

TUFT BIND (edge ravels, yarn pulls, zippering): Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, or zippering.

DELAMINATION: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing. Although not required, chair pads are recommended under chairs with rolling casters to preserve appearance and to prevent accelerated wear.

DIMENSIONAL STABILITY: Under normal use and atmospheric conditions, Nexus Modular is dimensionally stable and will not shrink, grow, cup, or dome.

Should our Nexus Modular product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by J+J/Invision, replacement will be made with a comparable style from the current product line.

EXCLUSIONS: This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Failure to use Commercialon Premium Modular Adhesive.
2. Unsatisfactory transit or improper storage.
3. Abnormal or improper use, such as athletic surfaces or outdoor installation; or use other than a conventional floor covering.

NOTE: Due to the visual characteristics of modular carpets – pattern repeats, pattern run-off, and seams may appear more noticeable than in broadloom carpets. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting carpet and its installation.

Kay Henderson
Notary Public, Catbosa County, Georgia
My Commission Expires Dec. 12, 2014

 President

Signature, Title

titanbac® plus lifetime warranty

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

J+J/Invision extends certain warranties which cover J+J/Invision products manufactured with TitanBac® PLUS. These warranties protect the original purchaser against performance deficiencies in specific categories. From the date of invoice, the length of time covered by each warranty listed below is for the life of the carpet, provided that the carpet is directly glued to an approved substrate and is

- (1) installed in accordance with the J+J/Invision's *Carpet Installation Handbook* and
- (2) maintained in accordance with the J+J/Invision's *Carpet Maintenance Handbook*.

NOTE: *The use of Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer is required. If Commercialon products are not used, the lifetime backing warranties are reduced to three years.*

For carpet backed with TitanBac® PLUS, the following lifetime warranties apply:

MOISTURE PENETRATION: Under normal use, carpet will maintain a functional barrier to moisture penetration.

TUFT BIND (edge ravels, yarn pulls, zippering): Under normal use, carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls or zippering.

DELAMINATION: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing. Although not required, J+J/Invision strongly recommends chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear.

Should our TitanBac® PLUS product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight and labor:

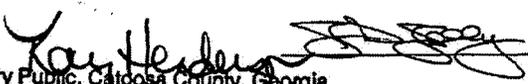
- A) repair the affected area,
- B) replace the affected area with comparable product, or
- C) refund the full purchase price of the product in affected area.

If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by J+J/Invision, replacement will be made with a comparable style from the current product line.

EXCLUSIONS: This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces or outdoor installation or use other than as a conventional floor covering.
3. Improper installation. (This includes installation via stretch-in or double-stick.)
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls and cuts.
6. Improper cleaning agents or methods.
7. Athletic equipment such as roller blades, ski boots, spiked athletic shoes and golf shoes of any kind.
8. Flooding and acts of God.

NOTE: This warranty is for direct glue down and is voided if installed using any other method.

 President
 Notary Public, Cattoosa County, Georgia
 My Commission Expires Dec. 12, 2019

endure[®] plus lifetime warranty

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

t/ 800 241 4586
p 706 529 2100
f 706 275 4433

J+J/Invision extends certain warranties which cover J+J/Invision products manufactured with Endure[®] Plus - our exclusive attached cushion backing. These warranties protect the original purchaser against performance deficiencies in specific categories. From the date of invoice, the length of time covered by each warranty listed below is for the life of the carpet, provided that the carpet is directly glued to an approved substrate and is

- (1) installed in accordance with the J+J/Invision's *Carpet Installation Handbook* and
- (2) maintained in accordance with the J+J/Invision's *Carpet Maintenance Handbook*.

NOTE: The use of Commercialon[®] Premium Carpet Adhesive and Commercialon[®] Premium Carpet Seam Sealer is required. If Commercialon[®] products are not used, the lifetime backing warranties are reduced to three years.

For carpet backed with **Endure[®] Plus**, the following lifetime warranties apply:

MOISTURE PENETRATION: Under normal use, carpet will maintain a functional barrier to moisture penetration.

TUFT BIND (edge ravels, yarn pulls, zippering): Under normal use, carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls or zippering.

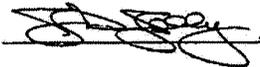
DELAMINATION: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing. Although not required, J+J/Invision strongly recommends chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear. Should our Endure Plus product fail to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight and labor:

- A) repair the affected area,
- B) replace the affected area with comparable product,
- C) refund the full purchase price of the product in affected area.

If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by J+J/Invision, replacement will be made with a comparable style from the current product line.

EXCLUSIONS: This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

1. Unsatisfactory transit or improper storage.
2. Abnormal or improper use, such as athletic surfaces or outdoor installation or use other than as a conventional floor covering.
3. Improper installation. (This includes installation via stretch-in or double-stick.)
4. Placing excessively heavy equipment on carpet.
5. Tears, burns, pulls and cuts.
6. Improper cleaning agents or methods.
7. Athletic equipment such as roller blades, ski boots, spiked athletic shoes and golf shoes of any kind.
8. Flooding and acts of God.

 President


Signature, Title
Notary Public, Calhoun County, Georgia
My Commission Expires Dec. 12, 2014

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

Lifetime Warranties for Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer

J+J/Invision warrants Commercialon® Premium Carpet Adhesive and Commercialon® Premium Carpet Seam Sealer against product failure for the lifetime of the installation.

J+J/Invision warrants that Commercialon® Premium Carpet Adhesive will bond the carpet to the properly prepared substrate for the life of the carpet. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds as published in the attached Technical Data Sheet.

J+J/Invision warrants that Commercialon® Premium Carpet Seam Sealer will maintain a welded seam for the life of the carpet. This warranty is contingent upon proper application as specified in the attached Technical Data Sheet.

In the event a Commercialon® product fails to perform to specified standards, J+J/Invision must be notified in writing within 15 calendar days of indication of failure, with a copy of the invoice for the Commercialon® product used. J+J/Invision approved personnel will then inspect the installation.

Should it be determined from the inspection that our Commercialon® product failed to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor:

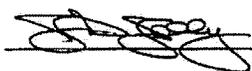
- A) refund the full purchase price of the Commercialon® product in the affected area,
- B) repair the affected area, or
- C) replace the affected area.

Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J/Invision is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

This warranty is assigned to the original end-user for the carpet installed in its original location, and this warranty is non-transferable. Flooding voids all warranties.

¹Maximum moisture emission rate is 5.0 lbs. per 1,000-sq. ft. per 24 hours as determined by the anhydrous calcium chloride moisture testing protocol.

²Maximum pH reading is 9 using pH testing strips.

 President

Signature, Title


Notary Public, Catoosa County, Georgia
My Commission Expires Dec. 12, 2014

commercialon® premium modular adhesive lifetime warranty

J+J/Invision
818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jj-invision.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

J+J/Invision warrants Commercialon® Premium Modular Adhesive against product failure for the lifetime of the installation.

J+J/Invision warrants that Commercialon® Premium Modular Adhesive will bond the modular carpet tile to the properly prepared substrate for the life of the carpet. This warranty is contingent upon strict adherence to proper adhesive transfer and spread rates, and substrates conforming to specified porosity, moisture¹, and alkalinity² thresholds as published in the attached Technical Data Sheet.

In the event our Commercialon® Premium Modular Adhesive product fails to perform to specified standards, J+J/Invision must be notified in writing within 15 calendar days of indication of failure. Included with that notification must be a copy of the invoice for the Commercialon® Premium Modular Adhesive. J+J/Invision approved personnel will then inspect the installation.

Should it be determined from the inspection that our Commercialon® product failed to perform as warranted above, J+J/Invision will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor:

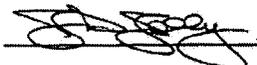
- A) refund the full purchase price of the Commercialon® product in the affected area,
- B) repair the affected area, or
- C) replace the affected area.

Areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. J+J/Invision is not responsible for damages caused by the improper use of this adhesive or failure to comply with the instructions accompanying this product.

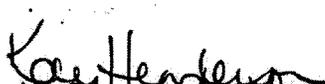
This warranty is assigned to the original purchaser for the carpet installed in its original location, and this warranty is non-transferable. Flooding voids all warranties.

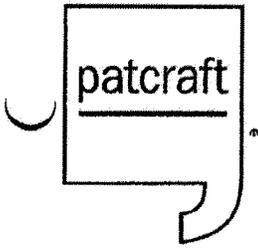
¹Maximum moisture emission rate is 5.0 lbs. maximum per 1,000-sq. ft. per 24 hours as determined by the anhydrous calcium chloride moisture testing protocol.

²Maximum pH reading is 9 using pH testing strips.

 President

Signature, Title



Notary Public, Calhoun County, Georgia
My Commission Expires Dec. 12, 2014



Lifetime Commercial Limited Warranty for Ecoworx® Tile Backing System

To Be Manufactured For The Mohave Project

Ecoworx Tile (Modular) is a backing system made with a proprietary high performance thermoplastic polyolefin compound with a fiberglass reinforcing layer.

The following is the Lifetime Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **Ecoworx Tile (Modular)** backing system when used in Commercial applications.

This Lifetime Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Patcraft installation guidelines and specifications. The carpet must be maintained in accordance with Patcraft maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Lifetime is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Patcraft dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Patcraft Customer Connect at 1-800-241-4014 or on-line at the Patcraft web site at www.patcraft.com.

What the Ecoworx Tile lifetime commercial limited warranty covers:

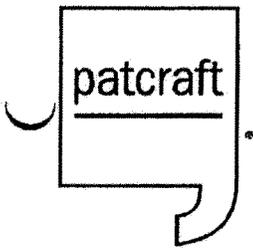
Fiber - Abrasive Wear - Shaw warrants that, under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with this high performance backing system will not edge ravel.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with this high performance backing system will not delaminate from the face carpet.



Backing - Integrity/Dimensional Stability - Shaw warrants that, under normal use, carpet coated with this high performance backing system will provide dimensional stability, per the AACHEN Test.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance tile backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

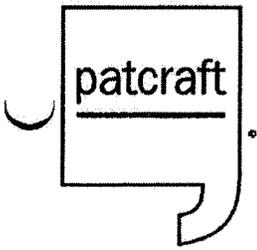
Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ecoworx Tile lifetime commercial limited warranty:

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.



Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06
Project Specific Warranty - 06/2011 BLB

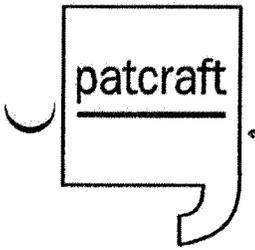
Gene Autry

A handwritten signature in black ink, appearing to read "Gene H. Autry".

Manager - Commercial Technical Services/Marketing Support

A handwritten signature in black ink, appearing to read "Delena A. McNeil".

Com exp Aug 7, 2013



Lifetime Commercial Limited Warranty for Ultraloc® Pattern Backing System

To Be Manufactured For Mohave Project

Ultraloc Pattern is a broadloom backing system made with a high performance SBR latex pre-coat and a high performance SBR secondary coat laminated to a woven secondary backing.

The following is the Lifetime Commercial Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our **Ultraloc Pattern** broadloom backing system when used in Commercial applications.

This Lifetime Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Patcraft installation guidelines and specifications. The carpet must be maintained in accordance with Patcraft maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Lifetime is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Patcraft dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Patcraft Customer Connect at 1-800-241-4014 or on-line at the Patcraft web site at www.patcraft.com.

What the Ultraloc Pattern lifetime commercial limited warranty covers:

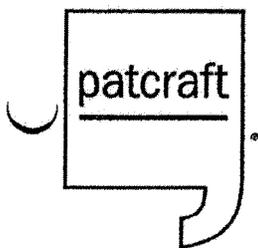
Fiber - Abrasive Wear - Shaw warrants that under normal use, carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight, during the warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fiber - Static Protection - Shaw warrants that, under normal use, carpet using our approved face fiber will not generate static build-up in excess of 3.5 kv, during the warranty period as tested by AATCC Test Method 134.

Backing - Tuftbind/Zippering - Shaw warrants that, under normal use, carpet coated with our high performance backing system will provide superior tuft bind properties in high traffic environments.

Backing - Edge Ravel - Shaw warrants that, under normal use, carpet coated with our high performance backing system will not edge ravel when seams are properly sealed per commercial installation guidelines.

Backing - Integrity/Delamination - Shaw warrants that, under normal use, the secondary backing on carpet coated with our high performance backing system will not delaminate from the face carpet.



Backing - Pattern Matching of Seams - Shaw warrants that, under normal use, carpet coated with our high performance backing system will pattern match within acceptable industry standards, regardless of pattern repeat size, when installed in strict accordance with Shaw Industries Commercial Installation guidelines.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722.

Shaw will designate a representative to inspect the carpet coated with our high performance broadloom backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

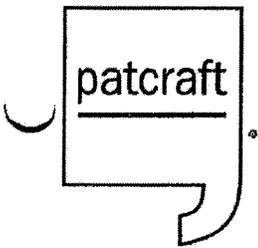
Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

What conditions apply to Shaw's Ultraloc Pattern lifetime commercial limited warranty:

Shaw requires seam sealer, properly applied per Shaw's commercial installation guidelines, to minimize or prevent yarn from raveling and fraying at the seams.

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like) is excluded.

Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet. Replacement carpet will come only from current running-line products comparable to the warranted product.



Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

Revised - 02/10ga - 09/08ga - 08/06
Project Specific Warranty -- 06/2011 BLB

Gene Autry

A handwritten signature in black ink, appearing to read "Gene Autry".

Manager - Commercial Technical Services/Marketing Support

A handwritten signature in black ink, appearing to read "Debra A. McMillan".

Com exp Aug 7, 2013

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

3.13 For contract vendors who provide or participate in a "Green Procurement" initiative, provide a program description that it has initiated, or participates in, that recycles or disposes of used carpet. A plan to dispose of used carpeting in a landfill, generally speaking, is not sufficient.

We utilize Planet Recycle for all of our dumpster and disposal needs. Planet Recycle has a contract

with various carpet mills to reclaim carpet which is then recycled into new carpet.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.14 Per the Scope of Work and Specifications 2.8.02, provide the certificates, and/or EPA approvals that certify carpet product as an "enclosure" for asbestos after this page.

It is not industry standard for carpet manufacturers to request approval from the EPA to certify a carpet product as an enclosure for asbestos. However, all of the vinyl-backed carpets we have offered would provide a proper encapsulant to an asbestos floor. Please keep in mind that once carpet is adhered to Vinyl Asbestos Tile both products would be considered "Asbestos Containing Material" in a future removal.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.15 Per the Scope of Work and Specifications 2.8.03, place copies of air quality studies performed on carpet products included in this bid after this page.

All of the products we have offered with this presentation have the CRI Green Label Plus Certification. The CRI Green Label Plus Certification is a independent testing program that identifies carpet with very low emissions of VOCs to help improve air quality. Specific test results are not typically available within the floor covering for this certification, as the certification is based on a pass/fail system. CRI Green Label Plus Certification is the proof of passing the required testing.

In support of this Certification, please find attached information on the CRI testing requirements and methodology. Please note that all of the specifications we have included with this presentation have listed the CRI Green Label Plus Certification.



FACT SHEET

Page 1 of 2

GREEN LABEL PLUS: CARPET AND ADHESIVES

Sets Higher Standard for Indoor Air Quality

Green Label Plus, a voluntary industry testing program for carpet and adhesive products, establishes the highest standard for indoor air quality (IAQ) ever set by the carpet industry. The Carpet and Rug Institute (CRI) created Green Label Plus to identify carpets and adhesives that are tested by an independent, certified laboratory and meet stringent criteria for low chemical emissions.

Expands CRI's IAQ Green Label Program

There is a growing demand to make indoor environments as healthy and "green-friendly" as possible. Choosing the right materials is a critical step. To assist in the process, CRI has added Green Label Plus for carpet and adhesives to its well-established Green Label program.

- Green Label ensures customers they are purchasing among the lowest emitting carpet, adhesive and cushion products on the market.
- Green Label Plus is designed for architects, builders, specifiers and facility managers who want assurances that carpet and adhesive products meet the most stringent criteria for low chemical emissions.
- Green Label Plus represents the fourth time the carpet industry has voluntarily enhanced the IAQ standard for its products.

Meets California's CHPS Criteria

Green Label Plus meets, and even exceeds, California's indoor quality standards for low-emitting products used in commercial settings such as schools and office buildings.

- Working in cooperation with California's Sustainable Building Task Force and the Department of Health Services, Indoor Air Quality Section, the carpet industry voluntarily enhanced its Green Label program for carpet and adhesives to meet testing protocols used by the Collaborative for High Performance Schools (CHPS).
- Under the agreement between CRI and the California agencies, Green Label Plus is acceptable in lieu of Section 01350, the CHPS low-emitting materials criteria for use in schools.
- Commercial carpet and adhesives that meet the criteria for Green Label Plus are listed on both the CRI and CHPS websites.

Passes Rigorous Testing

To receive Green Label Plus certification, carpet and adhesive products must undergo a 14-day testing process, as required by Section 01350 guidelines, that measures emissions for a range of chemicals and is administered by an independent laboratory. The test methodology for small scale environmental chamber testing was developed in cooperation with the U.S. Environmental Protection Agency (EPA).



FACT SHEET

- Carpet products are tested for emission levels for seven chemicals as required by Section 01350, plus six additional chemicals.
- Adhesive products are tested for emission levels for 10 chemicals as required by Section 01350, plus five additional chemicals.
- Subsequent annual, semi-annual, and quarterly testing of certified carpet and adhesive products is based on 24-hour chamber testing for targeted chemicals and the total level of volatile organic compounds (TVOC).
- Green Label Plus expands on Section 01350 in several respects, including annual tests for the specific chemicals, a chain of custody process and an annual audit of the testing laboratory.

The CRI Indoor Air Quality Green Label Plus indicates:

- The manufacturer voluntarily participates in the program and is identified by an assigned number on the certification label.
- The manufacturer is committed to developing ways to minimize any adverse effects on indoor air quality.
- A representative sample of the product type is tested by an independent laboratory and meets the established emissions requirements.

Green Label Plus Measures Up

The Green Label Plus is an example of the Carpet and Rug Institute's leadership in the best practices of environmental responsibility.

	CHPS Section 01350	Green Label	Green Label Plus
Chain of Custody / Sample Validation		✓	✓
Test for "Chemicals of Concern"	✓	limited	✓
Annual Testing		✓	✓
Annual Testing for "Chemicals of Concern"			✓
Quarterly Testing for TVOC		✓	✓
Tested Against the Most Stringent Criteria			✓
Certified Laboratory Required		✓	✓
Reproducible Protocols		✓	✓
Annual Audit of Laboratory		✓	✓
Oversight by Scientific Review Board			✓
Bottom line:		✓	✓
Assurance specification = delivered			

For more information about the Green Label Plus Testing program, contact the CRI Technical Department at 706-428-2101.

The Carpet and Rug Institute, headquartered in Dalton, Georgia, is the national trade association for the carpet and rug industry. Its members are manufacturers, suppliers, and service providers, representing over 90% of all carpet produced in the United States. CRI is the source for science-based information and insight into how carpet and rugs can create a better environment - for living, working, learning and healing. For more information visit, www.carpet-rug.org.

Commercial Customers

Carpet And Adhesive

TESTING PROTOCOL AND PRODUCT REQUIREMENTS



Green Label Plus is an independent testing program that identifies carpet with very low emissions of VOCs to help improve indoor air quality. It is an enhancement to the CRI Green Label Carpet Testing Program. By selecting Green Label Plus carpet or adhesive, you are assured one of the lowest emitting products on the market, and you may be able to earn LEED, Green Globes, or Green Guide for Health Care points.

To receive initial certification, carpet products undergo a 14-day testing process, as required by Section 01350 that measures emissions for a range of possible chemicals.

Carpet products: An independent laboratory tests carpet products for emission levels for seven chemicals as required by Section 01350, plus six additional chemicals as required by CRI. The 13 chemicals measured are as follows:

- Acetaldehyde
- Benzene
- Caprolactam
- 2-Ethylhexanoic Acid
- Formaldehyde
- 1-Methyl-2-Pyrrolidinone
- Naphthalene
- Nonanal
- Octanal
- 4-Phenylcyclohexene
- Styrene
- Toluene
- Vinyl Acetate



CRI Green Label Plus Carpet Program Test Criteria: [Carpet 24-Hour / 14-Day Emissions Test Criteria](#) (PDF 18 KB) [Need help with PDF?](#)

Adhesive products: Adhesive products are also independently tested for emission levels for 10 chemicals as required by Section 01350, plus 5 additional chemicals. The 15 chemicals measured are as follows:

- Acetaldehyde
- Benzothiazole
- 2-Ethyl-1-Hexanol
- Formaldehyde
- Isooctylacrylate
- Methylbiphenyl
- 1-Methyl-2 Pyrrolidinone
- Naphthalene
- Phenol
- 4-Phenylcyclohexene (4-PCH)
- Styrene
- Toluene
- Vinyl Acetate
- Vinyl Cyclohexene
- Xylenes (m-,o-,p-)



CRI Green Label Plus Adhesive Program Test Criteria: [Adhesive 24-Hour / 14-Day Emissions Test Criteria](#) (PDF 19 KB) [Need help with PDF?](#)

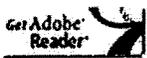
In order to earn and maintain Green Label Plus certifications, carpet and adhesives must undergo a three-tier testing process to monitor continued compliance with the test program requirements.

Carpet

- Initial Test – The carpet is tested to insure it meets all the compound emissions standards as outline by California DHS Section 01350.
- Quarterly Test – As a quality control measure the carpet is tested in accordance with established emissions testing criteria for the total level of volatile organic compounds (TVOCs).
- Annual Test – The carpet is tested in accordance with established emission testing criteria to insure it meets very stringent emission criteria for thirteen individual compounds as well as testing for TVOCs.

Adhesive

- Initial Test – The adhesive is tested to insure it meets all the compound emissions standards as outlined by California DHS Section 01350 and meets stringent total volatile organic compounds (TVOC) requirements.
- Annual Test – The adhesive is tested in accordance with established emissions testing criteria for 15 individual compounds and stringent total volatile organic compounds (TVOC) requirements If the adhesive fails the 24 hour emissions criteria, then a 14 day emission test is conducted in accordance with California DHS Section 01350 criteria to determine if it meets the emissions standard.
- Semi-Annual Test – 25% of all product categories are randomly selected to be tested with the same stringent testing protocol as the annual testing requirements.



Documents in Portable Document Format  (PDF) require the use of the free software Adobe Reader. If you experience difficulty reading a PDF document, please consider upgrading your Adobe Reader software to the latest version, which is [available on the Adobe website](#).



818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
www.jjindustries.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

The Carpet and Rug Institute (CRI) Green Label Plus (Indoor Air Quality) Certification

This is to certify that J+J/Invision carpets, backing systems and adhesives manufactured by J&J Industries comply with the CRI Green Label Plus Testing Program.

Green Label Plus is a voluntary industry-wide testing program for carpet and adhesive product, which establishes the highest standard for indoor air quality (IAQ) ever set by the carpet industry. The Carpet and Rug Institute (CRI) created Green Label Plus to identify carpets and adhesives that are tested by an independent, certified laboratory and meet stringent criteria for low chemical emissions.

An independent laboratory tests carpet products for emission levels for 13 chemicals as required by Section 01350, plus six additional chemicals as required by CRI. Adhesive products are also independently tested for emission levels for 10 chemicals as required by Section 01350, plus 5 additional chemicals. The testing criteria and complete listing of chemicals for both carpet and adhesive is available on the CRI website at www.carpet-rug.org.

The Green Label Plus symbol indicates:

- The manufacturer voluntarily participates in the program and is identified by an assigned number on the certification label.
- The manufacturer is committed to developing ways to minimize any adverse effects on indoor air quality.
- A representative sample of the product type is tested by an independent laboratory and meets the established emissions requirements.



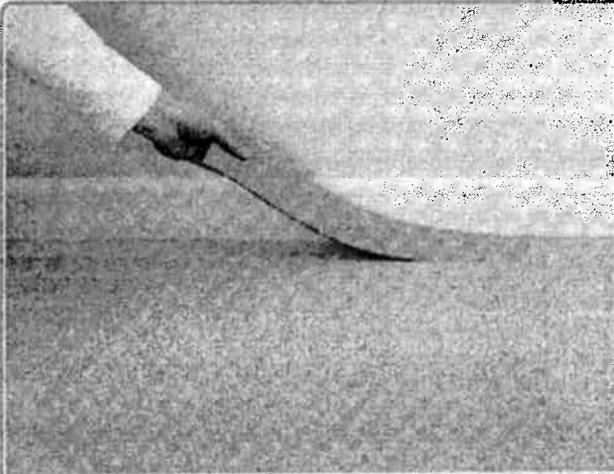
**CRI Green Label Plus™ Adhesive Program
ADHESIVE EMISSIONS TEST CRITERIA**

Target Compounds	CAS #	24-Hour Testing		14 Day Testing	
		Maximum Emission Factor (EF) ($\mu\text{g}/\text{m}^2\cdot\text{hr}$)	Office Building Target Air Concentration (for reference only) ($\mu\text{g}/\text{m}^3$)	Maximum Emission Factor (EF) ($\mu\text{g}/\text{m}^2\cdot\text{hr}$)	Office Building Target Air Concentration (for reference only) ($\mu\text{g}/\text{m}^3$)
Acetaldehyde	75-07-0	130	70	130	70
Benzothiazole	95-16-9	30	16.5	30	16.5
2-Ethyl-1-Hexanol	104-76-7	300	160	300	160
Formaldehyde	50-00-0	30	16.5	30	16.5
Isooctylacrylate	29590-42-9	690	370	690	370
Methyl biphenyl	28652-72-4	95	50	95	50
1-Methyl-2 Pyrrolidinone	872-50-4	300	160	300	160
Naphthalene	91-20-3	8.2	4.5	8.2	4.5
Phenol	108-95-2	190	100	190	100
4-Phenylcyclohexene (4PCH)	4994-16-5	50	27	50	27
Styrene	100-42-5	410	220	410	220
Toluene	108-88-3	280	150	280	150
Vinyl acetate	108-05-4	190	100	190	100
Vinyl cyclohexene	100-40-3	85	44	85	44
Xylenes (m-, o-, p-)		650	350	650	350
TVOC		8000			

GLPI_10_27_09_AdhesiveCriteria
Revised 2/16/10
Supersedes 1/28/10

Jeffrey L. Lerman

2/16/10



LEADERSHIP IS IN THE AIR.

Green Label Plus Sets a Higher Standard for Indoor Air Quality



There is a growing demand to make indoor environments as healthy and "green-friendly" as possible. Choosing the right materials is a critical step. To assist in the process, CRI has created Green Label Plus for carpet and adhesives to raise the bar on lowering emissions.

Green Label Plus is a voluntary, industry testing program for carpet and adhesive products that establishes the highest standard for indoor air quality (IAQ) ever set by the carpet industry. The Carpet and Rug Institute (CRI) created Green Label Plus to identify carpets and adhesives that are tested by an independent, certified laboratory and meet stringent criteria for low chemical emissions.

- It ensures customers they are purchasing among the lowest emitting carpet, adhesive and cushion products on the market.
- It is designed for architects, builders, specifiers and facility managers who want assurances that carpet and adhesive products meet the most stringent criteria for low chemical emissions.
- It represents the fourth time the carpet industry has voluntarily enhanced the IAQ standard for its products.

Meets California's CHPS Criteria

Green Label Plus meets, and even exceeds, California's indoor quality standards for low-emitting products used in commercial settings such as schools and office buildings.

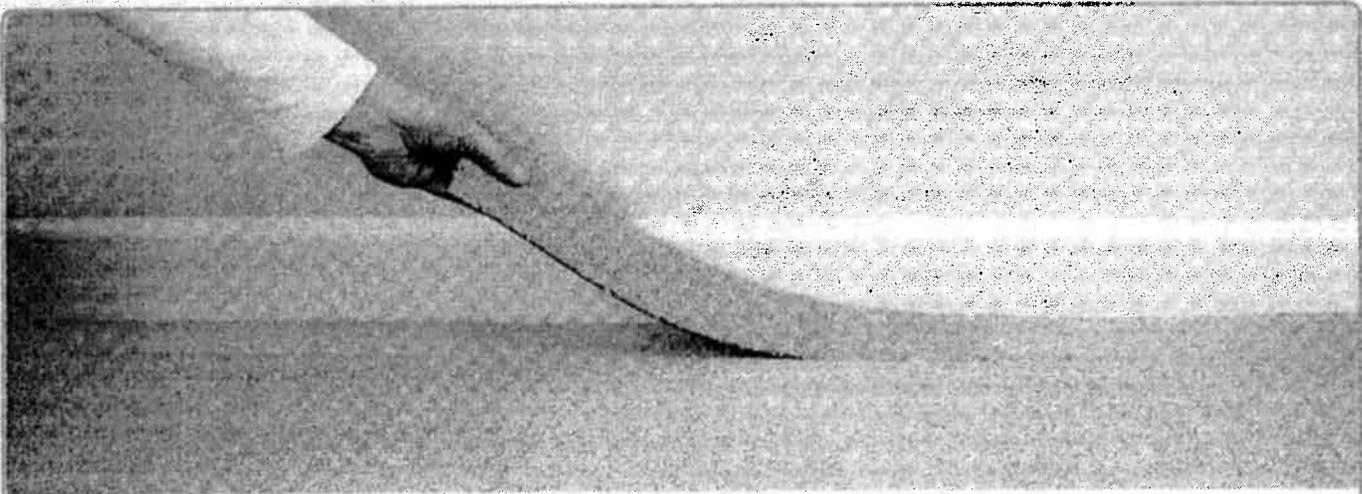
Working in cooperation with California's Sustainable Building Task Force and the Department of Health Services, the carpet industry took the initiative to enhance its Green Label program for carpet and adhesives to meet testing protocols used by the Collaborative for High Performance Schools (CHPS).

Under the agreement between CRI and the California agencies, Green Label Plus is acceptable for the CHPS low-emitting materials criteria for use in schools.

Commercial carpet and adhesives that meet the criteria for Green Label Plus are listed on both the CRI and CHPS websites.

Visit carpet-rug.org and criblog.org to learn more.





Green Label Plus continued:

Passes Rigorous Testing

To receive Green Label Plus certification, carpet and adhesive products must undergo a rigorous testing process. Emissions are measured for a range of chemicals and testing is administered by an independent laboratory. The methodology for small scale environmental chamber testing was developed in cooperation with the U.S. Environmental Protection Agency (EPA).

- Initial testing evaluates carpet against the 76 compounds listed on the California 01350 version 1.1.
- Carpet products are tested annually for emission levels for seven chemicals as required by Section 01350, plus six additional chemicals.
- Annual and quarterly testing of certified carpet is based on 24-hour chamber testing for targeted chemicals and the total level of volatile organic compounds (TVOC).
- Adhesive products are tested for emission levels for 10 chemicals as required by Section 01350, plus five additional chemicals.
- Subsequent annual and semi-annual testing of certified adhesive products is based on 24-hour chamber testing for targeted chemicals and the total level of volatile organic compounds (TVOC).
- Green Label Plus expands on Section 01350 in several respects, including annual tests for the specific chemicals, a chain of custody process and an annual audit of the testing laboratory.

The Green Label Plus symbol indicates:

- The manufacturer voluntarily participates in the program and is identified by an assigned number on the certification label.
- The manufacturer is committed to developing ways to minimize any adverse effects on indoor air quality.
- A representative sample of the product type is tested by an independent laboratory and meets the established emissions requirements.



Visit carpet-rug.org and criblog.org to learn more.



**2-16-10
CRI Green Label Plus Carpet Program**

CARPET 24-HOUR & 14-DAY EMISSIONS TEST CRITERIA

Target Contaminant	CAS #	24-Hour Testing		14-Day not to exceed Criteria	
		Maximum Emission Factor (EF) ($\mu\text{g}/\text{m}^2\cdot\text{hr}$)	Maximum Air Concentration ($\mu\text{g}/\text{m}^3$)	Maximum Emission Factor (EF) ($\mu\text{g}/\text{m}^2\cdot\text{hr}$)	Office Building Target Air Concentration (for reference only) ($\mu\text{g}/\text{m}^3$)
Acetaldehyde	75-07-0	130	70	130	70
Benzene	71-43-2	55	30	55	30
Caprolactam	105-60-2	130	70	190	100
2-Ethylhexanoic Acid	149-57-5	46	25	46	25
Formaldehyde	50-00-0	30	16.5	30	16.5
1-Methyl-2-pyrrolidinone	872-50-4	300	160	300	160
Naphthalene	91-20-3	8.2	4.5	8.2	4.5
Nonanal	124-19-6	24	13	24	13
Octanal	124-13-0	13	7.2	13	7.2
4-Phenylcyclohexene	4994-16-5	50	27	50	27
Styrene	100-42-5	410	220	410	220
Toluene	108-88-3	280	150	280	150
Vinyl acetate	108-5-4	190	100	190	100

GLCi_02_16_10_CarpetCriteria
Revised February 16, 2010
Supersedes October 19, 2009

Approved
February 16, 2010

Jeffrey L. Lemier

The Patcraft logo consists of the word "patcraft" in a lowercase, sans-serif font, enclosed within a speech bubble-shaped border.

CRI GREEN LABEL & GREEN LABEL PLUS CERTIFICATION

All products from Patcraft that are currently available for purchase meet CRI Green Label and Green Label Plus requirements. The following explains details of the program.

While studies show that carpet is one of the lowest emitters of VOCs into the indoor environment and that these emissions dissipate very quickly, the Carpet and Rug Institute (CRI) implemented the Green Label testing program in 1992 to identify approved carpet products that meet stringent requirements for low chemical emissions. This program has been accepted as the standard for the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, and all Patcraft carpets available for purchase today meet these requirements and are Green Label certified.

This year, CRI introduced the Green Label Plus Program as an enhancement to the Green Label Program. The updated version meets, and even exceeds, California's indoor environmental quality standards for low-emitting products used in commercial settings such as schools and office buildings. Working in coordination with California's Sustainable Building Task Force and the Department of Health Services, Indoor Air Quality Section, the carpet industry voluntarily upgraded its Green Label testing program to meet or exceed testing protocols used by the Collaborative for High Performance Schools (CHPS), designed to help achieve good indoor air quality.

Shaw Industries, our parent company, played a leadership role within the CRI to help establish this stringent protocol. Under the agreement between the Carpet and Rug Institute and the California agencies, Green Label Plus will be accepted in lieu of Section 01350, the CHPS low-emitting materials criteria for use in schools.

Green Label Plus was designed for architects, facility administrators and others who want greater assurance of good indoor air quality. Every type of carpet receiving Green Label Plus certification has been tested for emission levels for all chemicals as required by Section 01350, plus six additional chemicals, utilizing a 14-day test. Subsequent annual tests will target 13 chemicals, and quarterly tests will measure for the total level of volatile organic compounds (TVOC). The emissions standards are based on stringent criteria outlined in Section 01350. Green Label Plus expands on Section 01350 in several respects, including annual testing for the specific chemicals, a chain of custody process, and an annual audit of the testing laboratory.

All products from Patcraft tested to date meet the Green Label and Green Label Plus requirements.

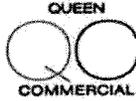
shaw contract group®

Shaw's Products and GLP Numbers

Shaw's products are tested for TVOCs by the Carpet and Rug Institute and are certified as Green Label Plus meaning that they are certified to be low in VOCs. The actual test is not provided. The test is pass/fail. All of Shaw's carpet products have GLP numbers listed below.

Style Name	Style No.	GLP Certification
Bon Jour	59411	GLP9967
Blox	59357	GLP9968
Captivate	59554	GLP9968
Catalyst	59579	GLP9968
Color Play	59358	GLP9968
Constellation EPBL	60660	GLP9968
Constellation Tile	59326	GLP9968
Constellation Teklok	60550	GLP2271
Deans List II Epbl	60661	GLP9968
Deans List II Teklok	60570	GLP2271
Diffuse	59575	GLP9968
Disperse	59576	GLP9968
Charisma Broadloom	60734	GLP9968
Charisma Tile	59561	GLP9968
Spectrum	59584	GLP9968
Expert Teklok	60535	GLP2271
Expert EPBL	60663	GLP9968
Expert Tile	59377	GLP9968
Expose Teklok	60594	GLP2271
Expose Epbl	60664	GLP9968
Field Trip Ebpl	60665	GLP9968
Field Trip Teklok	60606	GLP2271
Borneo Tile	59430	GLP9968
Malang Tile	59429	GLP9968
Seram Tile	59394	GLP9968
Beam of Light	59465	GLP9968
Prisma	59463	GLP9968
Mirror Image	59466	GLP9968
Hit the Books Epbl	60668	GLP9968

Hit the Books teklok	60504	GLP2271
Hybrid Tile	59580	GLP9968
In a Snap Tile	59386	GLP9968
Instant style	59388	GLP9968
Interplay Epbl	60629	GLP9968
Interplay Teklok	60589	GLP2271
Intrigue Tile	59558	GLP9968
Kinetic tile	59359	GLP9968
Momentum IV Tile	59502	GLP9968
Momentum IV Unitary	60602	GLP2271
Nothing to It	59383	GLP9968
Simply Done	59381	GLP9968
Potential III 26 Uni	60587	GLP2271
Potential III 28 Uni	60588	GLP2271
Scholar II Uni	60514	GLP2271
Scholar II Epbl	60641	GLP9968
Shadow Play	59356	GLP9968
Highlight EPBL	60735	GLP9968
Link	59105	GLP9968
Linage	59106	GLP9968
Byline Broadloom	5A155	GLP9968
Byline Tile	59113	GLP9968
Thats the Ticket	59389	GLP9968
Tru Colours	59368	GLP9968
Gradient Tile	59534	GLP9968
Welcome Tile	59410	GLP9968
Yearbook Teklok	60455	GLP2271
escape	59457	GLP9968
embrace	59456	GLP9968
Focus	59455	GLP9968
Balance	59340	GLP9968
Connect	59342	GLP9968
Emotion	59343	GLP9968
Simplicity	59344	GLP9968



List of Shaw's Products and GLP Numbers

Shaw's products are tested for TVOCs by the Carpet and Rug Institute and are certified as Green Label Plus meaning that they are certified to be low in VOCs. The actual test is not provided. The test is pass/fail. All of Shaw's carpet products have GLP numbers listed below.

Style No.	Style Name	GLP Certification
54066	Major Event Uni	GLP2271
54140	Quest	GLP2271
54141	Wireless	GLP2271
54142	New Boundary	GLP2271
54207	Modern Tradition	GLP2271
54208	Heritage Point	GLP2271
54210	Franchise	GLP2271
54215	Camden Harbor II Uni	GLP2271
54270	Vocation III 26 Uni	GLP2271
54272	Vocation III 28 Uni	GLP2271
54281	Capital III 28 Uni	GLP2271
54282	Capital III SC18	GLP9167
54299	Fully Charged	GLP2271
54300	High Voltage BL	GLP2271
54410	Breaking News	GLP2271
54416	Direct Link	GLP2271
54417	Hot Circuit	GLP2271
54435	Range TI	GLP9968
54436	Area TL	GLP9968
54437	Rows TI	GLP9968
54440	Swizzle	GLP9968
54443	Camden Harbor II EWPB	GLP9968
54455	Step Lively	GLP9968
54456	Tons of Fun	GLP9968
54457	Channel Stitch	GLP9968
54458	Mesh Weave	GLP9968
54459	Chatterbox	GLP9968
54471	Color Craze	GLP9968
54474	Ad-Lib	GLP9968
54475	Unscripted	GLP9968
54480	Capital III TL	GLP9968
54486	Charismatic	GLP2271
54487	Well Suited	GLP2271
54488	Sound Advice TL	GLP9968
54497	Insite	GLP9968
54498	Instuition	GLP8078
54500	High Voltage TL	GLP2271
54520	Fuse	GLP9968
54521	Unify	GLP9968
54552	Fuse bl	GLP2271
54553	Unify	GLP2271
54780	Capital III 26 oz tile	GLP9968
J0051	Perfect Solution 28	GLP2271

J0052	Perfect Solution 26	GLP2271
J0053	Synchronize	GLP2271
J0062	Media	GLP2271
J0069	No Limits BL	GLP2271
J0101	White Noise	GLP2271
J0102	Broadcast	GLP2271
J0107	Consultant TL	GLP9968
J0108	No Limits TL	GLP9968
J0111	Change in Att. TL	GLP9968
J0112	Change in Att. BL	GLP2271
J0115	Chain Reaction TL	GLP9968
J0116	Ripple Effect TL	GLP9968
J0118	Resonance	GLP2271
J0126	Sync Up	GLP9968
J0128	Timeline	GLP9968
J0129	Point of Interest	GLP9968
J0130	Change In attitude EWPB	GLP9968
J0141	Fanatic	GLP9968
J0142	Gung Ho	GLP9968
J0143	Extreme	GLP9968
J0152	Make a move	GLP2271
J0153	Open Doors	GLP2271

Philadelphia / Queen

	Style No.	Style Name	FOB	SDN Y or N	Antimicrobial backing (Feature can be added with Glue - Glue type)	GLP (CRI) cert #
bl	54410	BREAKING NEWS	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0102	Broadcast	MIII	N	N (with Glue-6300))	GLP2271
bl	54443	Camden Harbor II EWPB	MIII	Y	N (with Glue-3600))	GLP9968
bl	54282	Capital III SC18	MIII	Y	N (with Glue-6300))	GLP9167
bl	J0112	Change in Att. BL	MIII	N	N (with Glue-6300))	GLP2271
bl	J0130	Change In attitude EWPB	MIII	N	N (with Glue-3600))	GLP9968
bl	54486	Charismatic	MIII	Y	N (with Glue-6300))	GLP2271
bl	54416	Direct Link	MIII	Y	N (with Glue-6300))	GLP2271
bl	54210	Franchise	MIII	Y	N (with Glue-6300))	GLP2271
bl	54299	Fully Charged	MIII	N	N (with Glue-6300))	GLP2271
bl	54552	Fuse bl	MIII	N	N (with Glue-6300))	GLP2271
bl	54208	Heritage Point	MIII	Y	N (with Glue-6300))	GLP2271
bl	54300	High Voltage BL	MIII	N	N (with Glue-6300))	GLP2271
bl	54417	Hot Circuit	MIII	N	N (with Glue-6300))	GLP2271
bl	J0152	Make a move	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0062	Media	MIII	Y	N (with Glue-6300))	GLP2271
bl	54207	Modern Tradition	MIII	Y	N (with Glue-6300))	GLP2271
bl	54142	New Boundry	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0069	No Limits BL	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0153	Open Doors	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0052	Perfect Solution 26	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0051	Perfect Solution 28	MIII	Y	N (with Glue-6300))	GLP2271
bl	54140	QUEST	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0118	Resonance	MIII	Y	N (with Glue-6300))	GLP2271
bl	54455	Step Lively EWPB	MIII	N	N (with Glue-3600))	GLP9968
bl	54184	Succession BL (walkoff)	MIII	N	N (with Glue-6300))	None
bl	J0053	Synchronize	MIII	N	N (with Glue-6300))	GLP2271
bl	54456	Tons of Fun EWPB	MIII	N	N (with Glue-3600))	GLP9968
bl	54553	Unify	MIII	N	N (with Glue-6300))	GLP2271
bl	54487	We'll Suited	MIII	Y	N (with Glue-6300))	GLP2271
bl	J0101	White Noise	MIII	N	N (with Glue-6300))	GLP2271
bl	54141	WIRELESS	MIII	Y	N (with Glue-6300))	GLP2271
tile	54474	Ad-Lib	MIII	Y	Y	GLP9968
tile	54436	Area TL	MIII	Y	Y	GLP9968
tile	54780	Capital III 26 oz tile	MIII	Y	Y	GLP9968
tile	54480	Capital III TL	MIII	Y	Y	GLP9968
tile	J0115	Chain Reaction TL	MIII	Y	Y	GLP9968
tile	J0111	Change In Att. TL	MIII	N	Y	GLP9968
tile	54457	Channel Stitch	MIII	Y	Y	GLP9968
tile	54459	Chatterbox	MIII	Y	Y	GLP9968
tile	54471	Color Craze	MIII	N	Y	GLP9968
tile	J0107	Consultant TL	MIII	Y	Y	GLP9968
tile	J0143	Extrame	MIII	Y	Y	GLP9968
tile	J0141	Fanatic	MIII	Y	Y	GLP9968

Philadelphia / Queen

	Style No.	Style Name	FOB	SDN Y or N	Antimicrobial backing (Feature can be added with Glue - Glue type)	GLP (CRI) cert #
tile	54520	Fuse	MIII	N	Y	GLP9968
tile	J0142	Gung Ho	MIII	Y	Y	GLP9968
tile	54300	High Voltage TL	MIII	N	Y	GLP2271
tile	54497	insite	MIII	Y	Y	GLP9968
tile	54498	instuition	MIII	Y	Y	GLP8078
tile	54458	Mesh Weave	MIII	Y	Y	GLP9968
tile	J0108	No Limits TL	MIII	Y	Y	GLP9968
tile	J0129	Point of Interest	MIII	Y	Y	GLP9968
tile	54435	Range TI	MIII	Y	Y	GLP9968
tile	J0116	Ripple Effect TL	MIII	Y	Y	GLP9968
tile	54437	Rows TI	MIII	Y	Y	GLP9968
tile	54488	Sound Advice TL	MIII	Y	Y	GLP9968
tile	54268	Succession TL (walkoff)	MIII	Y	Y	None
tile	54440	Swizzle	MIII	N	Y	GLP9968
tile	J0126	Sync Up	MIII	N	Y	GLP9968
tile	J0128	Timeline	MIII	Y	Y	GLP9968
tile	54521	Unify	MIII	Y	Y	GLP9968
tile	54475	Unscripted	MIII	Y	Y	GLP9968

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.16 Per the Scope of Work and Specifications 2.8.04, place test that measure the carpet's ability to resist radon gases after this page.

Testing which measures the carpet's ability to resist radon from passing through the carpet is not a test standardly performed within the carpet industry. Therefore, testing from each of our proposed manufacturers is not available for submission with this offer.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.17 Per the Scope of Work and Specifications 2.8.06, provide carpet test results for AATCC 174 and AATCC 175 procedures after this page.

Tab 8

Antimicrobial Testing AATCC 174

Shaw's TekLok and EcoWorx products are inherently antimicrobial in the backing. The test results are attached. Shaw's EcoWorx Performance Broadloom product is antimicrobial when used with the Shaw 3600 antimicrobial adhesive. Shaw ClassicBac, Ultraloc, Unitary and EcoWorx Broadloom are not antimicrobial unless used with the 3600 antimicrobial adhesive. The MSDS for Shaw 3600 is attached.

Stain Testing AATCC 175

All of Shaw's 100% solution dyed products will pass the AATCC 175. We do not have tests for all of them. The ones we have are attached. Instead we provide a stain warranty. However, if you need testing completed on a certain product, Shaw will do so.

Test Facility:
1265 Kennestone Circle
Marietta, GA 30066

This report is confidential. No part may be used for advertising or public announcement without written permission. Reports shall refer to this company as needed.

AppTec

Report Number
746167
Page 1 of 1

Professional Testing Laboratory
714 Glenwood Place
Dalton, GA 30721

May 15, 2007
P.O. #: 043007

Attn: Sonja Cecil

GENERAL MICROBIOLOGY TEST REPORT

Sample Information: ID: EcoWorx
TEST # 107454
CLIENT: SHAW TILE
1: Washed
2: Unwashed

Date Received: May 01, 2007
Date In Test: May 04, 2007
Date Completed: May 11, 2007

Test Information: Test Codes: 110750, 110750A
AATCC Method 174 Part III
Procedure #: GM216PTL.01
Inoculum Level: 1.0×10^6 CFU/mL

Sample ID	<i>Aspergillus niger</i> ATCC # 6275	
	Fibers	Backing
1	Macro / 80 %	NG / NZ
2	Macro / 80 %	NG / NZ

Note: Pre-wet medium - Sterile water with 0.05 % Triton X-100

Interpretation of Results

NG = No growth on sample / growth-free zone width.

Micro = Microscopic growth on sample (visible only under the microscope) / percentage of surface growth.

Macro = Macroscopic growth on sample (visible to the eye) / percentage of surface growth.

NZ = No Zone

General Services Administration (GSA) Technical Requirements:

Any growth on the specimen is unacceptable. One specimen (fiber up or fiber down) must pass the test.

Reviewed:  05-15-07

Testina conducted in accordance with current Good Manufacturing Practices.

1265 Kennestone Circle • Marietta, GA 30066 • 888.847.6633 • 770.514.0262 • Fax 770.514.0294

SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION.**W. F. Taylor Co., Inc.**

11545 Pacific Avenue
Fontana, CA 92337-8228
951/360-6677

CHEMICAL EMERGENCY HOTLINE 1-800-535-5053

PRODUCT NAME: **SHAW 3600 ECOWORX BROADLOOM PERFORMANCE CARPET ADHESIVE**
ITEM NUMBER: 3600-4-SI
ITEM DESCRIPTION: Shaw 3600 EcoWorx Broadloom Carpet Adh 4-gal
PRODUCT DESCRIPTION: LATEX BASED ADHESIVE
CHEMICAL FAMILY: SYNTHETIC RUBBER, RESIN BLEND
REVISION DATE: 08/24/07
MANUFACTURED FOR: SHAW INDUSTRIES
ADDRESS: P.O. DRAWER 2128
DALTON, GA
PHONE NO.: (800) 441 - 7429
EMERGENCY PHONE NO.: (800) 535 - 5053
CHEMICAL NAMES, COMMON NAMES: SYNTHETIC RUBBER, RESIN BLEND
TRADE NAME: SHAW 3600 FLORSEPT CARPET ADHESIVE

HMIS HAZARD RATING

LEAST: 0 HEALTH: 0
SLIGHT: 1 FLAMMABLE: 0
MODERATE: 2 REACTIVITY: 0
HIGH: 3
EXTREME: 4

PREPARED BY: DARWIN C. REGIS
PREEMPTS PREVIOUS MSDS SHEETS

SECTION II HAZARDOUS INGREDIENTS

<u>COMPONENT/CAS #</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>% WT</u>	<u>NOTES</u>
NO HAZARDOUS INGREDIENTS PER CURRENT OSHA REGULATIONS				

SECTION III PHYSICAL DATA

BOILING POINT: 212 DEGREES F
LBS / GALLON: 11 - 11.5
EVAPORATION RATE: SAME AS WATER
VAPOR DENSITY: SAME AS WATER
VAPOR PRESSURE: SAME AS WATER
PERCENT VOLATILE: 19 - 21 (BY WEIGHT)
COLOR: OFF WHITE
ODOR: NIL
GRAMS V.O.C. PER LITER OF MATERIAL: NEGLIGIBLE

SECTION IV FIRE AND EXPLOSION HAZARD DATA

DOT CATEGORY: NOT REGULATED
FLASH POINT: NONE LEL: NA
TINGUISHING MEDIA: NONE REQUIRED
UNUSUAL FIRE AND EXPLOSION HAZARDS: NONE
SPECIAL FIRE FIGHTING PROCEDURES: NONE

PRODUCT NAME: **SHAW 3600 ECOWORK BROADLOOM PERFORMANCE CARPET ADHESIVE**
ITEM NUMBER: 3600-4-SI
ITEM DESCRIPTION: Shaw 3600 EcoWorx Broadloom Carpet Adh 4-gal
REVISION DATE: 08/24/07

SECTION V HEALTH HAZARD IDENTIFICATION

SYMPTOMS OF OVER EXPOSURE:

INHALATION: NONE KNOWN

EYES: MAY CAUSE MILD IRRITATION

SKIN: NONE KNOWN

INGESTION: NONE KNOWN

FIRST AID PROCEDURES:

EYES: FLUSH WITH WATER

SKIN: WASH WITH SOAP AND WATER

INHALATION: REMOVE TO FRESH AIR IF NEEDED

INGESTION: DO NOT INDUCE VOMITING. CALL PHYSICIAN IMMEDIATELY.

SECTION VI REACTIVITY DATA

STABILITY: STABLE

CONDITIONS TO AVOID: NONE KNOWN

INCOMPATIBILITY-MATERIALS TO AVOID: NONE KNOWN

HAZARDOUS DECOMPOSITION PRODUCTS: NONE KNOWN

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

SECTION VII SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS SPILLED

KEEP OUT OF SEWER SYSTEMS TO PREVENT BLOCKAGE DUE TO POLYMER DEPOSITS. USE ABSORBENT

MATERIAL TO COLLECT AND/OR SCRAPE UP EXCESS AND PLACE INTO CLOSED DOT APPROVED CONTAINERS FOR DISPOSAL.

WASTE DISPOSAL: ABIDE BY ALL STATE, FEDERAL AND LOCAL REGULATIONS.

SECTION VIII SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION: NONE NEEDED

VENTILATION: LOCAL EXHAUST

PROTECTIVE GLOVES: NONE REQUIRED

EYES: GOGGLES

OTHER PROTECTIVE EQUIPMENT: NONE

SECTION IX SPECIAL PRECAUTIONS

PRECAUTION FOR HANDLING AND STORING: DO NOT PUNCTURE.

KEEP OUT OF THE REACH OF CHILDREN.

PROTECT FROM FREEZING

CAUTION: DO NOT TAKE INTERNALLY. IF SWALLOWED, DO NOT INDUCE VOMITING, CALL PHYSICIAN IMMEDIATELY.

NOTICE

W.F. TAYLOR BELIEVES THE DATA SET FORTH HEREIN ARE ACCURATE AS OF THE DATE HEREOF. TAYLOR MAKES NO WARRANTY WITH RESPECT THERETO AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR RELIANCE THEREON. SUCH DATA ARE OFFERED SOLELY FOR YOUR CONSIDERATION, INVESTIGATION AND VERIFICATION.

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buthenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-21

Date Completed: 07-27-2009

Product Information

Division: Philadelphia

Style: 54437 Rows

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
00300	10.0
00302	9.0
00402	10.0
00500	10.0
00502	8.0
00700	10.0
00800	10.0

Approved



The results listed above are for the material submitted and tested only. The Central Laboratory of Shaw Industries, Inc. is a SQS certified facility. SQS (Shaw Quality System) is Shaw's internal ISO 9000 based quality system that is administered and audited internally.

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2123
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-21

Date Completed: 07-27-2009

Product Information

Division: Philadelphia

Style: 54435 Range

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
00300	10.0
00302	9.0
00402	10.0
00500	10.0
00502	8.0
00700	10.0
00800	10.0

Approved



The results listed above are for the material submitted and tested only. The Central Laboratory of Shaw Industries, Inc. is a SQS certified facility. SQS (Shaw Quality System) is Shaw's internal ISO 9000 based quality system that is administered and audited internally.

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-21

Date Completed: 07-27-2009

Product Information

Division: Philadelphia

Style: 54436 Area

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
00300	10.0
00302	9.0
00402	10.0
00500	10.0
00502	8.0
00700	10.0
00800	10.0

Approved



The results listed above are for the material submitted and tested only. The Central Laboratory of Shaw Industries, Inc. is a SQS certified facility. SQS (Shaw Quality System) is Shaw's internal ISO 9000 based quality system that is administered and audited internally.

Tab 8

Antimicrobial Testing AATCC 174

Shaw's TekLok and EcoWorx products are inherently antimicrobial in the backing. The test results are attached. Shaw's EcoWorx Performance Broadloom product is antimicrobial when used with the Shaw 3600 antimicrobial adhesive. Shaw ClassicBac, Ultraloc, Unitary and EcoWorx Broadloom are not antimicrobial unless used with the 3600 antimicrobial adhesive. The MSDS for Shaw 3600 is attached.

Stain Testing AATCC 175

All of Shaw's 100% solution dyed products will pass the AATCC 175. We do not have tests for all of them. The ones we have are attached. Instead we provide a stain warranty. However, if you need testing completed on a certain product, Shaw will do so.

Test Facility:
1265 Kennestone Circle
Marietta, GA 30066

This report is confidential. No part may be
used for advertising or public announcement
without written permission. Results apply only
to the samples tested.

AppTEC

Report Number
746166
Page 1 of 1

Professional Testing Laboratory
714 Glenwood Place
Dalton, GA 30721

May 08, 2007
P.O. #: 043007

Attn: Sonja Cecil

GENERAL MICROBIOLOGY TEST REPORT

Sample Information: ID: EcoWorx
TEST # 107454
CLIENT: SHAW TILE
1: Washed
2: Unwashed

Date Received: May 01, 2007
Date in Test: May 04, 2007
Date Completed: May 05, 2007

Test Information: Test Codes: 110730, 110730A
AATCC Method 174, Part I
Procedure #: GM214PTL.01

Sample ID	Carpet Side	<i>S. aureus</i> ATCC 6538	<i>K. pneumoniae</i> ATCC 4352
1	Fibers	NI	NI
	Backing	CZ / 9 mm	CZ / 6 mm
2	Fibers	NI	NI
	Backing	CZ / 11 mm	CZ / 8 mm

Interpretation of Results

NI = No inhibition of growth
CZ = Clear Zone of Inhibition / zone width
I = Inhibition of growth under the sample only

General Services Administration (GSA) Technical Requirements:

The zone of inhibition must be a minimum of 2 mm for Gram positive bacteria and a minimum of 1 mm for Gram negative bacteria to be acceptable. In addition, any growth in the contact area is unacceptable. One specimen (fiber up or fiber down) must pass the test.

Reviewed: B. J. [Signature] 05-08-06

Testing conducted in accordance with current Good Manufacturing Practices.

Test Facility:
1265 Kennestone Circle
Marietta, GA 30066

This report is confidential. No part may be used for advertising or public announcement without written permission. Results apply only to the sample(s) tested.



Report Number
806160.A02
Page 2 of 3

Professional Testing Laboratory
714 Glenwood Place
Dalton, GA 30721

Attn: Sonja Cecil

April 27, 2009
P.O. #: 040309-B
AMENDED REPORT
Original Issue Date:
04-15-09
❖ Amendment Summary

MICROBIAL ASSAYS TEST REPORT

Sample Information: CLIENT: Shaw Industries
1: TEST # 120837 ID TLK, washed
2: TEST # 120837 ID TLK, unwashed

Date Received: April 06, 2009
Date in Test: April 07, 2009
Date Completed: April 14, 2009

Test Information: Test Codes: 110750, 110750A
AATCC Method 174, Part III
Procedure #: MA216PTL.202

Sample ID	<i>Aspergillus niger</i> ATCC 6275 Inoculum Level: 1.1×10^6 CFU / 1.0 mL	
	Fibers	Backing
1	Macro / 90%	NG / NZ
2	Macro / 90%	NG / NZ

Additional Test Information:

Pre-Treatment: Sample(s) pre-wet with sterile water containing 0.05% Triton X-100
Sample Size: 38 mm disc
Culture Medium: Sabouraud Dextrose Agar
Inoculum Carrier: Sterile Water
Growth Medium: Sabouraud Dextrose Agar

Interpretation of Results:

NG = No growth on sample / growth-free zone width
Micro = Microscopic growth on sample (visible only under the microscope) / percentage of surface growth
Macro = Macroscopic growth on sample (visible to the eye) / percentage of surface growth
NZ = No Zone

General Services Administration (GSA) Technical Requirements:

Any growth on the specimen is unacceptable. One specimen (fiber up or fiber down) must pass the test.

- ❖ A01 – Dated 04-24-09: Corrected results and changed report format.
- A02 – Dated 04-27-09: Sponsor modified sample information.

Page 1 Signed

Technical Reviewer

Date

Testing conducted in accordance with current Good Manufacturing Practices.

1265 Kennestone Circle • Marietta, GA 30066 • 888.847.6633 • 770.514.0262 • Fax 770.514.0294

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-15

Date Completed: 07-27-2009

Product Information

Division: Shaw Contract

Style: 59466 Mirror Image Tile

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
63103	9.0
63309	10.0
63481	10.0
63500	10.0
63530	10.0
63546	9.0
63761	10.0

Approved



The results listed above are for the material submitted and tested only. The Central Laboratory of Shaw Industries, Inc. is a SQS certified facility. SQS (Shaw Quality System) is Shaw's internal ISO 9000 based quality system that is administered and audited internally.

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 021009-8

Date Completed: 02-12-2009

Product Information

Division: Shaw Contract

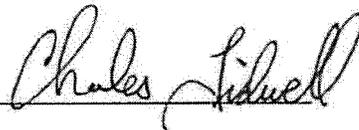
Style: 59558 Intrigue Tile

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
54103	9.5
54309	9.5
54400	10.0
54481	10.0
54485	9.5
54505	9.5
54512	8.5
54530	8.5
54730	10.0
54750	10.0
54761	9.5
54879	10.0
54979	10.0

Approved



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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2206
FAX: 706-275-2219
email: alan.bultenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 111405-10

Date Completed: 11-22-2005

Product Information

Division: Shaw Contract

Style: 60535 Expert TLK

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
35300	10.0
35305	10.0
35310	10.0
35400	10.0
35405	10.0
35410	10.0
35500	10.0
35600	10.0
35700	10.0
35800	10.0
35805	10.0
35900	10.0

Approved

Charles F. Adwell
A

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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.bullenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 111405-10

Date Completed: 11-22-2005

Product Information

Division: Shaw Contract

Style: 59377 Expert EW24

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
35300	10.0
35305	10.0
35310	10.0
35400	10.0
35405	10.0
35410	10.0
35500	10.0
35600	10.0
35700	10.0
35800	10.0
35805	10.0
35900	10.0

Approved



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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buthenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 082509-15

Date Completed: 08-31-2009

Product Information

Division: Shaw Contract

Style: 59561 Charisma Tile

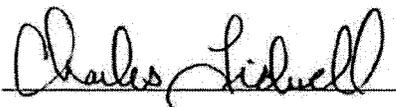
Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

Color
61505

Results
10.0

Approved



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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA 30722

Phone: 706-275-2206
FAX: 706-275-2219
email: alan.buftenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 102706-1

Date Completed: 11-01-2006

Product Information

Division: Shaw Contract

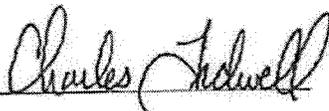
Style: 59358 Color Play EW24

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
58150	8.0
58315	10.0
58335	10.0
58402	8.5
58460	9.5
58485	9.0
58500	10.0
58505	10.0
58530	8.5
58595	9.5
58760	10.0
58761	9.5
58850	10.0

Approved



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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-276-2206
FAX: 706-226-2219
email: alan.battenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 102706-10

Date Completed: 11-01-2006

Product Information

Division: Shaw Contract

Style: 59356 Shadow Play EW24

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
56150	9.0
56306	9.5
56309	9.5
56321	10.0
56335	9.0
56460	9.5
56481	10.0
56505	10.0
56530	8.0
56545	10.0
56760	10.0
56761	10.0
56850	10.0
56965	10.0

Approved

Charles Tidwell
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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2206
FAX: 706-275-2219
email: alan.buddenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 102706-7

Date Completed: 11-01-2006

Product Information

Division: Shaw Contract

Style: 59368 Tru Colours EW24

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

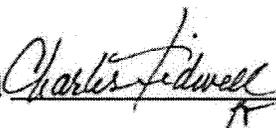
<u>Color</u>	<u>Results</u>
68150	9.0
68309	9.5
68320	9.5
68321	9.5
68330	8.0
68335	9.0
68370	10.0
68400	9.5
68481	9.0
68485	10.0
68500	10.0
68505	10.0
68545	8.0
68665	10.0
68713	10.0

59368 Tru Colours EW24
Stain - AATCC 175

Page 2

<u>Color</u>	<u>Results</u>
68725	9.5
68740	9.0
68750	8.5
68760	8.0
68761	9.0
68850	10.0
68870	10.0
68965	9.0
68979	10.0
68990	9.5

Approved



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Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2126
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buddenhoff@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 021009-8

Date Completed: 02-12-2009

Product Information

Division: Shaw Contract

Style: 59554 Captivate Tile

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
54103	9.5
54309	9.5
54400	10.0
54481	10.0
54485	9.5
54505	9.5
54512	8.5
54530	8.5
54730	10.0
54750	10.0
54761	9.5
54879	10.0
54979	10.0

Approved

Charles Tidwell
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The results listed above are for the material submitted and tested only. The Central Laboratory of Shaw Industries, Inc. is a SGS certified facility. SGS (Shaw Quality System) is Shaw's internal ISO 9000 based quality system that is administered and audited internally.

Shaw Industries, Inc.

Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-276-2305
FAX: 706-276-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-15

Date Completed: 07-27-2009

Product Information

Division: Shaw Contract

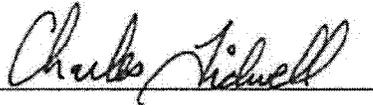
Style: 59465 Beam Of Light Tile

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
63103	9.0
63309	10.0
63481	10.0
63500	10.0
63530	10.0
63546	9.0
63761	10.0

Approved



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Shaw Industries, Inc.
P.O. Box 2128
Dalton, GA. 30722

Phone: 706-275-2205
FAX: 706-275-2219
email: alan.buttendorf@shawinc.com

CENTRAL LABORATORY REPORT

Test #: 071509-15

Date Completed: 07-27-2009

Product Information

Division: Shaw Contract

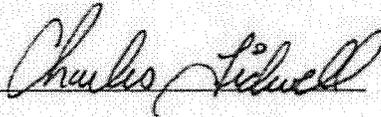
Style: 59463 Prisma Tile

Test Conducted

AATCC 175 - Stain Resistance - Pile Floor Covering - This test is designed to provide a simple, standard method for measuring and rating resistance to acid dye food color staining on pile floor coverings. Samples are evaluated using the AATCC Stain Scale. A rating of "10" on the scale indicates no staining and a "1" indicates severe staining.

<u>Color</u>	<u>Results</u>
63103	9.0
63309	10.0
63481	10.0
63500	10.0
63530	10.0
63546	9.0
63761	10.0

Approved



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Philadelphia / Queen

	Style No.	Style Name	FOB	SDN Y or N	Antimicrobial backing (Feature can be added with Glue - Glue type)	GLP (CRI) cert #
bl	54410	BREAKING NEWS	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0102	Broadcast	Mill	N	N (with Glue-6300))	GLP2271
bl	54443	Camden Harbor II EWPB	Mill	Y	N (with Glue-3600))	GLP9968
bl	54282	Capital III SC18	Mill	Y	N (with Glue-6300))	GLP9167
bl	J0112	Change in Att. BL	Mill	N	N (with Glue-6300))	GLP2271
bl	J0130	Change in attitude EWPB	Mill	N	N (with Glue-3600))	GLP9968
bl	54486	Charismatic	Mill	Y	N (with Glue-6300))	GLP2271
bl	54416	Direct Link	Mill	Y	N (with Glue-6300))	GLP2271
bl	54210	Franchise	Mill	Y	N (with Glue-6300))	GLP2271
bl	54299	Fully Charged	Mill	N	N (with Glue-6300))	GLP2271
bl	54552	Fuse bl	Mill	N	N (with Glue-6300))	GLP2271
bl	54208	Heritage Point	Mill	Y	N (with Glue-6300))	GLP2271
bl	54300	High Voltage BL	Mill	N	N (with Glue-6300))	GLP2271
bl	54417	Hot Circuit	Mill	N	N (with Glue-6300))	GLP2271
bl	J0152	Make a move	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0062	Media	Mill	Y	N (with Glue-6300))	GLP2271
bl	54207	Modern Tradition	Mill	Y	N (with Glue-6300))	GLP2271
bl	54142	New Boundry	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0069	No Limits BL	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0153	Open Doors	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0052	Perfect Solution 26	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0051	Perfect Solution 28	Mill	Y	N (with Glue-6300))	GLP2271
bl	54140	QUEST	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0118	Resonance	Mill	Y	N (with Glue-6300))	GLP2271
bl	54455	Step Lively EWPB	Mill	N	N (with Glue-3600))	GLP9968
bl	54184	Succession BL (walkoff)	Mill	N	N (with Glue-6300))	None
bl	J0053	Synchronize	Mill	N	N (with Glue-6300))	GLP2271
bl	54456	Tons of Fun EWPB	Mill	N	N (with Glue-3600))	GLP9968
bl	54553	Unify	Mill	N	N (with Glue-6300))	GLP2271
bl	54487	Well Suited	Mill	Y	N (with Glue-6300))	GLP2271
bl	J0101	White Noise	Mill	N	N (with Glue-6300))	GLP2271
bl	54141	WIRELESS	Mill	Y	N (with Glue-6300))	GLP2271
tile	54474	Ad-Lib	Mill	Y	Y	GLP9968
tile	54436	Area TL	Mill	Y	Y	GLP9968
tile	54780	Capital III 26 oz tile	Mill	Y	Y	GLP9968
tile	54480	Capital III TL	Mill	Y	Y	GLP9968
tile	J0115	Chain Reaction TL	Mill	Y	Y	GLP9968
tile	J0111	Change in Att. TL	Mill	N	Y	GLP9968
tile	54457	Channel Stitch	Mill	Y	Y	GLP9968
tile	54459	Chatterbox	Mill	Y	Y	GLP9968
tile	54471	Color Craze	Mill	N	Y	GLP9968
tile	J0107	Consultant TL	Mill	Y	Y	GLP9968
tile	J0143	Extreme	Mill	Y	Y	GLP9968
tile	J0141	Fanatic	Mill	Y	Y	GLP9968

Philadelphia / Queen

	Style No.	Style Name	FOB	SDN Y or N	Antimicrobial backing (Feature can be added with Glue - Glue type)	GLP (CRI) cert #
tile	54520	Fuse	Mill	N	Y	GLP9968
tile	J0142	Gung Ho	Mill	Y	Y	GLP9968
tile	54300	High Voltage TL	Mill	N	Y	GLP2271
tile	54497	Insite	Mill	Y	Y	GLP9968
tile	54498	Instuition	Mill	Y	Y	GLP8078
tile	54458	Mesh Weave	Mill	Y	Y	GLP9968
tile	J0108	No Limits TL	Mill	Y	Y	GLP9968
tile	J0129	Point of Interest	Mill	Y	Y	GLP9968
tile	54435	Range TI	Mill	Y	Y	GLP9968
tile	J0116	Ripple Effect TL	Mill	Y	Y	GLP9968
tile	54437	Rows TI	Mill	Y	Y	GLP9968
tile	54488	Sound Advice TL	Mill	Y	Y	GLP9968
tile	54268	Succession TL (walkoff)	Mill	Y	Y	None
tile	54440	Swizzle	Mill	N	Y	GLP9968
tile	J0126	Sync Up	Mill	N	Y	GLP9968
tile	J0128	Timeline	Mill	Y	Y	GLP9968
tile	54521	Unify	Mill	Y	Y	GLP9968
tile	54475	Unscripted	Mill	Y	Y	GLP9968

Unmatched Protection

ProSept[®] (antimicrobial)

ProTex[®] (fluorochemical)

J&J / INVISION

ProSept® (antimicrobial)

In commercial and residential settings, carpet is often subjected to microbial attack when conditions favor the proliferation of microorganisms. Something as simple as food or beverages spilled on the carpet might lead to bacterial or fungal growth. Over time, the growth of bacteria and fungi can degrade the carpet's physical and aesthetic qualities. To inhibit this growth, J&J / Invision offers **ProSept®**.

ProSept is a unique bactericide-fungicide added to the carpet backing system to serve a dual function: to protect the carpet from both bacterial and fungal growth and to eliminate odors associated with molds and fungi.

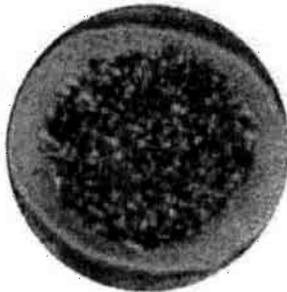
To evaluate the permanency of **ProSept**, carpet is subjected to the AATCC-174 challenge. This test evaluates **ProSept's** permanency by first washing it eight times in accordance with the AATCC-138 test method.



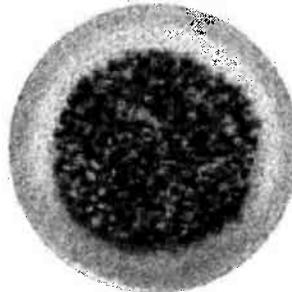
Northwestern Memorial Hospital

This procedure ensures that your carpet is protected through hot-water extraction, regular maintenance, and day-to-day use.

This testing protocol clearly demonstrates **ProSept's** effectiveness against bacterial and fungal attack. The zone of inhibition created by **ProSept** is a halo-like effect shown pictorially around these two carpet samples.



Alternaria Alternata
(fungal resistance in
zone of inhibition)



Klebsiella Pneumoniae
(bacterial resistance in
zone of inhibition)

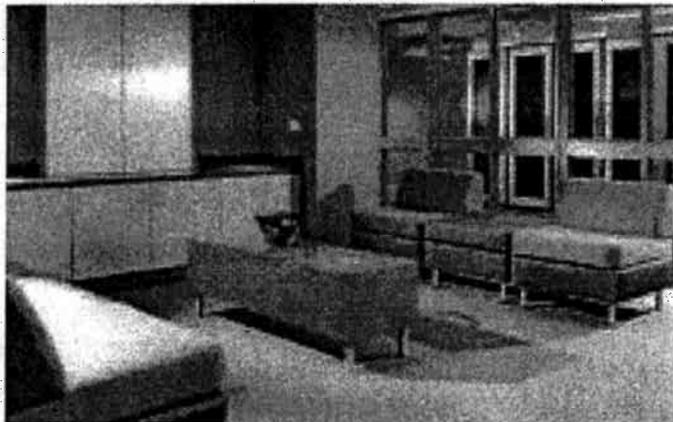
While **ProSept** bactericide-fungicide is a highly active, broad-spectrum, anti-microbial agent, there are zero calculated VOCs associated with **ProSept**. Additionally, **ProSept** boasts chemical stability in highly alkaline environments, allowing it to operate effectively against bacteria and fungi on concrete where other biocides may degrade.

Features and Benefits of ProSept[®]

- *Registered for use in carpet by US EPA*
- *Consistently meets GSA requirements*
- *Effective against bacteria and fungi*
- *Broad spectrum biocide*
- *Not a carcinogen, mutagen, teratogen, or a skin sensitizer*
- *Will not leach-out during carpet cleaning*
- *Helps prevent odors from developing*
- *Zero calculated VOCs*
- *No environmental accumulation*

Who can benefit from ProSept?

Customers who need to prevent microbial growth in their carpet often specify a biocide such as **ProSept**. In government facilities, schools, hospitals, and other healthcare settings, **ProSept** from J&J / Invision is the specified choice for antimicrobial carpet.



ProTex[®] *(fluorochemical)*

All carpet fibers need protection to improve resistance to soiling. **ProTex[®]** is a patented fluorochemical treatment that is applied and bonded to the pile fiber to impede soiling and to improve cleanability.

ProTex works similarly to the technology used in nonstick cookware, in that our proprietary technology lowers the surface energy of the fibers which increases soil release properties. Very small soil particles tend to cause carpet to appear dull. Thanks to **ProTex**, small soil particles are easily removed by vacuuming or wet cleaning.

The key to **ProTex's** effectiveness is in its application. First, it is uniformly incorporated into the carpet's face fibers using leading edge technology. This special process provides more uniform coverage than conventional spraying applications. **ProTex** is then exposed to high levels of heat during finishing of the carpet composite to maximize bonding of **ProTex** to the nylon.

Under normal conditions, **ProTex** can remain effective for many years, enhancing the cleanliness and newness retention of your carpet.

J&J / INVISION

divisions of J&J Industries

Post Office Box 1287

Dalton, Georgia 30722-1287

☎ 1.800.241.4586 ☎ 1.800.628.4329

🌐 www.jj-invision.com 📧 mktg@jj-invision.com

patcraft

Shaw 1036 Superior Grade Carpet Adhesive With Flosept®

INSTALLATION INSTRUCTIONS

Installation guidelines can be obtained by contacting Patcraft (800) 241.4014, www.patcraft.com For installation assistance please contact Shaw Commercial Installation Services at 1.800.471.7429.

Porous Substrate: Above, on or below grade concrete in the absence of excessive moisture, alkali, and hydrostatic pressure, (remove sealers/curing compounds from the surface), APA registered plywood underlayment, hardboard, or association grade particle board underlayment.

Non-Porous Substrate: Sealed concrete, stripped VCT, or ground terrazzo. (Remove all wax & polishes), Increased open time may be needed over non-porous subfloors. Existing vinyl flooring must be over one year old and fully adhered with full spread of adhesive.

Sub-floor must be structurally sound, clean, level and dry. Remove all foreign substances such as wax, grease, dirt and any substance or chemical that would interfere with the adhesive bond. Fill all holes and cracks with a cement based patching compound containing a latex additive. Sand any existing high spots. Install felt or hardboard underlayment over tongue and groove flooring to eliminate the possibility of telegraphing. It is required that the installer perform tests for alkalinity (pH results should range between 5 - 9). Take corrective measures if concrete surface pH exceeds 9. Moisture tests should be performed using an anhydrous calcium chloride test according to ASTM F-1869 test method. Moisture emissions according to ASTM F-1869 test method should not exceed 5.0 lbs. per 1000 square feet per 24 hours (2.27 kg/92.9m²/24 hours). Relative Humidity readings according to ASTM F-2170 should be below RH 85%. If both tests are performed the RH test is the qualifying standard.

The adhesive, floor covering, and installation site must be maintained at a temperature of 65°-95°F (18.30°-43.09°C) and relative humidity not to exceed 65% for 24 hours before, during, and after installation.

Recommended Trowel Size and Notch	Coverage
Doublestick Applications 1/8" x 1/8" x 1/8" U-notch	8-9 sq. yds per gal./ 4 gal. Container Up to 3.0 meters / liter
Cushion to Floor 3/32" x 3/32" x 3/32" V-notch	10 - 12 sq. yds. per gal. / 4 gal. Container Up to 4.0 sq. meters / liter
Carpet to Cushion 1/8" x 1/8" x 1/16" U-notch	5 - 7 sq. yds. per gal. / 4 gal. Container Up to 2.0 sq. meters / liter

*Trowel dimensions are width x depth x spacing. Coverage is approximate and may vary depending on porosity of substrate and the angle at which the trowel is held. It is the installer's responsibility to apply the proper amount of adhesive for the job condition.

1. Apply adhesive to substrate with recommended trowel. The adhesive is ready for carpet installation when the entire ridge of glue becomes tacky. This can be checked by firmly placing a finger into the ridge of adhesive and pressing to the floor. Lift slowly and the adhesive should stick to the floor and your finger and have leg or strings for one to two inches. Fans or air movers blowing across the area, but directly not on the adhesive, will greatly reduce required open time.
2. This backing should be rolled widthwise, and then lengthwise with a 75 – 100 lb. roller to assure transfer of the adhesive between the floor and carpet backing and to eliminate any trapped air. Work from the center towards the edge to expel trapped air. Failure to perform this could result in bubbling or unwanted air pockets.
3. Roll until carpet is bonded uniformly to the substrate. If carpet lifts at seams or if bubbles occur, roll again until carpet is bonded firmly to floor.
4. Seal all seams according to flooring manufacturer's recommendation.
5. Inadequate adhesive application or set up time may result in bubbles and/or peaked seams and repair will require more time and effort than proper initial installation. In order to alleviate bubbles, creases, pile distortion and crushing, it is advised to steam the carpet. Successful steaming is dependent on an adequate application of adhesive. Please see Shaw Industries Broadloom Carpet Installation Guidelines for details regarding steaming.
6. Clean-up: Use warm soapy water while adhesive is still wet. Use a safety solvent if dried.

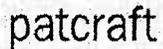
DESCRIPTION

1036 Superior Grade Carpet Adhesive with Florsept®

Shaw 1036 with Florsept® is a fast tacking, solvent free ultra premium adhesive with extra antimicrobial protection for installing both direct glue down and doublestick commercial carpets, and Shaw's DuraTech Plus Cushion. The adhesive should be Tacky to Touch (1-2 inches of leg development) prior to installing the carpet.

Weight	Pallet Qty.	Pallet Weight
43 lbs.	48	2114 lbs.

Freeze / Thaw to 10°F (-12°C)
 V.O.C. Less than 13 grams per liter
 Base: Synthetic rubber, resin blend
 Appearance: Off white, smooth, easy-to-spread mastic
 Open Time: Up to several hours, tacks up in 30 minutes
 Shelf Life: One year in unopened container at 70°F (21°C).



patcraft

Flammability: Non-flammable qualified for NFPA Class A and UBC Class 1 fire ratings as determined by the ASTM E84 Tunnel Test. Conforms to the requirements of the Hill Burton Act.

KEEP OUT OF THE REACH OF CHILDREN Do not take internally. If swallowed, do not induce vomiting - call a physician immediately.

Environmental

LEED – qualifies for Indoor Environmental Quality Category Credit 4.1 Low Emitting Materials

GLP 60112

California South Coast Air Quality Management District SCAQMD Rule 1168

California CHPS Section 01350

Warranty

This product is covered by a 1-year limited warranty. For more detailed information and limitations on this limited warranty, please contact Patcraft Customer Connect at (800) 241.4014 www.patcraft.com.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 6

Discount and Price Workbook Instructions

1. All bidders must complete the summary worksheet of the 11E Carpet, Floor Covering, and Concrete Floor Applications Discount and Price workbook titled "**11E Carpet, Floor Covering, and Concrete Floor Applications WB.xls**". This file can be downloaded from <http://www.mesc.org/solicitations.html>.
2. In addition to the workbook with the completed summary worksheet, bidder should fill out the other worksheets (product & service pricing) **OR** provide additional price and discount schedule(s), as detailed in Number Three below.
3. In addition to the Excel workbook detailed in Number One above, bidder may provide their own additional price and discount schedule(s) (e.g. manufacturer's suggested retail price lists). However, all price schedule(s) shall follow the format, and provide the information detailed below.
4. Include paper copies (printed double-sided) of the workbook, along with a CD or similar electronic media device (DVD, USB thumb drive, etc.) containing the completed workbook and additional price schedule(s).
5. All pricing information shall be placed after Tab 6.
6. Mohave Members pay an administration fee equal to 1% of the purchase price of goods and services purchased from Mohave contracts. Bidders shall include the administration fee in all prices in the Discount and Price Schedule(s). *No administration fee is charged on shipping, sales or use tax, bonds, travel, and/or M&IE.*
7. Percent of discount offers that are not based upon published price lists, or catalogs will be administered as fixed price contracts.
8. Net Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable.
9. Cost plus a percentage of cost pricing is not acceptable as per R7-2-1091(A).
10. Products and/or services listed as "*call for quote*" are not acceptable. All products and/or services provided with your bid must contain a specific price, in order to be considered for inclusion under an awarded contract.
11. Include detailed shipping information on the discount summary tab. This information should indicate whether shipping/handling is included in the price, or whether it varies by the type or product/service.
12. Mohave serves customers all over the state. Our goal is to provide good value on our contracts for all Members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

Failure to complete the 11E Carpet, Floor Covering, and Concrete Floor Applications Discount and Price workbook and worksheet may render your bid non-responsive.

Discount and Price Workbook Details

The Discount and Price workbook contains an additional worksheet, in addition to the Discount Summary worksheet. Instructions for both worksheets are detailed below.

Discount Summary Worksheet:

Section One (General Information Summary):

- Provide the labor, service, installation, etc. rates offered. Cells are provided for any additional rates other than regular business hour rates. Specify the type of service in the description of the cell. Add additional rows if necessary, and specify the type of service provided. Place an "N/A" for any cells that do not apply. Include all information, e.g. type of charge, amount, unit of measure.
- Provide any repair rates in the rows titled, "Repair Rates." If this row is not applicable, please place an "N/A" in the cell.
- ***The net Mohave price shall include Mohave's 1% administration fee.***

(con't)

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 6

Discount and Price Workbook Details (con't)

Discount Summary Worksheet (con't):

Section One (General Information Summary) (con't):

- Additional charges, fees, etc. Provide pricing for the applicable listed items in this section. If item does not apply, or is included in Member price, place "N/A" or "Included" in the appropriate cell. If an additional charge that will apply under an awarded contract is not listed, use the additional rows included to provide any additional pricing information. Pass-thru items (those priced at your cost), permits, waste disposal fees, performance and payments bonds (see note below), will not be charged a Mohave Administration fee.
- Restocking Fees. Provide your restocking rate in the cell provided. Note, rate cannot exceed 15%. In the three rows provided, provide detailed information regarding your return policy, shipping charges on returns, and any exclusions or limitations. Expand these cells as needed to display all of the text in your response.
- **If rates are not specified for these charges, no charges will be allowed.**

*Note regarding Performance and Payment Bonds

Performance and payment bonds are required under an awarded contract for jobs over \$50,000 or when requested by the Member for jobs under \$50,000. Indicate the additional cost, if any, to provide 100% performance and payment bonds. This information shall be included in the Discount Summary. The Mohave administration fee is not charged on performance and payment bonds.

Section Two (Mileage, Meals and Incidentals Expenses (M&IE), Lodging Rates, Travel Time, Mobilization, and Trip Charges):

- Provide a price schedule, as detailed in the discount and price workbook instructions on the previous page, for mileage, lodging, M&IE. Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable.
- Transportation, lodging, meals and incidental expenses shall be included.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The SAAM publication is available for download at <http://www.gao.az.gov/travel/default.asp>. You may elect to use other rates. If you are providing state rates, you do not need to submit the State of Arizona reimbursement rate information. Simply indicate that you are using current state rates in the workbook. For seasonally adjusted rates, the rates in effect at the time of travel are to be used.
- Provide any Travel/Drive rates.
- Provide any Mobilization charges.
- Include a detailed explanation as to how these charges will be applied in *Supplementary Information Question 3.6 in Tab 8*.
- *The Mohave administration fee is not charged on transportation, lodging, M&IE.*
- *The Mohave administration fee is charged on Travel Time, Mobilization, and Trip Charges.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Section Three (Manufacturer/Brand, being offered):

- Provide a discount schedule for the manufacturer and/or brands of products offered.
- List manufacturer or brand in column A.
- Column B is for the type of products that will be provided by the manufacture, i.e. Carpeting, Carpet Accessories, Cove Base, etc.

(con't)

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 6

Discount and Price Workbook Details (con't)

Discount Summary Worksheet (con't):

Section Three (Manufacturer/Brand, being offered) (con't):

- Provide the discount off the Manufacturer's Suggested Retail Price (MSRP) or List price in column C. For fixed pricing, state "Fixed" in this column.
- Provide any volume discount rates, or where information regarding volume discounts may be found in column D.
- Provide any shipping, handling, etc. rates, where these rates may be found, or if charges are included in column E.
- Provide any additional charges for expedited shipping, handling, etc. rates, or where these rates may be found in column F.

***Note: If any of the above discounts, charges, rates, etc. are not applicable; please place a "N/A" in the corresponding cell. For charges, rates, etc. that are included in the price; please place an "Inc." in the corresponding cell.**

Carpet/Carpet Product Pricing Worksheet

- Provide individual carpet/carpet product pricing in this worksheet.
- Provide the service, carpet, or product type in column A.
- Provide the brand or manufacturer in column B.
- Column C is for product only pricing, or for pricing that has installation services as a separate charge.
- Column D is for installation only rates for the service, carpet, or product listed.
- Column E is for the installed price for the service, carpet, or product. **NOTE: Installed Price: Pricing should include materials, and installation of product, including labor to install product, freight and adhesives.**
- Place the unit of measure (per each, per square yard, per linear foot, etc.) that is applied to the pricing.
- Provide the discount applicable to the service, carpet, or product. **NOTE: Discount shall match the discounts stated in the Discount Summary.**
- Provide the net Mohave price in column H.
- The net Mohave price shall include Mohave's 1% administration fee.

Additional Products Services Worksheet

- Provide any additional services/products pricing as needed.
- Follow the format for pricing as detailed Discount and Price Workbook Instructions.
- The net Mohave price shall include Mohave's 1% administration fee.

Additional Price Schedule Worksheet (if needed)

- Provide any additional price schedules as needed.
- Follow the format for pricing as detailed Discount and Price Workbook Instructions.
- The net Mohave price shall include Mohave's 1% administration fee.

Appendix A: Bidder Qualifications

Place responses after Tab 4

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the bid. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

- 1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If bidder has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
- 2) Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
- 3) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 11. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names Mohave as the certificate holder.*
- 4) Provide a letter from your financial institution indicating the range of credit available to your firm. (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

- 5) Describe any limitations to your company's ability to sell to all Mohave Member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Arizona, and non-profit educational and healthcare institutions. Also, describe any differences in product availability/pricing for different types of Members.
- 6) Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (i.e. Woman owned, Hispanic owned, Native American owned, etc). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*
- 7) Include information regarding your authorization to submit a bid for the specified equipment/services and that you can provide the equipment if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the bid or if you are a manufacturer of the equipment/services in the bid.

Appendix B: Questionnaire for Bidder

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: 07-2189953

Do you collect city, county and/or other local sales tax in Arizona? Yes X No _____

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is _____% (local rate).

The sales tax rate varies by the location (i.e. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*"

Efficiency and economy can be established through reduced bidding effort for Members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of Members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 380 Member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small Member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes X No _____

If No, what efficiencies and economies would Members receive from a contract based on your bid?

3. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Continental Flooring Company	L-08	ROC 085121
Continental Flooring Company	C-08	ROC 088765

4. Address for purchase orders:

Attention of Laura Kuligowska

Street Address 9319 N. 94th Way, Ste. 1000 Mailing Address SAME AS STREET ADDRESS

City Scottsdale State AZ ZIP 85258

Fax (480) 945-2603

Email Address laurak@continentalflooring.com

5. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Our Arizona Representative will		
handle all regions under a subsequent		
Contract, including New Mexico.		

Appendix B: Questionnaire for Bidder (con't)

Place after Tab 7

6. Contacts for Mohave:

Main Mohave representative Laura Kuligowska

(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)

Title Floor Covering Consultant Email address laurak@continentalflooring.com

Phone number (480) 949-8509 Fax (480) 945-2603

Name of contact for IFB/contract Diane Conti / Kristen Rensmeyer

(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Diane – Business Development Dir. Email address dconti@continentalflooring.com

Title Kristen – Contracts Development Email address krensmeyer@continentalflooring.com

Phone number (480) 949-8509 Fax (480) 945-2603

Audit Contact Cathy Gordon Email address cgordon@continentalflooring.com

(Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Reconciliation Contact Bruce Kiger Email address bkiger@continentalflooring.com

(Shall be the main point of contact for the reconciliation report.)

Name of contact for Escalation Christopher L. Coleman

(Shall be the main point of contact when an issue needs to be escalated above the main contact for the IFB/contract. This contact shall be a different individual, than those named for the contacts listed above.)

Title President Email address ccoleman@continentalflooring.com

Phone number (480) 949-8509 Fax (480) 945-2603

Payment remittance address 9319 N. 94th Way, Suite 1000

City Scottsdale State AZ ZIP 85258

Telephone (invoice questions) (480) 949-8509 FAX (480) 945-2603

7. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?

Yes No If Yes, what is the discount for 10 days? _____ 20 days? 1%

8. What is your general website (Internet) address? www.continentalflooring.com

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and/or maintenance service offered by your firm.

Yes, the following is applicable to our offer. (If yes, please provide all the information below.)

No, the following is not applicable to our offer. (If no, please answer the first question below.)

If no, how do Members obtain warranty and/or maintenance service?

Provide the name and address of the facility that will provide warranty and/or maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

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

Provide a contact person and phone number for warranty and/or maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Mike Donoho, (800) 825-1221

Do you provide technical help via phone? Yes [X] No [] If yes, provide a phone number and contact.

Mike Donoho, (800) 825-1221

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

14

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

\$50,000.00

Describe the steps a Member should take to activate a warranty, if any. At sign off of installation, the Labor Warranty is activated and processed by Continental Flooring Company. A buyer has no need to take any action to activate a warranty.

Do you offer extended warranty and/or maintenance service plans? Yes [] No [X] If yes, provide a summary of the plans here and place any sample forms after *Supplementary Information Question 3.4 in Tab 8.*

Include pricing for extended warranty and/or maintenance service plans in your discount and price schedule. (Tab 6.)

Appendix D: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over \$100,000 include the total life cycle costs, total Member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your bid, please check and complete the applicable section below.

- Mohave has determined that Appendix D does not apply to this solicitation.
- We are exempt from ARS §41-2553 because we are not offering telecommunications systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per Member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per Member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this IFB, what is the useful life of the equipment being offered?

___ 60 months ___ 84 months ___ 120 months ___ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	\$109,000
Residual value	-0-
Total Life Cycle Costs	\$209,000 or \$29,858 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your bid the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

Appendix E: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Member and total life cycle costs. The law requires that any vendor of information systems that cost over \$100,000 include the total life cycle costs, total Member costs, and application benefits for the proposed purchase.

"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

To assist in evaluating your bid, please check and complete the applicable section below.

- We are exempt from ARS §41-2553 because we are not offering information systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per Member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per Member or contract.
- Mohave has determined that Appendix E does not apply to this solicitation.

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this IFB, what is the useful life of the equipment being offered?

___ 60 months ___ 48 months ___ 36 months ___ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100%; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	67,000
Residual value	-10,000
TOTAL LIFE CYCLE COSTS	\$157,000 or \$31,400 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your bid the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

Appendix F: A Better Understanding of Mohave

1. Mohave Educational Services Cooperative, Inc. (Mohave) is a non-profit agency established by the authority of ARS §11-952 and ARS §41-2632. Mohave began administering a cooperative purchasing program in 1986 as a school service agency. Mohave's membership includes public school districts, community colleges, city and county governments, and political subdivisions throughout Arizona. [See www.mesc.org for list of Members.]
2. Membership is established through a Cooperative Purchasing Agreement (CPA). The signed CPA serves as the contract between Mohave and the participating Member, and authorizes the Member to use Mohave's procurement contracts.
3. As a local procurement unit administering a cooperative purchasing program, Mohave follows the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules to competitively solicit and award procurement contracts.
4. When Mohave issues solicitations and awards contracts in compliance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, all Members using those contracts are deemed to be in compliance and may use the contracts as if the contracts were their own.
5. A Mohave reviewed purchase order is a legal contract between a vendor and a Member for goods and services. Members issue purchase orders for all goods and services purchased under our contracts.
6. In accordance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the buying Member is responsible for paying for goods and services received under Mohave contract. Mohave's CPA requires that the Member pay within 30 days of the date of the invoice.
7. Protection for a Mohave contractor from a Member that refuses to pay is substantial. A Member that issues a purchase order must have the funds to pay for the goods and services received from that purchase order. A non-paying Member runs the risk of losing its ability to use Mohave contracts and/or facing a variety of legal consequences that result for default on a contract.
8. Mohave has approved a procedure that allows Mohave contractors to sign multi-term contracts directly with Members, as long as the agreements are based on Member purchase orders reviewed by Mohave. This enables Members to make periodic rental and lease payments directly to the lender, not Mohave.
9. Mohave receives no direct tax funding for its operation. Instead, Mohave operates on a 1% administration fee, which is generally included in the contract price for materials and services. The administration fee paid is by the Member and is based upon the cost of the goods and services purchased by the Member.
10. Mohave is a unique organization. Mohave is a non-profit organization that follows the Uniform School Financial Records (USFR), a fund-accounting system used by Arizona schools. We have a Board of Trustees which functions much like a school board. We have independent annual audits, with the results reported to the Arizona Auditor General's office. Our contracts are governed by the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the same statutes and rules directly applicable to our Members.
11. Mohave is an active Member of the Association of School Business Officials International (ASBO), the Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), the National Institute of Governmental Purchasing (NIGP), and other regional and national professional associations.

Learn more about Mohave at www.mesc.org

Appendix G: CES Participation Information

Cooperative Educational Services (CES) is composed of all 89 public school districts, all public universities, most charter schools and two-year colleges, and several BIA in New Mexico. The CES Members have joined and become parties to the Joint Powers Agreement To Form An Educational Cooperative that does business as CES. The public agency is run by and for the public schools in New Mexico. Based in Albuquerque, CES was organized in 1979 as a direct response to the articulated needs of small and rural K-12 school districts, but has since expanded to include all public educational institutions. Like Mohave Educational Services Cooperative, Inc. of Arizona, CES issues IFB's seeking contracts for schools that meet the procurement rules of New Mexico.

The New Mexico procurement code allows CES to use an out-of-state contract awarded as a result of a competitive sealed solicitation if the process used was the same as used in New Mexico. Since Arizona and New Mexico have very similar procurement codes, CES has been able to use Mohave contracts in the past. If you are willing to sign a contract based on this IFB with CES, it will be understood that where the word Arizona is used, New Mexico will be understood, and where the name Mohave is used, CES will be understood. Where laws are quoted, similar New Mexico laws will be interpreted. In any event, Mohave suggests any vendor who opts to use this IFB to include New Mexico to offer an even bigger discount, considering the potential increase in sales using two states. If Mohave awards you and you have marked the CES box below, Mohave will forward an electronic copy of the award to CES for their evaluation. CES will award and administer any New Mexico contracts, however the contracts will only exist as long as a Mohave contract issued under this solicitation is in place.

Neither CES nor Mohave will hold the other responsible for any irregularities in either contract. Mohave neither encourages nor discourages vendors from contacting CES. If you would like to discuss the use of any contract awarded by Mohave in New Mexico, contact CES at the address below:

Cooperative Educational Services
David Chavez, Executive Director
4216 Balloon Park Rd. NE
Albuquerque, NM 87109
Phone (505) 344-5470
FAX (505) 344-9343

CES participation will not be a factor in the decision to award a Mohave contract.

If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this IFB place your initials in the box.

If you are unable to service New Mexico, please initial this box.

MOHAVE

ARIZONA COOPERATIVE PURCHASING



WWW.MESC.ORG

211 N. 7th St.
Kingman, AZ 86401
(928) 718-3222 • Fax (928) 718-3238

ADDENDUM 1 INVITATION FOR BIDS 11E-0603 CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS

This Addendum 1 is hereby made part of the contract documents and shall be included in all bids. Bidders shall acknowledge receipt of this Addendum 1 by including this page, signing and dating the following statement:

Addendum 1 acknowledged by _____

Printed name and title _____

Name of Firm _____

Date _____

Place the signed Addendum 1 after Tab 1 in your bid.

REVISION OF SUPPLEMENTARY INFORMATION QUESTION 3.11, TAB 8:

An oversight was made with regards to the requirement location listed in Supplementary Information Question 3.11. A revised copy of Supplementary Information Question 3.11 has been provided on page four of this addendum with revisions. Replace the original copy with the revised copy of the Supplementary Information Question 3.11. Place the revised copy (following the numerical order of the 3.0 section) of the Supplementary Information Question 3.11 and the requested information, after Tab 8 in your bid.

REVISION OF THE 11E CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS WORKBOOK, TITLED: "11E CARPET AND FLOORING WORKBOOK.XLS":

The original workbook, titled "11E carpet and flooring workbook.xls" has been revised with the following changes:

- Discount Summary Worksheet, General Information Summary: Addition of labor to install Member supplied products.
- A clarification added to in the Discount Summary Worksheet, Section Three, to instructions for the Manufacturer/Brand being offered, with regards to application of different discounts for product only and installed products.
- Carpet and Carpet Product, and the Additional Products Services worksheets: Revised columns to remove the installation only retail pricing column, and added individual columns for discounts and the Mohave price for product only, and installed product pricing.

The revised workbook, titled: "Addendum 1 11E carpet and flooring workbook.xls" is provided with this addendum. This workbook supersedes the original workbook and shall be included in your bid. The revised workbook is also available on our website at www.mesc.org.

Failure to provide the revised workbook may render your bid non-responsive.

ADDENDUM I
INVITATION FOR BIDS 11E-0603
CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS (CON'T)

REVISION OF 11E CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS WORKSHEET INSTRUCTIONS:

Pages 62 and 63 of the IFB, section titled: 11E Carpet, Floor Covering, and Concrete Floor Applications Workbook Details has been revised to include instructions for the worksheets in the revised workbook.

Section Three (Manufacturer's Discount and Pricing Information):

- Provide a discount schedule for the manufacturer and/or brands of products offered. (If discount for "product only" is different than "installed product," list each discount separately.)
- List manufacturer or brand in Column A.
- Column B is for the type of products that will be provided by the manufacture, i.e. Carpeting, Carpet Accessories, Cove Base, etc.
- Provide the discount off the Manufacturer's Suggested Retail Price (MSRP), or List Price in Column C. For fixed pricing, state "Fixed" in this column.
- Provide any volume discount rates, or where information regarding volume discounts may be found in Column D.
- Provide any shipping, handling, etc. rates, where these rates may be found, or if charges are included in Column E.
- Provide any additional charges for expedited shipping, handling, etc. rates, or where these rates may be found in Column F.

***Note: If any of the above discounts, charges, rates, etc. are not applicable; please place a "N/A" in the corresponding cell. For charges, rates, etc. that are included in the price; please place an "Inc." in the corresponding cell.**

Carpet/Carpet Product Pricing Worksheet

- Provide individual carpet/carpet product pricing in this worksheet. Cells are formatted to calculate the Mohave price.
- Provide the service, carpet, or product type in Column A.
- Provide the brand or manufacturer in Column B.
- Column C is for product only retail pricing.
- Column D is for installed carpet, or product retail pricing. **NOTE: Installed Price: Pricing should include materials, and installation of product, including labor to install product, freight and adhesives.**
- Column E is for the unit of measure (per each, per square yard, per linear foot, etc.) that is applied to the pricing.
- Column G is for the discount rate (cell is formatted as a percentage) that applies to product only purchases. Provide the discount applicable to the service, carpet, or product. **NOTE: Discount shall match the discounts stated in the Discount Summary.** Note that column H will automatically calculate the net Mohave price. If pricing is "Fixed" with no discounts, type the word "fixed" into Column G, and enter in the net Mohave price in Column H. The manual data entry will override the preset cell formulas.
- Column J is for the discount rate (cell is formatted as a percentage) that applies to product only purchases. Provide the discount applicable for the installed carpet, or product. **NOTE: Discount shall match the discounts stated in the Discount Summary.** Note that column K will automatically calculate the net Mohave price. If pricing is "Fixed" with no discounts, type the word "fixed" into Column G, and enter in the net Mohave price in Column H. The manual data entry will override the preset cell formulas.
- The net Mohave price shall include Mohave's 1% administration fee.

(con't)

ADDENDUM 1

INVITATION FOR BIDS 11E-0603

CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS (CON'T)

REVISION OF 11E CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS WORKSHEET INSTRUCTIONS (CON'T):

Additional Products Services Worksheet

- Provide any additional services/products pricing as needed.
- Follow the format for pricing as detailed Discount and Price Workbook Instructions.
- The net Mohave price shall include Mohave's 1% administration fee.

Additional Price Schedule Worksheet (if needed)

- Provide any additional price schedules as needed.
- Follow the format for pricing as detailed Discount and Price Workbook Instructions.
- The net Mohave price shall include Mohave's 1% administration fee.

Carpet, Floor Covering, and Concrete Floor Applications (con't)

Place after Tab 8

3.0 Supplementary Information (con't)

- 3.11 Per Scope of Work and Specification 2.2.02, provide installer FCIB certificates and/or education, training, experience, and quality control features of the contract vendor's or manufacturer's certification program after this page.

Effective December 31, 2004, the certification process through FCIB ceased operations. Throughout the history of FCIB, Continental Flooring Company was a certified Flooring Covering Installation Company. Our last certification was awarded in July 2004, and expired July 9, 2006. (Please see attached)

As a matter of standard practice, Continental Flooring Company employees and certified sub-contractors regularly participate in continuing education within the floor covering industry. Areas of education include, but are not limited to, new installation trends and product specific installation methods. When applicable, Continental Flooring Company participates in courses and certification processes provided by product manufacturers which are specific to their product line.



Floor Covering Installation Board

7439 Millwood Drive, West Bloomfield, Michigan 48322
(248) 592-FCIB Fax: (248) 661-5018

December 20, 2004

Christopher Coleman
Continental Flooring Co dba Arizona Continental Flooring
9319 N. 94th Way Ste 1000
Scottsdale AZ 85258

REF: Dissolution of Floor Covering Installation Board

Dear Christopher:

As most of you are aware, we have seen a decline in FCIB certified contractor membership over the last several years. This lack of interest in "business entity certification" is due to a number of factors including an emphasis on individual certification as well as the growth of large flooring cooperatives like StarNet and CARPET ONE. After a complete review of FCIB activities, the Trustees have reluctantly concluded that while the idea of FCIB certification is laudable, there is not sufficient interest in our industry for this type of certification to continue operations.

Therefore, the FCIB trustees have voted to shut down the FCIB including all office operations and website as of December 31, 2004. Having received the consent of FCICA, we will also terminate the Trust of FCIB and take appropriate legal action to dissolve the FCIB as of December 31, 2004. The Trust and Bylaws (as well as our attorney) generally recommend that any remaining funds after payment of FCIB debts or expenses should be given to a like entity, i.e., FCICA. Therefore, by agreement with FCICA, any remaining funds will be contributed to the FCICA to continue the support of the flooring industry.

As a FCIB certified flooring contractor, you have demonstrated your ability to be a leader in the flooring industry. Being one of the best is not easy and requires an above average commitment to excellence in all areas of business operation. So while FCIB as an entity is closing its doors, you have earned the right to display your FCIB designation until the expiration date on your most recent certification.

Thanks for your commitment to and support for FCIB over the years. I appreciate the consideration you've always shown the Trustees, and myself personally.

Sincerely,

Dave Stafford
Chairman

Certification...in pursuit of installation excellence

www.fcibcertified.com • e-mail: info@fcibcertified.com



HAVING MET ALL REQUIREMENTS,

Continential Flooring Company

IS HEREWITH OFFICIALLY DESIGNATED BY
THE FLOOR COVERING INSTALLATION BOARD AS A

CERTIFIED

FLOOR COVERING INSTALLATION COMPANY
Certification is Granted For a Period of 2 Years,
To Expire July 9, 2006


Chairman, Floor Covering Installation Board

ADDENDUM 1
INVITATION FOR BIDS 11E-0603
CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS (CON'T)

Questions regarding this Invitation to Bid should be directed to:

Michael Carter, Contract Specialist I Email contracts@mesc.org

(928) 718-3222



Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

May 05, 2011

MOHAVE

ARIZONA COOPERATIVE PURCHASING



211 N. 7th St.
Kingman, AZ 86401
(928) 718-3222 • Fax (928) 718-3238

ADDENDUM 2 INVITATION FOR BIDS 11E-0603 CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS

This Addendum 2 is hereby made part of the contract documents and shall be included in all bids. Bidders shall acknowledge receipt of this Addendum 2 by including this page, signing and dating the following statement:

Addendum 2 acknowledged by _____

Printed name and title _____

Name of Firm _____

Date _____

Place the signed Addendum 2 after Tab 1 in your bid.

REMOVAL OF SPECIFICATION 2.4.16:

Specification 2.4.16 has been removed.

REVISION OF SCOPE OF WORK AND SPECIFICATIONS AS FOLLOWS:

The original specification requesting 100% polyurethane composition appears to be too restrictive, and did not include the materials for any secondary backings. The following replaces 2.4.10:

Requirement	Comply	Deviate
2.4.10 Cushion backing and/or any secondary backing shall be 100% polyurethane, polypropylene, or polyethylene composition with a density of 18 lbs. minimum. No backing of polyvinyl chloride (PVC) will be allowed.		

The original specifications requesting Type 6.6 (6,6, 6-6) nylon fiber appears to be too restrictive. Type 6 nylon fiber will allow other types of carpeting products and manufacturers to provide Members additional solutions. The following replaces 2.4.12:

Requirement	Comply	Deviate
2.4.12 Acceptable fiber shall be bulk continuous filament Types 6, or 6.6 (6,6, 6-6) nylon. Alternate fibers shall equal or exceed the quality and features of these fibers.		

ADDENDUM 2
INVITATION FOR BIDS 11E-0603
CARPET, FLOOR COVERING, AND CONCRETE FLOOR APPLICATIONS (CON'T)

REVISION OF SCOPE OF WORK AND SPECIFICATIONS AS FOLLOWS (CON'T):

The original specifications requesting carpeting with factory-applied releasable adhesive system appears to restrict the types of products that may be offered. Carpeting without adhesive systems will allow other types of carpeting products and manufacturers to provide Members additional solutions. The following replaces 2.4.17:

Requirement	Comply	Deviate
2.4.17 Carpeting with or without factory-applied releasable adhesive system are requested. Carpeting without adhesive systems shall include the manufacturers installation instructions, and/or the recommended adhesive types or brands to apply product.		

The original specifications requesting seams to be chemically welded to result in a monolithic covering appears to not follow the industry standards in the installation process, and may void some manufacturers warranties. Installations shall follow the manufacturers recommended seam installation. The following replaces 2.5.03:

Requirement	Comply	Deviate
2.5.03 Floor covering shall be vinyl backed to serve as a 100 percent moisture barrier. The wearing surface shall be tight and dense and the edges shall not unravel or zipper. Seams shall be installed per the manufacturers recommendations to result in a monolithic covering.		

The original specifications requesting only Type 6.6 (6,6, 6-6) nylon fiber appears to be too restrictive. Type 6 nylon fiber will allow other types of carpeting products and manufacturers to offer Members additional solutions. The following replaces 2.5.08:

Requirement	Comply	Deviate
2.5.08 Acceptable fiber shall be bulk continuous filament Types 6, or 6.6 (6,6, 6-6) nylon. Alternate fibers shall equal or exceed the quality and features of these fibers.		

Questions regarding this Invitation to Bid should be directed to:

Michael Carter, Contract Specialist I Email contracts@mesc.org

(928) 718-3222



Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

May 12, 2011

ADDITIONAL PRODUCTS & SERVICES – add rows as needed:	Product/Service Brand or Manufacturer Name	Product Only Retail Price	Installed Product Retail Price	UNIT	Discount Off Product Only Price	Product Only Mohave Price (including admin fee)	Discount Off Installed Product Price	Installed Product Mohave Price (including admin fee)
Design Services-- add rows as needed:								
Logo and/or graphic design		\$ 100.00	\$ -	HR	25%	\$ 75.00	0%	
Cove Base, Transitions, Reducers, etc. -- add rows as needed:								
4" Rubber Cove Base - Standard Colors			\$ 1.66	LF			25%	\$ 1.25
4" Rubber Cove Base - Premium Colors			\$ 1.86	LF			25%	\$ 1.40
4" Rubber Cove Base Corners			\$ 2.66	LF			25%	\$ 2.00
4-1/2" Rubber Cove Base - All Colors			\$ 2.35	LF			25%	\$ 1.76
6" Rubber Cove Base - Standard Colors			\$ 2.26	LF			25%	\$ 1.70
6" Rubber Cove Base - Premium Colors			\$ 2.60	LF			25%	\$ 1.95
Carpet Base			\$ 2.96	LF			25%	\$ 2.22
Transition Strips			\$ 4.00	LF			25%	\$ 3.00
Vinyl Reducers			\$ 4.00	LF			25%	\$ 3.00
Additional services/products (specify)								
Tack Strip		\$ 43.00			25%	\$ 32.25		
Carpet Snap Down Silver Pm Metal			\$ 1.73				25%	\$ 1.30
Power Hold Seam Tape		\$ 11.60			25%	\$ 8.70		
Logo and/or graphic design		\$ 100.00		HR	25%	\$ 75.00		
Moving Furniture – add rows as needed:								
Moving of Standard Classroom Furniture			\$ 3.00	SY			25%	\$ 2.25
Moving of Standard Office Furniture			\$ 4.66	SY			25%	\$ 3.50
Moving of Heavy Furniture			\$ 8.00	SY			25%	\$ 6.00
Disassembly & Reassembly of Modular Furniture			\$ 86.67	HR			25%	\$ 65.00
Lifting of Modular Furniture			\$ 10.00	SY			25%	\$ 7.50
Equipment Rentals			\$ 46.66	HR			25%	\$ 35.00
Equipment Rentals – list equipment separately (include any temporary security fencing, storage containers, etc.) – add rows as needed:								
Removal Services – add rows as needed:								
Removal of Existing Standard Carpet/Tile			\$ 2.84	SY			25%	\$ 2.13
Removal of Existing Difficult Carpet			\$ 4.53	SY			25%	\$ 3.40
Removal of Existing Standard VCT			\$ 0.64	SF			25%	\$ 0.48

ADDITIONAL PRODUCTS & SERVICES – add rows as needed:	Product/Service Brand or Manufacturer Name	Product Only Retail Price	Installed Product Retail Price	Unit	Discount Off Product Only Price	Product Only Mohave Price (including admin fee)	Discount Off Installed Product Price	Installed Product Mohave Price (including admin fee)
Removal of Existing Difficult VCT			\$ 1.00	SF			25%	\$ 0.75
Removal of Cove Base			\$ 0.10	LF			25%	\$ 0.08
Atypical Flooring Removal (i.e. rubber back carpet)			\$ 4.53	SY			25%	\$ 3.40
Floor Preparation – add rows as needed:								
Minor Floor Preparation - Spot patching of minor floor irregularities - Not to exceed One 25 lb. bag of patch per 300 SY			\$ 0.13	SF			25%	\$ 0.10
Standard Floor Preparation - Includes such things as spot levelling OR skim coating OR other floor irregularities - Not to exceed One 25 lb. bag of patch per 100 SY			\$ 0.53	SF			25%	\$ 0.40
Difficult Floor Preparation - Levelling up to 1/16" OR spot levelling OR minor floor grinding - Not to exceed Two 25 Lb. Bags per 100 SY			\$ 1.46	SF			25%	\$ 1.10
Cementations Patch (materials and labor) 1-10 Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 100.00	BAG			25%	\$ 75.00
Cementations Patch (materials and labor) 11-40 Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 86.67	BAG			25%	\$ 65.00
Cementations Patch (materials and labor) 41+ Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 73.33	BAG			25%	\$ 55.00
Self-Leveling (materials and labor) 1-10 Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 100.00	BAG			25%	\$ 75.00
Self-Leveling (materials and labor) 11-40 Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 86.66	BAG			25%	\$ 65.00
Self-Leveling (materials and labor) 41+ Bags (adjust the quantity of bags as necessary. Quantity provided as a sample only)			\$ 86.66	BAG			25%	\$ 65.00

ADDITIONAL PRODUCTS & SERVICES -- add rows as needed:	Product/Service Brand or Manufacturer Name	Product Only Retail Price	Installed Product Retail Price	(UNIT)	Discount Off Product Only Price	Product Only Mohave Price (including admin fee)	Discount Off Installed Product Price	Installed Product Mohave Price (including admin fee)
Additional Labor -- add rows as needed:								
Upholstery, stairs, etc. (Specify)			\$ 5.00	LF			25%	\$ 3.75
Installation of Member Supplied Carpet - Direct Glue Down			\$ 5.90	SY			25%	\$ 4.43
Installation of Member Supplied Carpet - Direct Glue Down - Carpet Tile			\$ 6.35	SY			25%	\$ 4.76
Concrete Floor Polishing/Grinding/Staining -- add rows as needed								
Concrete Grinding (Diamond grinding concrete/epoxy/resin surfaces, inclusive of diamond discs, dustless vacuum and labor):								
1,000/SF or Greater - Cream Polished to 1500 Grit			\$ 3.09	SF				\$ -
Less than 1,000/SF - Cream Polished to 1500 Grit			\$ 3.09	SF			25%	\$ 2.32
1,000/SF or Greater - Fine Aggregate to 1500 Grit			\$ 4.19	SF			25%	\$ 3.14
Less than 1,000/SF - Fine Aggregate to 1500 Grit			\$ 4.19	SF			25%	\$ 3.14
1,000/SF or Greater - Med. Aggregate to 1500 Grit			\$ 5.42	SF			25%	\$ 4.07
Less than 1,000/SF - Med. Aggregate to 1500 Grit			\$ 5.42	SF			25%	\$ 4.07
1,000/SF or Greater - Lg. Aggregate to 1500 Grit			\$ 8.90	SF			25%	\$ 6.68
Less than 1,000/SF - Lg. Aggregate to 1500 Grit			\$ 8.90	SF			25%	\$ 6.68
Concrete Staining - Acid Stain			\$ 3.01	SF			25%	\$ 2.26
Coloring			\$ 1.46	SF			25%	\$ 1.10
Control Joint Filling			\$ 4.25	LF			25%	\$ 3.19
Clean & Seal			\$ 1.62	SF			25%	\$ 1.22
Epoxy Coatings - Diamond Grit - Areas Less than 500 SF			\$ 1.35	SF			21%	\$ 1.07
Epoxy Coatings - Shot Blast - Areas Less than 500 SF			\$ 1.35	SF			21%	\$ 1.07
Epoxy Coatings - Moisture Mitigation - Areas Less than 500 SF			\$ 8.10	SF			21%	\$ 6.40
Epoxy Coatings - Thin Film - Areas Less than 500 SF			\$ 6.08	SF			21%	\$ 4.80
Epoxy Coatings - Slurry Broadcast - Areas Less than 500 SF			\$ 6.75	SF			21%	\$ 5.33
Epoxy Coatings - Quartz Broadcast - Areas Less than 500 SF			\$ 8.78	SF			21%	\$ 6.94
Epoxy Coatings - Flexible Epoxy - Areas Less than 500 SF			\$ 12.15	SF			21%	\$ 9.60
Epoxy Coatings - Urethane Cement - Areas Less than 500 SF			\$ 21.60	SF			21%	\$ 17.06
Epoxy Coatings - Cove Base - Areas Less than 500 SF			\$ 11.48	LF			21%	\$ 9.07
Epoxy Coatings - Diamond Grit - Areas 500 SF and Over			\$ 0.68	SF			21%	\$ 0.54
Epoxy Coatings - Shot Blast - Areas 500 SF and Over			\$ 0.68	SF			21%	\$ 0.54
Epoxy Coatings - Moisture Mitigation - Areas 500 SF and Over			\$ 6.75	SF			21%	\$ 5.33

Product/Service	Brand or Manufacturer Name	Product Only Retail Price	Installed Product Retail Price	UNIT	Discount Off Product Only Price	Product Only Mohave Price (including admin fee)	Discount Off Installed Product Price	Installed Product Mohave Price (including admin fee)
ADDITIONAL PRODUCTS & SERVICES – add rows as needed:								
Epoxy Coatings - Thin Film - Areas 500 SF and Over			\$ 4.73	SF			21%	\$ 3.74
Epoxy Coatings - Slurry Broadcast - Areas 500 SF and Over			\$ 5.40	SF			21%	\$ 4.27
Epoxy Coatings - Quartz Broadcast - Areas 500 SF and Over			\$ 7.43	SF			21%	\$ 5.87
Epoxy Coatings - Flexible Epoxy - Areas 500 SF and Over			\$ 11.48	SF			21%	\$ 9.07
Epoxy Coatings - Urethane Cement - Areas 500 SF and Over			\$ 19.58	SF			21%	\$ 15.47
Epoxy Coatings - Cove Base - Areas 500 SF and Over			\$ 10.13	LF			21%	\$ 8.00
Concrete Polishing (concrete surfaces, inclusive of polishing discs, waxes, and sealers)								
1,000/SF or Greater - Cream Polished to 1500 Grit			\$ 3.09	SF			25%	\$ 2.32
Less than 1,000/SF - Cream Polished to 1500 Grit			\$ 3.09	SF			25%	\$ 2.32
1,000/SF or Greater - Fine Aggregate to 1500 Grit			\$ 4.19	SF			25%	\$ 3.14
Less than 1,000/SF - Fine Aggregate to 1500 Grit			\$ 4.19	SF			25%	\$ 3.14
1,000/SF or Greater - Med. Aggregate to 1500 Grit			\$ 5.42	SF			25%	\$ 4.07
Less than 1,000/SF - Med. Aggregate to 1500 Grit			\$ 5.42	SF			25%	\$ 4.07
1,000/SF or Greater - Lg. Aggregate to 1500 Grit			\$ 8.90	SF			25%	\$ 6.68
Less than 1,000/SF - Lg. Aggregate to 1500 Grit			\$ 8.90	SF			25%	\$ 6.68
Concrete Staining - Acid Stain			\$ 3.01	SF			25%	\$ 2.26
Coloring			\$ 1.46	SF			25%	\$ 1.10
Control Joint Filling			\$ 4.25	LF			25%	\$ 3.19
Clean & Seal			\$ 1.62	SF			25%	\$ 1.22
Miscellaneous – add rows as needed								
Carpet Edge Binding			\$ 1.66	LF			25%	\$ 1.25
Cost per SY to add a moisture barrier backing to carpet			\$ 5.45	SY			25%	\$ 4.09
Mobilization Charges*			\$ 500.00	JOB			25%	\$ 375.00
Dumpster / Disposal Fee			\$ 0.60	SY			25%	\$ 0.45
Per Diem (not Higher than State Rates)								
Lodging (Not Higher than State Rates)								

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

[Quotation]

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.cfc4u.com

May 30, 2014

Town of Fountain Hills
 Raymond Rees
 16705 E Avenue of the Fountains
 Fountain Hills, AZ 85268-3815

***** REVISED II *****

RE: *Community Center – Replace Worn VCT at Pima/Hopi Room, at Yavapai Room Replace VCT With New Carpet Tile*
Revised II – Moisture Issue Found – Subfloor Moisture Remediation Added to Project
MOHAVE Contract No. 11E-CFC3-0701, expires 07/01/2016 (ID=C)
MOHAVE Contract No. 09I-CVCT-0803, expires 8/3/2014 (ID=R)

Dear Mr. Rees:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Mohave Contracts listed above and indicated by ID Code C or R:

Per Mohave contract requirements, make your Purchase Order out to the Vendor (Continental Flooring Company). You will then fax a copy of your Purchase Order and this Quote to Mohave at 928-718-3232 or email orders@mescc.org. Continental Flooring Company cannot purchase any materials for this project until we receive approval from Mohave.

ID	Description	Qty	Price	Extended
C	Install Customer Provided Carpet Tiles <i>Please provide approx 22 Tiles</i>	18 SY	\$4.76 SY	\$85.68
C	Furnish & Install Shaw Peto II 20oz Carpet Tile <i>Color: To Be Determined</i>	22 SY	\$22.76 SY	\$500.72
R	Furnish Armstrong Standard Excelon VCT <i>Color: 51861 Soft Warm Gray</i>	43 Ctn	\$32.00 Ctn	\$1,376.00
R	Install VCT	1935 SF	\$0.56 SF	\$1,083.60
R	Furnish & Install 4" Rubber Cove Base <i>Color: 03 Charcoal</i>	360 LF	\$1.40 LF	\$504.00
R	Furnish & Install Transitions	48 LF	\$3.00 LF	\$144.00
R	Remove Existing VCT	2205 SF	\$0.48 SF	\$1,058.40
C	Standard Floor Preparation	2205 SF	\$0.40 SF	\$882.00
C	Epoxy Coatings - <i>Moisture Mitigation Areas 500 SF and Over</i>	2205 SF	\$5.33 SF	\$11,752.65
Sub Total				\$17,387.05
Fountain Hills Prime contracting tax rate 5.7850% Tax				\$1,005.84
Total				<u>\$18,392.89</u>

Prices listed in this quote do not include seal and wax of VCT. Seal/Wax floor is available via the Mohave Flooring Contract as a per layer priced line item. If you would like Continental Flooring Company to provide Seal/Wax for the VCT installation for this project, please provide the number of layers that you wish to have installed and a revised quote

will be created to include this item at \$.15/SF per layer. Please let me know if you would like Continental Flooring Company to handle Seal/Wax or if you will have this handled by others.

Prices listed in this quote do not include moving of any furniture.

Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists 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.*

Prices listed in this quote include insurance coverage as required by the originally bid contracts. Certificate of Insurance and Worker Compensation documentation are available by request at no additional charge. A Bond can be ordered and would add 2.5% to the quote listed above.

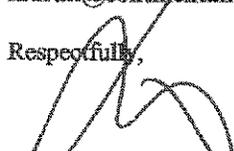
This Mohave Contract requires payment and performance bond on orders in excel of the current bidding threshold (\$50,000.00) as required in ARS§§ 34-222, 34-223, 28-6923, 41-2574, or R7-2-1112 (A, B, C, D), as applicable.

Continental Flooring does not test for asbestos or lead paint nor do we provide asbestos or lead paint abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos or lead paint exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and lead paint and will hold Continental Flooring harmless relating to asbestos and lead paint. The owner will provide related certification to continental flooring if required.

Once Mohave sends Continental Flooring Company an approved copy of your purchase order, 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 (800) 825-1221 ext. 285 or on my mobile at (602) 690-6978 or email me directly at laurak@continentalflooring.com.

Respectfully,



Layra Kuligowska

Continental Flooring Company

Celebrating over 30 years of flooring the public sector

Untitled

28 May 2014 : Town of Fountain Hills Community Center VCT REVISED II

Summary Report

Continental Flooring

Scale 1:120 (original drawing scale 1:96)

