

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DIVERSIFIED FLOORING SERVICES-PHOENIX LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Diversified Flooring Services-Phoenix LLC, an Arizona limited liability company, authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On **January 31, 2013**, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Commercial Flooring Products and Services Contract, Contract No. ADSP013-040453**, which is attached hereto as **Exhibit A**. The **Commercial Flooring Products and Services Contract** permits its cooperative use by other governmental agencies including the City. The **Commercial Flooring Products and Services Contract** is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from

the date of award, which was **January 31, 2013**, until the date the contract expires on **January 31, 2016**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **January 31, 2018**. Renewals are not automatic and shall only occur if the State gives the Contractor notice of its intent to renew. The City may renew this Agreement if the State renews its Cooperative Purchasing Agreement and the City notifies the Contractor if its intent to renew 30 days prior to the expiration of any existing contract term.

2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$200,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301  
623-930-2621

and

Diversified Flooring Services-Phoenix LLC  
c/o David J. Stanton  
7898 E. Acoma Street, Suite 107  
Scottsdale, AZ 85260  
480-967-7600

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

**“City”**

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Brenda S. Fischer, City Manager

**“Contractor”**

Diversified Flooring Services-Phoenix LLC  
an Arizona limited liability company

By:  \_\_\_\_\_  
David J. Stanton, Partner

ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

**EXHIBIT A**

State of Arizona Contract ADSP013-040453 - Commercial Flooring Products and Services





**Master Blanket Purchase Order ADSP013-040453**

**Header Information**

<b>Purchase Order Number:</b>	ADSP013-040453	<b>Release Number:</b>	0	<b>Short Description:</b>	Commercial Flooring Products and Services
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Jennifer Wenger	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2013	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/31/2013 11:38:32 AM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	No
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	jennifer.wenger@azdoa.gov				

**Master Blanket/Contract End Date (Maximum):** 01/31/2018 03:30:00 PM


**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**

**Attachments:** [PO Terms & Conditions, RFP Commercial Flooring Products and Services 11 6 12 Rev 2.doc](#), [Diversified Insurance.pdf](#), [Diversified Offer and Acceptance.pdf](#), [Attachment II Offer 2 Pricing Schedule Flooring 11.6.12~1.xlsx](#), [Offer 2 Diversified.zip](#), [Amendment 1 Flooring.jpg](#), [Diversified C of I.pdf](#), [Attachment III Material Only Pricing Schedule - Diversified Flooring, Amendment 2 Diversified Flooring, COI Diversified Flooring Exp. 11.01.15, Change Order Summary 3 - Diversified Flooring](#)

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	<u>9000010075 - DIVERSIFIED FLOORING SERVICES PHOENIX LLC</u> David Stanton 7898 E. Acoma Suite 107 Scottsdale, AZ 85260 US Email: dstanton@dfsaz.com Phone: (480)967-7600 FAX: (480)967-4700	<b>Payment Terms:</b>	Net 30	<b>Shipping Method:</b>	Best Way
		<b>Shipping Terms:</b>	F.O.B., Destination	<b>Freight Terms:</b>	Freight Prepaid



	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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## 1. PURPOSE/BACKGROUND

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

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

## 2. SCOPE OF SERVICES AND PRODUCTS


- 2.1 The contractor shall be responsible for replacement of, but not limited to, carpets, floor tile, VCT/LVT, sheet vinyl, stone tile, hardwood, laminated flooring, linoleum, rubber stair treads and/or other materials as required.
- 2.2 The contractor shall be available to schedule a time to inspect and measure the property to prepare a reasonable estimate for time and materials at Statewide locations. See installation notes Section M.
- 2.3 Pricing shall be based on contractors established contract price and the quotes shall be all inclusive of all materials, labor, installation, transportation and configuration to accomplish the job(s).

## 3. PRODUCT REQUIREMENTS

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

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

- Broadloom Carpets
- Berber Carpets
- Cut Pile
- Recycled Content Carpet
- Woven Carpet
- Saxony/Sisal/Plush Carpets
- Carpet Tile
- Hardwood Flooring
- Resilient (hard surface) tile
- VCT/LVT

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- Solid vinyl sheets
- Stone tiles
- Laminated Flooring
- Rubber Floor Flooring
- Linoleum Floor Covering
- Rubber/Vinyl/resilient Wall Base, Stair Treads, and Risers
- Cove Base/Corners, carpet strips

#### 4. SCHEDULING REQUIREMENTS

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

#### 5. STAFFING REQUIREMENTS

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

#### 6. ENVIRONMENTAL AND RECYCLING REQUIREMENTS

- 6.1 As part of the Arizona Recycling Program, the State puts an emphasis on the post consumer content of the recycled products that are part of solicitations for Statewide Contracts. The EPA definition of post consumer material shall be used in the designating products for this purpose. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products Certification Program. The carpet distributor and manufacturer must have a carpet recycling program.



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6.2 Submit written certification of environmental compliance describing aspects of recycling programs for carpet uplifted for replacement and for carpet to be installed, including compliance by the carpet manufacturer and carpet trade contractor. An applicable representative from the carpet manufacturer/flooring subcontractor shall meet with the contractor in the presence of a representative of the agency to review the recommended procedures, prior to occupancy of the finished spaces and detail what products are eligible for 'buy back", how coordination of pick up will occur, etc.

6.3 When the installation is complete, the manufacturer shall deliver a certificate of recycling, which describes the method by which the uplifted carpet was recycled; and (2) a warranty of recycling, which specifies the method by which the new carpet tile will be recycled at the end of its useful life.

6.4 No carpet shipments are permitted until the fiber certifications and recycling plans are approved by the agency.

6.5 Indoor Air Quality Test Reports results shall not exceed the stated emission criteria of the CRI Indoor Air Quality Carpet Testing Green Label Plus.

6.6 In accordance with an executive order titled Air Pollution Emergency Proclamation, the State requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

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

## 7. MAINTENANCE PROGRAM

7.1 Maintenance requirements shall be provided to the Eligible Agencies to ensure the durability and longevity of flooring systems from initial purchase through the end-of-life. This shall include specifications and instructions for the Eligible Agency as well as written documentation and/or schedules for maintenance to ensure the integrity of the flooring for reasonable use as specified by the manufacturer.

7.2 Examples include but are not limited to noting in detail the features and benefits of topical or applied stain resistant additives. In addition provide proof of additives life. i.e., permanent, walk off, wicked when cleaning, etc. i.e. Duracolor, Everset, Protekt, Stain RESIST as illustrative type products.

## 8. CARPET CONSTRUCTION

8.1 Calcium Chloride Moisture tests and Relative Humidity 95, where applicable, are required before ordering/installation begins. All manufacturers' suggested installation methods are to be precisely followed. All warranties are to be kept in force. It is the responsibility of the contractor to perform these moisture tests according to the manufacturer's instruction and in a timely manner so the product can be installed efficiently and under warranty.



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8.2 Pile height shall not exceed as follows;

### CARPET TILE

Type 6, 6.160

Type 6. .130

### BROADLOOM

Type 6, 6 .160

Type 6 .130

8.3 Lifetime edge ravel, zippering and delamination are required on all products. Backing shall not delaminate under any circumstance for the useful life of the carpet.

8.4 Preferred Nylon is Type 6,6 Invista (Antron) Hollow Core Filament or Solutia Ultron VIP (SD or YD); XTI, DSDNand Self-extruded Nylon Type 6 meeting the standards as outlined in the specifications section for each fiber type and style will be considered. Nylon should be solution or yarn dyed with a preference for solution dyed.

8.5 Fiber Verification:

Carpet shall be certificated from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the % recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used, the manufacturer shall include, as part of the fiber certification, the precise method that will be used to recapture the nylon at the end of the useful life of the carpet. State whether it will be returned to nylon carpet yarn production, down-cycled to an end use other than carpet yarn, used for waste-to-energy conservation, or disposed of in a specified manner.

8.6 Minimum Density as follows:

### CARPET TILE

Type 6 6000

Type 6, 6 5000

### BROADLOOM

Type 6 6500

Type 6, 6 5500


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

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

Minimum Weight for Broadloom 20 oz (no maximum)

Minimum Weight for Carpet Tile 20 oz ( no maximum)



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9. PATTERN/DESIGN

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

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

10. REPAIR

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

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

11. WARRANTY

All carpet shall include the following warranties:

- 11.1 Surface Wear: Not more than 10 percent by weight throughout life of product.
- 11.2 Static: Maintain static generation at less than 3.5 KV at 70 degrees F., and 20 percent R.H. throughout life of the product.
- 11.3 No delamination throughout life of product.
- 11.4 No edge ravels throughout life of product.
- 11.5 Provide tuft bind consistent with industry standard.
- 11.6 No dimensional instability (i.e. shrinkage, curling and doming), which adversely affects ability of carpet tile to lie flat throughout the life of the product.
- 11.7 Environmental Warranty for Recycling: Used carpet tile will be recycled at end of its useful life.
- 11.8 Lifetime Commercial Limited Warranty: Warranty that owner will be completely satisfied with performance of carpet installed in accordance with manufacturer's installation instructions and when maintained in accordance with current carpet care recommendations, and when such maintenance continues throughout duration of warranty period when owned and operated by original Owner. [Also warrant that Owner will be satisfied with recycling of carpet at end of its useful life as outlined in manufacturer's environmental warranty.]



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

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

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

### 12. CARPET PERFORMANCE

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

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

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

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

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

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


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

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

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

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



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

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

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

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

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


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

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

### 13. INSTALLATION REQUIREMENTS

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

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

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

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

13.3.2 A coordinator shall be assigned to the project and be able to visit the site as required by the eligible agency. The coordinator shall be available by phone during working hours and after hours if deemed necessary. The contractor shall submit a time frame for completion of each project to the eligible agency for approval and notify the eligible agency of any changes to the time frame.

13.4 All flooring installation shall be in accordance with the manufacturer instructions, using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor shall carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of product. Any and all carpet tile projects must be installed so that the tiles are easily removed/replaced. The least amount of releasable adhesive should be used, while still enforcing the warranty. If conditions exist that full spread wet installed adhesive be used, it is the responsibility of the flooring contractor to advise the representative of the Agency BEFORE installation begins. It is the responsibility of the flooring contractor to educate craftsmen and plan accordingly for provisions of dry installations.

13.5 All scraps will be removed upon the completion of each project. The carpet is to be vacuumed thoroughly. Refer also to the Recycling/Environment Section.

13.6 Carpet in excess of one square yard and overages, (left over from installation), stock, etc. must be tagged with building, room number amount of yardage and fiber type. Contractor is to take the carpet to a location designated by the eligible agency. Pre-ordered stock must be delivered to the agency before project installation.

13.7 Contractor should perform a walk-through with the department contact upon project completion to correct any punch items.

13.8 The contractor should be on call after hours and be available for carpet installation evenings, early mornings and weekends, as required. Contractor must be able to meet tight schedules and handle emergency installations. The lead installer should be available by cell phone.

13.9 Carpet repairs must be done by a fully equipped installer within 72 hours from receipt of work order for repair. All repairs are to be coordinated with the agency contact.

13.10 Contractor shall be responsible for any damage as a result of carpet installation. This includes items such as furniture, fixtures, pipelines, plumbing, electrical, elevators, telephones, glue spillage, broken glass, wall/drywall, paint, personal property and any other damage or stolen property of The State of Arizona. Any damages should be reported daily to the eligible agency.

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- 13.11 Contractor shall furnish all labor, materials, tools, equipment, transportation and any storage facility necessary to properly and satisfactorily install carpeting/floor covering per the Agency requirements. The State assumes no liability for any lost or stolen goods.
- 13.12 Installation non-performance and/or poor performance could result in termination of this contract.
- 13.13 Contractor is responsible for the proper disposal of all old carpeting and flooring materials. Contractor should properly store, secure and dispose of any flammable or hazardous materials used on the job. See recycling section.
- 13.14 In most cases, our preference is for "provide and install" services from the contractor. When circumstances necessitate a split in these services it is incumbent upon whoever provides the floor covering material to also supply the specified adhesives and/or products necessary to maintain the integrity of the installation and the warranty.



# Special Terms and Conditions

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## 1. DEFINITIONS

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

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

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

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

"Buyer" means procurement officer.

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

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

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

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

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

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

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

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

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

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

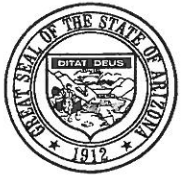
"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

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

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

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

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

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

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

"Short Description" means the contract' title.

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

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

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

"Vendor" means contractor.



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## 2 CONTRACT

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.
- 2.2 The State's primary contact for this solicitation and resultant contracts shall be listed in the contract header information found in the State's eProcurement System, ProcureAZ.
- 2.3. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

## 3 ELIGIBLE AGENCIES

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

## 4 CONTRACT TYPE

The contract shall be Firm Fixed Pricing.

## 5 TERM OF THE CONTRACT

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

## 6 CONTRACT RENEWAL

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

## 7 ESTIMATED QUANTITIES (CONSIDERABLE)

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





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## 8 ADMINISTRATIVE FEE

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

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

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

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

## 9 VOLUME SALES REPORT

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

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



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## 10 NON-EXCLUSIVE CONTRACT

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

## 11 LICENSES

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

## 12 DEFECTIVE PRODUCTS

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

## 13 ORDERING

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

## 14 DELIVERY

14.1 All products shall be shipped and packaged in accordance with standard, commercially acceptable methods and shipped in a manner which will enable the receiving person(s) to easily inspect the shipment against the packing slip. All orders shall be delivered to the Agency within four (4) to six (6) weeks after receipt of order (ARO) unless otherwise negotiated. Upon request, the Contractor shall provide written confirmation of negotiated alternate delivery date. Also upon request, Contractor shall provide written, dated confirmation that materials have been ordered from the manufacturer. The ordering Agency shall not be required to accept late deliveries and will make the final determination of whether or not to accept late deliveries. Failure to deliver by the date and time agreed upon may be grounds for cancellation of the order.

14.2 The Contractor shall have the ability to offer expedited or "rush" delivery and installation upon request of the Authorized User. Expedited or "rush" delivery and installation is considered between two (2) and three (3) weeks ARO. Costs associated with expedited or "rush" delivery and installation must be negotiated with the ordering Agency prior to order. However, expedited or "rush" deliveries and installations caused by an error or delay on the part of the Contractor shall be at no additional cost to the ordering Agency.

## 15 RETURNS

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





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## 16 SHIPMENTS, DUPLICATES AND OVER-SHIPMENTS

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

## 17 SUBCONTRACTORS

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

## 18 BILLING

18.1 All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and show pricing and terms and conditions of the Contract. All invoices shall be itemized and contain the following information, at a minimum:

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

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

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

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

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

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



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

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

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

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

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

## 20. PRICE INCREASES

19.1 The State may review a fully documented request for a price increase only at the time of contract extension. With the request, the Contractor shall provide a signed notification letter on company letterhead detailing the effective date of the increase, the amount of the increase, and any information necessary to understand and fully implement the price change. All written requests for price adjustments made by the contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date.

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

19.3 All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, shall be effective upon the effective date of the contract extension.

## 21 PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The State may always accept lower pricing. Additionally, the contractor shall offer the state a price reduction on



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the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. Price reductions shall include the following:

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

## 22 SALES PROMOTIONS

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

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

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

## 23 PRODUCT DISCONTINUANCE

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

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

## 24 NEW PRODUCTS

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

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product. NO OTHER PRODUCTS WILL BE ALLOWED.



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- That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percents %) form list price as existing products.

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

## 25 WARRANTY

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

## 26 CONTRABAND

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

### 26.1 DEFINITION – A.R.S. § 13-2501

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

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

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



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## 27 PROTECTION OF FACILITIES AND GROUNDS

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

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

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

## 27 MATERIAL SAFETY DATA SHEETS (MSDS)

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

## 28 RISK AND LIABILITY

### 28.1 INDEMNIFICATION:

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

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





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## 28.2 INSURANCE REQUIREMENTS:

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

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

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

### 1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.



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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. Policy shall contain a severability of interests provision.

### 3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Administration, State Procurement Office, 100 N. 15<sup>th</sup> Ave., Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.



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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Arizona Department of Administration, State Procurement Office, 100 N. 15<sup>th</sup> Ave., Suite 201, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.





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## UNIFORM TERMS AND CONDITIONS – VERSION 8

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

### 2. Contract Interpretation

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



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- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.



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

## 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.



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## 4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

## 5. **Contract Changes**

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. **Risk and Liability**

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.





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## 6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

## 6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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



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

## 7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.



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## 8.2. Stop Work Order.

- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

## 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

## 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

## 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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## 9.5. Termination for Default.

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.





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## 1 DEFINITIONS

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

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

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

"Amendments" means solicitation amendments.

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

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

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

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

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

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

"Bid Solicitation" means solicitation.

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

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

"Buyer" means procurement officer.

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

"Description" means the solicitation's title.

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

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

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

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

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

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



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"Pre Bid Conference" means pre-offer conference.

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

"Quote" means offer.

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

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

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

"Purchaser" means procurement officer.

## 2 PRE-OFFER CONFERENCE

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

## 3 INQUIRIES

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

## 4 OFFER PREPARATION

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

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically on ProcureAZ. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.

- 4.2 Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.



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4.3 Offer Forms. Offer shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to submit all forms below according to the Offer Form Instructions may result in the submitted proposal being determined to be non-responsive.

- Signed Offer and Acceptance Form
- Completed Attachment I or separate narrative prepared by Offeror – Questionnaire located on Page 44 of RFP.
- Completed Attachment II – Pricing Instructions document located in attachment tab of ProcureAZ
- Completed Attachment – Key Personnel document located in attachment tab of ProcureAZ
- Completed Attachment – Subcontractors document located in attachment tab of ProcureAZ
- Completed Attachment – Organizational Profile document in attachment tab of ProcureAZ

#### 4.4 Pricing Submission

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

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



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### 5 SUBMISSION OF OFFER

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

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

### 6 EVALUATION

- 6.1 In accordance with the Arizona Procurement code § 41-2534, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- Method of Approach and Capacity of Offeror
  - Cost
  - Conformance to all Terms, Conditions and Instructions
- 6.2 Opening. Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 6.3 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.



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- 6.4 Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 6.5 Responsibility, Responsiveness and Acceptability. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 6.6 Financial Stability. The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.
- 6.7 Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

## 7 AWARD

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





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## UNIFORM INSTRUCTIONS TO OFFERORS - VER 3-7-2011

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

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

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

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

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

"Days" means calendar days unless otherwise specified.

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

"Offer" means bid, proposal or quotation.

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

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

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

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

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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

### 2. Inquiries

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

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

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

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

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

2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.





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

### 3. Offer Preparation

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



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requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials.  
This submission is mandatory under 26 U.S.C. § 6041A.

- 3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
  - 3.12.2 Uniform Terms and Conditions;
  - 3.12.3 Statement or Scope of Work;
  - 3.12.4 Specifications;
  - 3.12.5 Attachments;
  - 3.12.6 Exhibits;
  - 3.12.7 Special Instructions to Offerors;
  - 3.12.8 Uniform Instructions to Offerors; and
  - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 3.15. Offshore Performance of Work Prohibited  
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

## 4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.



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

## 5. Evaluation

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

## 6. Award

- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.



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- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

## 7. Protests

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

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

## 8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**EXHIBIT B**

Diversified Flooring Services-Phoenix – Pricing Sheets

## ATTACHMENT II: PRICING SCHEDULE

RFP ADSP013-00002054, Commercial Flooring Products and Services

Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, price shall represent the proposer's cost and markup. The "cost" is defined as the invoice cost to the Contractor and includes all invoice discounts taken by the Contractor from the supplier. Note: The Offeror may add any additional products they wish make available under an awarded contract. Any additional products offered above and beyond those listed below shall fall within the general scope of this solicitation in order to be considered.

Offeror Name: Diversified Flooring Services - Phoenix LLC

FLOORING PRODUCTS			
Enter price in appropriate column based on unit of measure (i.e. LF, SF, Unit, Each).			
Manufacturer Name	Style	Price Per	Price Per UOM
		UOM	(LF, SF, EA)
Generic or Brand	Rubber Cove Base	\$0.75	LF
Generic or Brand	Transition Strips	\$1.00	LF
Generic or Brand	Rubber/Vinyl Covers & Coners	\$2.00	EA
Roppe or equivalent	Cove base 2.5"	\$0.75	LF
Roppe or equivalent	Cove base 4"	\$0.75	LF
Roppe or equivalent	Cove base 6"	\$1.10	LF
Shaw or equivalent	Broadloom Adhesive N1000	\$35.00	EA
Shaw or equivalent	Pressure Sensitive Adhesive, Carpet Tile N5100	\$85.00	EA
Shaw or equivalent	Adhesive, carpet tiles High Moisture slabs Lockdots	\$110.00	EA
Shaw or equivalent	Premium Adhesive for Resilient, S150	\$45.00	EA
Shaw or equivalent	Premium Resilient Adhesive, N4100	\$165.00	EA
Generic or Brand	Carpet Pad	\$4.50	SY
Generic or Brand	Patch Cement	\$25.00	EA
ADDITIONAL FLOORING PRODUCTS			
Manufacturer Name	Description	Price Per	Price Per UOM
		UOM	(LF, SF, EA)
Pricing for the products below include installation, freight, and related items per section 4.4 and Q&A section			
Bolyu Commercial Carpets	Style: Rush/Drift - Modular Tile	\$28.75	SY
Bolyu Commercial Carpets	Style: Fusion/Matrix - Modular Tile	\$25.25	SY
Bolyu Commercial Carpets	Style: Urban Windows - Modular Tile	\$29.50	SY
Bolyu Commercial Carpets	Style: Mixed Media/Street Art - Modular Tile	\$24.75	SY
Bolyu Commercial Carpets	Style: Tempe - Modular Tile	\$25.75	SY
Bolyu Commercial Carpets	Style: Brushworks - Modular Tile	\$25.90	SY
Bolyu Commercial Carpets	Style: Access - Modular Tile	\$34.50	SY
Patcraft Commercial Carpe	Style: Homeroom II 26 oz - Broadloom	\$13.75	SY
Patcraft Commercial Carpe	Style: Splash - Broadloom	\$14.80	SY
Patcraft Commercial Carpe	Style: Big Splash - Broadloom	\$14.80	SY
Patcraft Commercial Carpe	Style: Color Your World - Broadloom	\$15.75	SY
Patcraft Commercial Carpe	Style: Splash - Modular Tile	\$24.25	SY
Patcraft Commercial Carpe	Style: Big Splash - Modular Tile	\$24.25	SY
Patcraft Commercial Carpe	Style: Color Your World - Carpet Tile	\$23.75	SY
Interface Commercial Carp	Style: Entropy - Modular Tile	\$28.90	SY
Interface Commercial Carp	Style: Cubic - Modular Tile	\$22.50	SY
Interface Commercial Carp	Style: Entry Level - Modular Tile	\$35.75	SY
Interface Commercial Carp	Style: Form and Function - Modular Tile	\$23.60	SY
Interface Commercial Carp	Style: Classroom - Modular Tile	\$25.85	SY
Interface Commercial Carp	Style: 1000 Series- Modular Tile	\$24.80	SY
Interface Commercial Carp	Style: 2000 Series- Modular Tile	\$27.80	SY
Mohawk/Bigelow Commer	Style: Stati Tuft III Cushion Back - Modular Tile	\$34.25	SY
Mohawk Commercial Carpe	Style: Spring Break (Work It) - Modular Tile	\$23.50	SY
Mohawk Commercial Carpe	Style: Advanced Geometry (Class Act) - Modular Tile	\$24.50	SY
Lees Commercial Carpet	Style: Faculty IV - Modular Carpet	\$31.50	SY
Shaw Broadloom Carpet	Style: Enity Teklok - Broadloom	\$17.40	SY
Shaw Broadloom Carpet	Style: Expose Teklok - Broadloom	\$16.90	SY
Shaw Broadloom Carpet	Style: Momentum IV 28 oz Unitary - Broadloom	\$13.00	SY
Shaw Broadloom Carpet	Style: Associate - Broadloom	\$14.50	SY
Shaw Broadloom Carpet	Style: Amplify - Broadloom	\$20.75	SY
Shaw Broadloom Carpet	Style: Illuminate - Broadloom	\$20.75	SY
Shaw Broadloom Carpet	Style: Mainframe - Broadloom	\$22.30	SY
Shaw Carpet Tiles	Style: Bright Works Collection - Modular Tile	\$22.90	SY
Shaw Carpet Tiles	Style: Homage Collection - Modular Tile	\$31.00	SY
Shaw Carpet Tiles	Style: Charisma - Modular Tile	\$28.20	SY
Shaw Carpet Tiles	Style: Clearview Collection - Modular Tile	\$22.80	SY
Shaw Carpet Tiles	Style: Gradient - Modular Tile	\$26.75	SY
Shaw Carpet Tiles	Style: Shadows Collection - Modular Tile	\$29.80	SY
Shaw Carpet Tiles	Style: Montage Collection - Modular Tile	\$35.25	SY
Shaw Carpet Tiles	Style: Repartee - Modular Tile	\$25.50	SY
Shaw Carpet Tiles	Style: Sequence Collection - Modular Tile	\$30.40	SY
Mannington Carpet Tiles	Style: The Connected Collection - Modular Tile	\$33.65	SY
Mannington Carpet Tiles	Style: Baracoa II - Modular Tile	\$30.25	SY
Mannington Carpet Tiles	Style: Centerfield III 20 oz - Modular Tile	\$25.10	SY
Mannington Carpet Tiles	Style: Tx Collection - Modular Tile	\$35.95	SY
Mannington Carpet Tiles	Style: Cavara Collection - Modular Tile	\$27.40	SY
Mannington Carpet Tiles	Style Carthage IV 20 oz. - Modular Tile	\$25.70	SY
Mannington Carpet Tiles	Style: Tx II Collection - Modular Tile	\$28.80	SY
Mannington Carpet Tiles	Style: Renaissance Collection - Modular Tile	\$24.50	SY
Mannington Carpet Tiles	Style: Miami Collection - Modular Tile	\$32.75	SY
Mannington Carpet Tiles	Style: Equinox Collection - Modular Tile	\$34.60	SY
Mannington Carpet Tiles	Style: Well Written Collection - Modular Tile	\$35.10	SY
Mannington Carpet Tiles	Style: In Theory Collection - Modular Tile	\$25.25	SY



Mannington Carpet Tiles	Style: Great Expectations Collection - Modular Tile	\$30.10	SY
Mannington Carpet Tiles	Style: Subtlety Collection - Modular Tile	\$23.40	SY
Mannington Carpet Tiles	Style: All Star Collection - Modular Tile	\$28.95	SY
Mannington Carpet Tiles	Style: Lhasa Collection - Modular Tile	\$30.90	SY
Mannington Carpet Tiles	Style: Good Form Collection - Modular Tile	\$24.50	SY
Mannington Carpet Tiles	Style: The Solutions Collection - Modular Tile	\$29.75	SY
Mannington Carpet Tiles	Style: Stringworks II - Modular Tile	\$23.20	SY
Mannington Carpet Tiles	Style: The Committee Collection - Modular Tile	\$25.60	SY
Mannington Carpet Tiles	Style: The Amalfi Collection - Modular Tile	\$42.80	SY
Mannington Carpet Tiles	Style: Variations II - Modular Tile	\$31.25	SY
Mannington Carpet Tiles	Style: Outlook Collection - Modular Tile	\$31.10	SY
Mannington Carpet Tiles	Style: Everywhere Plus 22 oz - Modular Tile	\$26.30	SY
Mannington Carpet Tiles	Style: Everywhere Plus 26 oz - Modular Tile	\$29.20	SY
Mannington Carpet Tiles	Style: Cartography Collection - Modular Tile	\$29.90	SY
Mannington Carpet Tiles	Style: Belvedere IV - Modular Tile	\$39.40	SY
Mannington Carpet Tiles	Style: The Palma Collection - Modular Tile	\$30.40	SY
Mannington Carpet Tiles	Style: Venue 20 - Modular Tile	\$30.70	SY
Mannington Carpet Tiles	Style: The Runway Collection - Modular Tile	\$38.70	SY
Mannington Carpet Tiles	Style: Stream of Consciousness Collection -Modular Tile	\$34.90	SY
Mannington Carpet Tiles	Style: The Liasion Collection Walk Off Tiles - Modular Tile	\$49.80	SY
Mannington Broadloom Ca	Style: Carthage IV 20 Oz - Broadloom	\$19.80	SY
Mannington Broadloom Ca	Style: Tx Collection - Broadloom	\$30.20	SY
Mannington Broadloom Ca	Style: Tx II Collection - Broadloom	\$22.90	SY
Mannington Broadloom Ca	Style: Classics Collection - Broadloom	\$34.75	SY
Mannington Broadloom Ca	Style: IL Palio Collection - Broadloom	\$24.90	SY
Mannington Broadloom Ca	Style: The Miami Collection - Broadloom	\$24.70	SY
Mannington Broadloom Ca	Style: Everywhere 22 oz Collection Ultraloc Backing - Broadloom	\$21.25	SY
Mannington Broadloom Ca	Style: Everywhere 22 Oz Collection Integra HP Backing - Broadloom	\$23.40	SY
Mannington Broadloom Ca	Style: Light Grid - Broadloom	\$25.40	SY
Mannington Broadloom Ca	Style: The Palma Collection - Broadloom	\$22.80	SY
Mannington Broadloom Ca	Style: Boardroom/Executive Suite/Front Office - Broadloom	\$28.36	SY
Mannington Broadloom Ca	Style: Variations III -Broadloom	\$22.50	SY
Mannington Broadloom Ca	Style: The Committee Collection - Broadloom	\$19.30	SY
Mannington Broadloom Ca	Style: Venue 20 - Broadloom	\$23.80	SY
Mannington Broadloom Ca	Style: The Amalfi Collection - Broadloom	\$35.70	SY
Mannington Broadloom Ca	Style: The Runway Collection - Broadloom	\$29.60	SY
Mannington Broadloom Ca	Style: The Solutions Collection - Broadloom	\$24.10	SY
Mannington Broadloom Ca	Style: The All Star Collection - Broadloom	\$21.90	SY
Mannington Broadloom Ca	Style: Stream of Consciousness Collection - Broadloom	\$26.80	SY
Mannington Broadloom Ca	Style: Baracoa II - Broadloom	\$23.40	SY
Mannington Broadloom Ca	Style: Belvedere V 36 oz - Broadloom	\$25.10	SY
Mannington Broadloom Ca	Style: The Outlook Collection - Broadloom	\$22.50	SY
Mannington Broadloom Ca	Style: Centerfield III 20 oz Ultraback - Broadloom	\$17.00	SY
Mannington Broadloom Ca	Style: Closeknit II - Broadloom	\$22.90	SY
Mannington Broadloom Ca	Style: Innuendo - Broadloom	\$17.30	SY
Mannington Resilient Items	Style:Progression VCT	\$1.45	SF
Mannington Resilient Items	Style: Safewalks Slip Retardant Tile	\$2.50	SF
Mannington Resilient Items	Style: Brushworks/Solid Point PVT	\$2.15	SF
Mannington Resilient Items	Style: Gym Kit - Game Lines	\$2.25	SF
Mannington Resilient Items	Style: Natures Path Select Tile - LVT	\$5.65	SF
Mannington Resilient Items	Style: Natures Path Select Plank - LVT	\$5.65	SF
Mannington Resilient Items	Style: Rain and Dissolve - LVT	\$4.50	SF
Mannington Resilient Items	Style:Natures Path Lock Solid - LVT	\$4.50	SF
Mannington Resilient Items	Style: Spacia First 12 MIL - LVY	\$3.50	SF
Mannington Resilient Items	Style: Spacia 20 MIL - LVT	\$4.40	SF
Mannington Resilient Items	Style: Amtico 40 MIL - LVT	\$6.20	SF
Mannington Resilient Items	Style: Biospec MD - Sheet Vinyl	\$41.30	SY
Mannington Resilient Items	Style: Realities 6' and 12' Wide - Sheet Vinyl	\$45.25	SY
Mannington Resilient Items	Style: Primus 6' and 12' Wide - Sheet Vinyl	\$45.25	SY
Mannington Resilient Items	Style: Vivendi Collection 6' and 12' Wide - Sheet Vinyl	\$46.90	SY
Mannington Resilient Items	Style: Lifelines II 6' Wide - Sheet Vinyl	\$43.80	SY
Mannington Resilient Items	Style: Assurance II: Slip Restardent - Sheet Vinyl	\$49.10	SY
Mannington Resilient Items	Style: Insight Plus 12' Wide - Sheet Vinyl	\$34.10	SY
Mannington Resilient Items	Style Magna Multifec - Sheet Vinyl	\$26.80	SY
Mannington Resilient Items	Style: Relay RE (Recycled Content) - Sheet Vinyl	\$44.90	SY
Mannington Resilient Items	Style: Fine Fields - Sheet Vinyl	\$38.60	SY
Mannington Rubber Tile	Style: Colorsape	\$8.40	SF
Mannington Rubber Tile	Style: Colorspec	\$9.25	SF
Mannington Rubber Tile	Style: Audio Spectra 12" x 24" Tiles	\$10.25	SF
Mannington Rubber Treads	Style: Stair Treads - One Piece Tread and Riser Combo	\$21.80	SF
Mannington Sport Floor	Style: Reset Interlocking	\$7.30	SF
Mannington Sport Floor	Style: Reset Rolled	\$5.60	SF
Mannington Sport Floor	Style: Spike/Skate Proof Enforcer Sculptured	\$11.75	SF
Mannington Premium Base	Style: Optimum Edge 4" wt	\$2.00	LF
Mannington Premium Base	Style: Premium Edge 4" wt	\$1.75	LF
Mannington Premium Base	Style: Edge Effects Sculptered Base	\$4.75	LF
Mannington Wood	Style: Earthly Elements 12" x 12" and 12" x 24"	\$9.70	SF
Mannington Wood	Style: American Hardwoods Collection	\$7.80	SF
Mannington Porcelain Tile	Style: Antiquity 12" x 12" and 18" x 18" Tiles	\$9.30	SF
Mannington Porcelain Tile	Style: Cairo 12" x 12", 12" x 24" and 18" x 18" Tiles	\$10.60	SF
Mannington Porcelain Tile	Style: Patchwork12" x 12" and 18" x 18" Tiles	\$9.60	SF
Mannington Porcelain Tile	Style: Serengeti Slate 12" x 12", 12"x 24" and 18" x 18" Tiles	\$9.80	SF
Mannington Porcelain Tile	Style: Metro 12" x 12" and 18" x 18" Tiles	\$7.80	SF
Mannington Porcelain Tile	Style: Garda 12" x 12" and 18" x 18" Tiles	\$8.20	SF
Philadelphia Carpets	Style: Off The Cuff Collection - Modular Tile	\$22.50	SY
Philadelphia Carpets	Style: Open Spaces Collection - Modular Tile	\$26.00	SY
Philadelphia Carpets	Style: Awestruck Collection - Modular Tile	\$23.90	SY
Philadelphia Carpets	Style: Free Style Collection - Modular Tile	\$23.70	SY
Philadelphia Carpets	Style: Interference Collection - Modular Tile	\$23.90	SY
Philadelphia Carpets	Style: Color Craze - Modular Tile	\$25.30	SY
Philadelphia Carpets	Style: No Limits - Modular Tile	\$26.90	SY
Philadelphia Carpets	Style: Swizzle - Modular Tile	\$24.80	SY
Philadelphia Carpets	Style: Step On It Walk off Mat - Modular Tile	\$39.00	SY
Philadelphia Carpets	Style: Succession Walk Of Mat - Modular Tile	\$31.00	SY

Philadelphia Carpets	Style: Full Court 12' and 15' Wide - Residential	\$15.80	SY	
Philadelphia Carpets	Style: Dyerburg 12' and 15' Wide Residential	\$16.10	SY	
Tandus/C&A Carpets	Style: Applause III - Modular Tile	\$29.50	SY	
Tandus/C&A Carpets	Style: All Star - Modular Tile	\$30.00	SY	
Tandus/C&A Carpets	Style: Change - Modular Tile	\$30.00	SY	
Tandus/C&A Carpets	Style: Colored Pencil - Modular Tile	\$30.75	SY	
Tandus/C&A Carpets	Style: Field Day - Modular Tile	\$27.10	SY	
Tandus/C&A Carpets	Style: Landform Colours - Modular Tile	\$30.75	SY	
Merofiro Resilient Products	Style: Kenetico Floating Vinyl Commercial Plank	\$5.10	SF	
Merofiro Resilient Products	Style: Engage Floating Vinyl Commercial Plank	\$5.50	SF	
Merofiro Resilient Products	Style: Solid Vinyl Plank 12 mil Ceramic Bead Wear Layer	\$3.05	SF	
Merofiro Resilient Products	Style: Solid Vinyl Plank 20 mil Ceramic Bead Wear Layer	\$3.80	SF	
Merofiro Resilient Products	Style: Solid Vinyl Tile 12 mil Ceramic Bead Wear Layer	\$3.65	SF	
Merofiro Resilient Products	Style: Solid Vinyl Tile 20 mil Ceramic Bead Wear Layer	\$4.65	SF	
Armstrong Products	Style: Striations 24" x 24" BioBased Tile	\$2.75	SF	
Armstrong Products	Style: Raffia 24" x 24" Vinyl Composition Tile	\$2.55	SF	
Armstrong Products	Style: Chroaspin Vinyl Composition Tile	\$2.25	SF	
Armstrong Products	Style: Rejuvenations Hetrogenous Commercial Sheet Vinyl	\$44.25	SY	
Armstrong Products	Style: Med Tech/Tone Homogenous Commercial Sheet Vinyl	\$39.80	SY	
Armstrong Products	Style: Connection Corlon Inlaid Commercial Sheet Vinyl	\$24.40	SY	
Triwest Commercial Products	Style: Gemwoods Laminate Collection	\$5.70	SF	
VPI Commercial Products	Style: Solid Vinyl Static Control Flooring	\$7.35	SF	
Daltile Ceramic Products	Cliff Point Bullnose Base 3" x 12"	\$11.30	LF	
Daltile Ceramic Products	Cliff Point Sanitary Base 6" x 12"	\$5.35	LF	
Daltile Ceramic Products	Continental Slate Bullnose Base 3" x 12"	\$6.50	LF	
Daltile Ceramic Products	Continental Slate Sanitary Base 6" x 12"	\$11.50	LF	
Daltile Ceramic Products	Quarry Textures Sanitary Base 5" x 6"	\$6.10	LF	
Daltile Ceramic Products	Alta Vista Tile 12" x 12"	\$7.90	SF	
Daltile Ceramic Products	Alta Vista Bullnose Base 3" x 12"	\$6.80	LF	
Daltile Ceramic Products	Alta Vista Sanitary Base 6" x 12"	\$15.75	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile 4 1/4" x 4 1/4" GRP 1&2	\$9.50	SF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Bullnose 4 1/4" x 4 1/4" GRP	\$6.10	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Sanitary Base 4 1/4" x 6" G	\$6.00	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Sq.Top Base 4 1/4" x 4 1/4"	\$6.50	LF	
Daltile Ceramic Products	Quarry Tile 6" x 6" GRP 2	\$8.10	SF	
Daltile Ceramic Products	Quarry Tile Base 5" x 6"	\$6.25	LF	
Jonsonite Resilient Product	Style: ESD Granit SD Tile	\$6.30	SF	
Jonsonite Resilient Product	Style: ESD Granit SD Sheet	\$5.25	SF	
Jonsonite Resilient Product	Style: ESD Toro SC Tile	\$6.75	SF	
Jonsonite Resilient Product	Style: ESD Toro SC Sheet	\$5.25	SF	
Jonsonite Resilient Product	Style: Standard VCT Azrock	\$1.40	SF	
Jonsonite Resilient Product	Style: Textile VCT	\$2.00	SF	
Jonsonite Resilient Product	Style: Colorescence VET (Vinyl Enhanced Tile)	\$3.05	SF	
Jonsonite Resilient Product	Style: Azterra VET (Vinyl Enhanced Tile)	\$3.05	SF	
Jonsonite Resilient Product	Style: Cortina Grande SVT	\$4.35	SF	
Jonsonite Resilient Product	Style: Color Essence Slip Resistant VCT	\$3.45	SF	
Jonsonite Resilient Product	Style: Cortina Grande Slip Resistant VCT	\$4.75	SF	
Jonsonite Resilient Product	Style: Karim Colors VCT	\$4.55	SF	
Jonsonite Resilient Product	Style: ID Inspirations 28 mil	\$5.30	SF	
Jonsonite Resilient Product	Style: ID Patriot 12 Mil	\$4.90	SF	
Jonsonite Resilient Product	Style: ID Freedom 20 mil	\$5.05	SF	
Jonsonite Resilient Product	Style: Space	\$7.75	SF	
Jonsonite Resilient Product	Style: Contract Plus Sheet	\$23.50	SY	
Jonsonite Resilient Product	Style: Contract Plus 24" x 24" Tile	\$3.75	SF	
Jonsonite Resilient Product	Style: Aria Sheet	\$29.75	SY	
Jonsonite Resilient Product	Style: Aria 24" x 24" Tile	\$5.03	SF	
Jonsonite Resilient Product	Style: Melodia Sheet	\$32.80	SY	
Jonsonite Resilient Product	Style: Melodia 24" x 24" Tile	\$5.50	SF	
Jonsonite Resilient Product	Style: IQ Optima Sheet	\$38.40	SY	
Jonsonite Resilient Product	Style: IQ Optima 24" x 24" Tile	\$4.45	SF	
Jonsonite Resilient Product	Style: IQ Granit Sheet	\$39.30	SY	
Jonsonite Resilient Product	Style: IQ Granit 24" x 24" Tile	\$4.30	SF	
Jonsonite Resilient Product	Style: IQ Natural Sheet	\$39.60	SY	
Jonsonite Resilient Product	Style: Roundel Rubber Tile	\$8.50	SF	
Jonsonite Resilient Product	Style: Circulinity Rubber Tile	\$9.10	SF	
Jonsonite Resilient Product	Style: Folio Rubber Tile	\$9.10	SF	
Jonsonite Resilient Product	Style: Metallurgy Rubber Tile	\$11.80	SF	
Jonsonite Resilient Product	Style: Microtone Speckled Rubber Tile 1/8"	\$10.35	SF	
Jonsonite Resilient Product	Style: Microtone Speckled Rubber Tile 2mm	\$8.50	SF	
Jonsonite Resilient Product	Style: Cork Tones Rubber Tile	\$10.35	SF	
Jonsonite Resilient Product	Style: Eco-Shell with Cork Rubber Tile	\$11.15	SF	
Jonsonite Resilient Product	Style: Mesto 12" x 12" Rubber Tile	\$8.50	SF	
Jonsonite Resilient Product	Style: Mesto 6" x 6", 6" x 24", 12" x 24" Rubber Tile	\$9.00	SF	
Jonsonite Resilient Product	Style: Solid Color Rubber Treads - Various Styles	\$15.50	SF	
Jonsonite Resilient Product	Style: Visually Impaired Grit Tape or Rubber Insert Stair Tread	\$19.50	SF	
Jonsonite Resilient Product	Style: Solid Color Rubber Treads/Riser One Piece	\$19.75	SF	
Jonsonite Resilient Product	Style: Visually Impaired Tread/Riser One Piece	\$24.50	SF	
Jonsonite Resilient Product	Style: Speckled Rubber Tread/Riser - One Piece	\$24.00	SF	
Jonsonite Resilient Product	Style: Speckled Rubber Treads	\$18.75	SF	
Jonsonite Resilient Product	Style: Visually Impaired Speckled Rubber Tread/Riser One Piece	\$26.05	SF	
Jonsonite Resilient Product	Style: Visually Impaired Rnd or SQ. with Photoluminescent Insert Tread/Riser	\$24.50	SF	
Jonsonite Resilient Product	Style: Visually Impaired Rnd or SQ. with Photoluminescent Inlaid	\$21.00	SF	
Jonsonite Resilient Product	Style: Recessed Vinyl Stair Nosing RCN-XX-A	\$6.25	LF	
Jonsonite Resilient Product	Style: Recessed Vinyl Stair Nosing RCN-XX-B	\$6.00	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-A	\$9.10	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-B	\$9.10	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-C	\$11.40	LF	
Jonsonite Resilient Product	Style: Double Undercut Carpet VCD-XX	\$6.80	LF	
Jonsonite Resilient Product	Style: Double Undercut Carpet SVCD-XX	\$7.50	LF	
Jonsonite Resilient Product	Style: Visually Impaired Double Undercut Carpet VIVCD-XX	\$8.40	LF	
Jonsonite Resilient Product	Style: Lenza & Tonali Linoleum	\$39.50	SY	
Jonsonite Resilient Product	Style: Vento, Etrusco and Toscano Linoleum	\$32.40	SY	

Jonsonite Resilient Product	Style: Vento 2.5mm Tile Linoleum	\$5.60	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Tile - Sport Floor	\$12.75	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Interlocking Tile - Sport Floor	\$14.30	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Slidelock Tile - Sport Floor	\$13.30	SF
Jonsonite Resilient Product	Style: Inertia 1/4" 24" x 24" Tile - Sport Floor	\$9.60	SF
Jonsonite Resilient Product	Style: Inertia 1/4" 24" x 24" Interlocking Tile - Sport Floor	\$10.50	SF
Jonsonite Resilient Product	Style: Inertia 3/8" 24" x 24" Slidelock Tile - Sport Floor	\$12.00	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Sheet 1/4" Sport Floor	\$4.80	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Sheet 3/8" Sport Floor	\$6.40	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Interlocking 24" x 24" 3/8" Sport	\$8.30	SF
Jonsonite Resilient Product	Style: Replay Commotion 24" x 24" Rubber Tile 3/8" - Sport F	\$7.80	SF
Jonsonite Resilient Product	Style: Training HE Wood Sheet	\$58.00	SY
Jonsonite Resilient Product	Style: Vinyl Cove Base (Type TV) 4" x 1/8"	\$1.20	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 2.5"	\$1.30	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 4"	\$1.30	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 6"	\$1.75	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TS) 4"	\$1.60	LF
Jonsonite Resilient Product	Style: Ecolibrium Bio-Based Wall Base 4"	\$1.70	LF
Jonsonite Resilient Product	Style: Baseworks Thermoset Rubber Wall Base	\$1.70	LF
Jonsonite Resilient Product	Style: Perceptions Wall Base (Type TPR) 4"	\$1.55	LF
Jonsonite Resilient Product	Style: Tightlock Vinyl Wall Base (Type TV) 4.375"	\$1.90	LF
Jonsonite Resilient Product	Style: Tightlock Rubber Wall Base (Type TV) 4.375"	\$2.00	LF
Jonsonite Resilient Product	Style: Replace Demountable Wall Base	\$4.50	LF
Jonsonite Resilient Product	Style: Millwork Wall Base	\$6.80	LF
Jonsonite Resilient Product	Style: Wall Art Wall Base	\$4.15	LF
Jonsonite Resilient Product	Style: Masquerade Wall Base Viewpoint	\$7.50	LF
Jonsonite Resilient Product	Style: Masquerade Wall Base Classic	\$8.90	LF
Jonsonite Resilient Product	Style: Carpet to VCT Transition	\$3.00	LF
Jonsonite Resilient Product	Style: VCT to Concrete Transition	\$3.00	LF
Jonsonite Resilient Product	Style: Carpet to Concrete Transition	\$3.00	LF
Jonsonite Resilient Product	Style: Wheeled Traffic Transitions Transition	\$5.00	LF
Jonsonite Resilient Product	Style: T-Molding Strips	\$3.00	LF
Nora Systems	Style: Norament Stairtreads one piece solid color	\$19.00	SF
Nora Systems	Style: Norament Stairtreads one piece grano series colors	\$21.50	SF
Nora Systems	Style: Norament Rubber tile raised hammered	\$7.75	SF
Nora Systems	Style: Norament Rubber tile Grano 3.5mm	\$10.00	SF
Nora Systems	Style: Norament Rubber tile Strada/Serra 3.5mm	\$11.25	SF
Nora Systems	Style: Noraplan rubber 3mm	\$8.25	SF
Nora Systems	Style: Noraplan rubber 2mm	\$7.00	SF
Nora Systems	Style: Nora ECO 2mm	\$5.75	SF
Masland Broadloom	Style: Runway	\$21.25	SY
Masland Broadloom	Style: Concourse	\$21.75	SY
Masland Broadloom	Style: Highlights	\$23.50	SY
Masland Broadloom	Style: Pixel	\$17.75	SY
Masland Carpet Tile	Style: Runway	\$32.50	SY
Masland Carpet Tile	Style: Concourse	\$34.75	SY
Masland Carpet Tile	Style: Highlights	\$34.75	SY
Halo Floors	Style: Asento luxury vinyl woods and stones 20 mil	\$3.95	SF
Zandur Rubber Cork Floor	Style: Cork rubber tile	\$9.25	SF
Zandur Rubber Cork Floor	Style: Cork rubber stair treads	\$20.25	SF
Zandur Rubber Cork Floor	Style: Cork rubber risers	\$6.00	LF
Zandur Rubber Cork Floor	Style: Cork rubber landing tile - Resolve	\$9.50	SF

**ATTACHMENT II: PRICING SCHEDULE**  
 ADSP013-0002054 Commercial Flooring Products and Services

Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, the price shall represent the proposer's cost, markup and flooring installation. The "cost" is defined as the invoice cost to the contractor and includes all invoice discounts taken by the contractor from the supplier. Proposed product prices shall include all installation, preparation, packaging, transportation, fuel costs, insurance and charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Note: List alternates offering in Alternate column for consideration in RFP. Travel allowed per AZ State Travel Policy for Statewide Contracts.

Offeror Name: **Diversified Fibroul Services - Pflomk LLC**

CARPET PRODUCTS		CARPET PRODUCTS		BACKINGS	
Pricing to include the standard backing per style.		Discounted Price Per SY/UF		For each manufacturer, list all available backings and the upcharge per SY	
Manufacturer Name	Style	Alternate Product Description	Price (UF, SY)	Manufacturer Name	Other
Cambridge Broadloom	Common Stock or equivalent	Cambridge EZ Pass	\$15.90 SY	Attached Cushion	\$6.00
Cambridge Broadloom	Founder or equivalent		\$20.90 SY	High Performance	\$3.00
Cambridge Broadloom	Biltmore 3 or equivalent	Shaw Potential III 26 oz	\$13.25 SY	Moisture Barrier	\$4.00
Cambridge Broadloom	Wyntford or equivalent	Shaw Potential III 28 oz	\$14.25 SY		
Shaw Broadloom	Steppin Out Collection or equivalent		\$25.40 SY		
Shaw Broadloom	Export/Peto II or equivalent		\$16.75 SY		
Shaw Broadloom	Scholar or equivalent		\$19.75 SY		
Shaw Broadloom	Expose EPBL, moisture barrier backed or equivalent		\$21.75 SY		
Shaw Broadloom	Dyersberg Cut Pile, stretch over pad or equivalent	Mannington Belvedere	\$25.75 SY		
Shaw Broadloom	No Rules Collection or equivalent		\$25.25 SY		
Shaw Broadloom	Alternate Collection or equivalent		\$27.50 SY		
Shaw Broadloom	Turn Key Collection or equivalent		\$17.50 SY		
Shaw Broadloom	Lush Life Collection or equivalent		\$31.50 SY		
Shaw Broadloom	Re woven Collection or equivalent		\$23.25 SY		
Shaw Broadloom	Legacy Collection or equivalent		\$29.75 SY		
Shaw Broadloom	Solid Collection or equivalent	Shaw Highlight solid loop	\$24.75 SY		
Shaw Broadloom	Hit the Books Collection or equivalent		\$17.75 SY		
Shaw Broadloom	Shades Collection or equivalent		\$18.25 SY		
Shaw Broadloom	Constellation Collection or equivalent		\$16.80 SY		
Mohawk Broadloom	New Collegiate or equivalent	Mohawk/Bigelow Sketch Pad	\$17.75 SY		
Mohawk Broadloom	New Basics Collection or equivalent		\$13.00 SY		
Mohawk Broadloom	Bigelow Wabi Nubby or equivalent		\$24.50 SY		
Mohawk Broadloom	Independent Living Collection or equivalent		\$20.50 SY		
Mohawk Broadloom	Bigelow Stail Tuft Collection or equivalent		\$21.00 SY		
Mohawk Broadloom	Spring Break or equivalent	Mohawk/Lees Work It	\$19.75 SY		
Mohawk Broadloom	Advanced Geometry or equivalent	Mohawk Class Act	\$13.75 SY		
Patcraft Broadloom	Socrates or equivalent		\$14.75 SY		
Patcraft Broadloom	Splash or equivalent		\$22.75 SY		
Beaulieu Broadloom	Residential Carpet or equivalent	Shaw Falcon F16 Homeland Collection	\$21.50 SY		
Lees Broadloom	School Faculty or equivalent		\$18.10 SY		
Mannington Broadloom	Centerfield/Gametime or equivalent		\$20.75 SY		
J & J Broadloom	Invision Impulse or equivalent	Shaw Brightworks Collection Broadloom	\$15.25 SY		
Patcraft Broadloom	Headlines or equivalent		\$27.00 SY		
Miliken Broadloom	Centro or equivalent		\$12.50 SY		
Generic Brands Broadloom	Low Budget Carpet option	Mohawk New Basics 26 Action back			



# ATTACHMENT II: PRICING SCHEDULE

RFP ADSP013-00002054, Commercial Flooring Products and Services

Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, the price shall represent the proposer's price including installation. The price is defined as the invoice cost to the Contractor and includes all invoice discounts taken by the Contractor from the supplier. Proposed product prices shall include all packaging, preparation, installation, transportation, fuel costs, insurance and charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Note: List equivalent product bid in Alternate column for consideration in RFP. Travel allowed per AZ State Travel Policy for Statewide Contracts.

Offeror Name: Diversified Flooring Services - Phoenix LLC

FLOORING PRODUCTS		UOM
Manufacturer Name	Style	(SF, LF)
Enter price in appropriate column based on unit of measure (i.e. LF, SF, other)		
	Alternate Product Description	Price
Mannington Carpet Tiles	Carthage 4 SQ 26oz or equivalent	\$28.50 SY
Mohawk Carpet Tiles	Alumnus/Accountable or equivalent	\$19.50 SY
Mohawk Carpet Tiles	Icon Collection or equivalent	\$24.25 SY
Mohawk Carpet Tiles	Initiatives Collection or equivalent	\$21.90 SY
Mohawk Carpet Tiles	Bigelow Pure Genius Collection or equivalent	\$22.25 SY
Mohawk Carpet Tiles	Bigelow Organic Matrix Collection or equivalent	\$22.25 SY
Mohawk Carpet Tiles	Bigelow Bending Earth Collection or equivalent	\$22.25 SY
Shaw Carpet Tiles	No Rules Collection 1-7 or equivalent	\$24.25 SY
Shaw Carpet Tiles	Shaw No Rules Collection Kinetic, Blox Color & Shadow P	\$33.40 SY
Shaw Carpet Tiles	Feeling Plush Collection or equivalent	\$23.50 SY
Shaw Carpet Tiles	Worklife Collection or equivalent	\$21.25 SY
Shaw Carpet Tiles	Mix Collection or equivalent	\$34.50 SY
Shaw Carpet Tiles	Alternature Collection or equivalent	\$35.90 SY
Shaw Carpet Tiles	18 x 36 Ecollection or equivalent	\$35.50 SY
Shaw Carpet Tiles	Welcome Walk-Off Carpet or equivalent	\$24.50 SY
Shaw Carpet Tiles	Peto II, 20oz or 26oz or equivalent	\$22.75 SY
Patcraft Carpet Tiles	Socrates Collection or equivalent	\$22.75 SY
Patcraft Carpet Tiles	Homeroom Collection or equivalent	\$22.75 SY
Lees Carpet Tiles	Inspiration Collection or equivalent	\$33.25 SY
Lees Carpet Tiles	Sequence Collection or equivalent	\$35.40 SY
Cambridge Carpet Tiles	Wynford/Oxford Collection or equivalent	\$22.25 SY
Shaw Carpet Tiles	Constellation Collection or equivalent	\$33.50 SY
OTHER FLOORING		
Shaw Tile	Naturelife 6' Heterogenous Sheet Goods: Organic an Wood or equivalent	\$37.00 SY
Shaw Tile	Bio Life 6' Homogenous sheet good or equivalent	\$37.00 SY
Shaw Tile	Crete & Jeogori 18" Luxury Vinyl or equivalent	\$4.40 SF
Shaw Tile	Quiet Cover Luxury Vinyl, adhesive free click planks 20 mil or equivalent	\$5.10 SF
Shaw Tile	Uncommon Ground Luxury Vinyl Planks 20 mil (4" & 6" or equivalent)	\$4.35 SF
Shaw Tile	Native Origins Luxury Vinyl Planks, 12 mil or equivalent	\$3.25 SF
Shaw Tile	Cushioned Resilient, Rexcour or equivalent	\$39.40 SY
Armstrong Tile	Standard Excelon VCT Vinyl Composition or equivalent	\$1.30 SF
Armstrong Tile	Natural Creations LVT, Luxury Vinyl Tile or equivalent	\$5.50 SF
Armstrong Tile	StoneTex VCT or equivalent	\$2.60 SF
Mannington Tile	Vinyl Composition or equivalent	\$1.30 SF
Dal Tile	Quarry Textures or equivalent	\$6.75 SF
Dal Tile	Cliff Point or equivalent	\$7.80 SF
Dal Tile	Keyston Mosaics 2"x2" or equivalent	\$9.00 SF
Dal Tile	Continental Slate or equivalent	\$9.10 SF
Armstrong Tile	Migrations Bio Based (go green) or equivalent	\$2.65 SF
Mohawk Tile	Quarry Stone or equivalent	\$9.00 SF
Mannington Tile	Tempest Stone or equivalent	\$10.00 SF
Johnsonite Tile	Rubber or equivalent	\$8.50 SF
Roppe Tile	Rubber or equivalent	\$8.50 SF
Flexco Tile	Interlocking sport floor or equivalent	\$10.50 SF
Various Tile	Rubber Stair Treads or equivalent	\$19.75 SF
MetroFlor Tile	LVT or equivalent	\$3.80 SF
	Lees What Moves You	
	Shaw Momentum IV Carpet Tile	
	Johnsonite Inertia	
	Group 1	

# ATTACHMENT II: PRICING SCHEDULE

RFP ADSP0XX-00002054, Commercial Flooring Products and Services

Instructions: The offeror shall provide charge/rates/pricing for the various operations allowed under this RFP. These include: removal operations for new installations, as well as those independent of new installations (e.g. removal of old, non-asbestos flooring from state premises); floor preparation operations; special installation operations; trim operations; and repair/patch operations for carpet and flooring damage (i.e. broken thresholds, base replacement, carpet patching). Note: Offeror may list operations not listed for consideration in RFP. Offerors may be reimbursed by AZ State Travel Policy for Statewide Contracts.

Offeror Name: **Diversified Flooring Services - Phoenix LLC**

## RESILIENT FLOORING PRODUCTS

For each line, provide a rate/price and appropriate Unit of Measure (UOM) (i.e. HR, SY, LF, EA).

Charges or Rates/ Miscellaneous Service Description	UOM (i.e. HR, SY, LF etc.)	Comments
<b>Removal Operations</b>		
Stretch-in over cushion	SY	\$3.00 includes pad
Direct Glue-down	SY	\$2.00
Secondary Backed	SY	\$2.00
Unitary and Woven	SY	\$2.50
Attached Cushion/Back	SY	\$3.00
Removal of rubber backed goods	SY	\$3.00
Removal of vinyl floor covering	SF	\$0.45
Removal of rubber flooring products	SF	\$0.80
Removal of existing cove base	LF	\$0.15
<b>Floor Preparation Operations</b>		
Preparation prior to installation as required by the manufacturer's guidelines	SF	\$0.35 scrape/sand existing
Floor repair and preparation prior to installation beyond standard practices	HR	\$35.00
Patch - Cementitious Patching Compound	EA	\$25.00 material
Repairs	HR	\$65.00
Other - Self Leveling Cementitious Patch	EA	\$55.00 material
<b>Installation Operations</b>		
Installation, Stretch-in Over Cushion	SY	\$6.50
NOTE: Pad to be determined per project.	SY	\$4.00
Installation, Direct Glue-down	SY	\$4.00
Secondary Backed	SY	\$4.00
Unitary and Woven	SY	\$4.00
Double Glue-down (cushion and carpet)	SY	\$6.00
Installation, Stairs	LF	\$6.00
Installation of Rubber Backed Goods	SY	\$4.00
Tile (Glue Down)	SY	\$4.50
Tile (Releasable/Self-Adhesive)	SY	\$4.50
6 ft	SY	\$4.00
12 ft	SY	\$4.00
Tacktile Installation	SY	\$4.00
Other	SY	\$5.00





Diversified Flooring Services – Phoenix LLC  
 7898 E. Acoma Suite 107  
 Scottsdale, AZ 85260  
 Office: 480-967-7600  
 Fax: 480-967-4700  
 Floor Covering License: K-08 ROC 206271  
 Ceramic Tile License: K-48 ROC 206270  
 SBE

July 18, 2014

sent via email:

Mr. Norm Gordon  
 City of Glendale  
 6210 W. Myrtle Ave. Suite 111  
 Glendale, AZ 85301

Re: Furnish and install carpet: Glendale Courts and Administration

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

890 SY	Moving of furniture	\$ 3.03 SY	\$ 2,696.70
515 SY	Lifting of modular furniture	\$ 7.07 SY	\$ 3,641.05
1380 SY	Removal of existing carpet	\$ 2.02 SY	\$ 2,787.60
260 SF	Removal of existing vct	\$ 0.47 SF	\$ 122.20
12700 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 4,572.00
1368 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 33,858.00
270 SF	Furnish and install vinyl composition tile	\$ 1.32 SF	\$ 356.40
780 SF	Furnish and install ceramic tile to resemble or match existing tile in lobby	\$ 7.88 SF	\$ 6,146.40
120 LF	Furnish and install ceramic base to match new tile	\$ 7.98 LF	\$ 957.60
2160 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 3,067.20
		Subtotal	\$ 58,205.15
		Tax 5.98%	\$ 3,480.67
		Total	\$ 61,685.82

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton  
 Partner

_____	
Signature	Date
_____	
Print Name	Title Ref/P.O.#

**Main Library Carpet Estimates**

Furnish and Install Carpet	Adult Services	\$ 49,892.47
Furnish and Install Carpet	Story Time Room	\$ 3,007.93
Furnish and Install Carpet	Youth Services Area	\$ 12,151.83
Furnish and Install Carpet	Work Areas and Circulation	\$ 29,307.13
	<b>Total Cost Estimate for Main Library</b>	<b>\$ 94,359.36</b>

Includes all prep, labor & moving of any furnishings as needed



Diversified Flooring Services – Phoenix LLC  
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 Scottsdale, AZ 85260  
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 Fax: 480-967-4700  
 Floor Covering License: K-08 ROC 206271  
 Ceramic Tile License: K-48 ROC 206270  
 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon  
 City of Glendale  
 6210 W. Myrtle Ave. Suite 111  
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Adult Services area

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

1550 SY	Removal of existing carpet	\$ 2.02 SY	\$ 3,131.00
12800 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 4,608.00
1555 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 38,486.25
600 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 852.00
	Subtotal		\$ 47,077.25
	Tax 5.98%		\$ 2,815.22
	Total		\$ 49,892.47

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton  
 Partner

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print Name Title Ref/P.O.#



Diversified Flooring Services – Phoenix LLC  
 7898 E. Acoma Suite 107  
 Scottsdale, AZ 85260  
 Office: 480-967-7600  
 Fax: 480-967-4700  
 Floor Covering License: K-08 ROC 206271  
 Ceramic Tile License: K-48 ROC 206270  
 SBE

October 29, 2014

sent via email:

Mr. Norm Gordon  
 City of Glendale  
 6210 W. Myrtle Ave. Suite 111  
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library work areas/circulation

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

345 SY	Moving of furniture	\$ 3.03 SY	\$ 1,045.35
210 SY	Lifting of modular furniture	\$ 7.07 SY	\$ 1,484.70
740 SY	Removal of existing carpet	\$ 2.02 SY	\$ 1,494.80
6660 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 2,397.60
772 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 19,107.00
1200 LF	Furnish and install 4.5" rubber cove base Color: tbd	\$ 1.77 LF	\$ 2,124.00
	Subtotal		\$ 27,653.45
	Tax 5.98%		\$ 1,653.68
	Total		\$ 29,307.13

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton  
 Partner

_____	_____		
Signature	Date		
_____	_____	_____	_____
Print Name	Title	Ref/P.O.#	



Diversified Flooring Services – Phoenix LLC  
 7898 E. Acoma Suite 107  
 Scottsdale, AZ 85260  
 Office: 480-967-7600  
 Fax: 480-967-4700  
 Floor Covering License: K-08 ROC 206271  
 Ceramic Tile License: K-48 ROC 206270  
 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon  
 City of Glendale  
 6210 W. Myrtle Ave. Suite 111  
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Story Time

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

80 SY	Removal of existing carpet	\$ 2.02 SY	\$ 161.60
96 SY	Furnish and install carpet Mannington Commercial Style: Carthage IV Color: tbd	\$ 19.80 SY	\$ 1,900.80
108 LF	Installation of carpet on stairs	\$ 6.00 LF	\$ 648.00
90 LF	Furnish and install 4" carpet cove base	\$ 1.42 LF	\$ 127.80
	Subtotal		\$ 2,838.20
	Tax 5.98%		\$ 169.73
	Total		\$ 3,007.93

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton  
 Partner

_____ Signature	_____ Date
_____ Print Name	_____ Title Ref/P.O.#



Diversified Flooring Services – Phoenix LLC  
 7898 E. Acoma Suite 107  
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 Office: 480-967-7600  
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 Floor Covering License: K-08 ROC 206271  
 Ceramic Tile License: K-48 ROC 206270  
 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon  
 City of Glendale  
 6210 W. Myrtle Ave. Suite 111  
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Youth Services area

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

360 SY	Removal of existing carpet	\$ 2.02 SY	\$ 727.20
3240 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 1,166.40
373 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 9,231.75
240 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 340.80
		Subtotal	\$ 11,466.15
		Tax 5.98%	\$ 685.68
		Total	\$ 12,151.83

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton  
 Partner

_____	_____	
Signature	Date	
_____	_____	_____
Print Name	Title	Ref/P.O.#



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2014

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

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

<b>PRODUCER</b> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	<b>CONTACT NAME:</b> Maria Ankeny <b>PHONE (A/C No. Ext):</b> (505) 881-0300 <b>FAX (A/C No.):</b> (505) 881-0908 <b>E-MAIL ADDRESS:</b> mankeny@downeyandco.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: CNA Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CNA Insurance Companies		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Diversified Flooring Service Phoenix, LLC 7898 East Acoma Suite 107 Scottsdale AZ 85260														

**COVERAGES**                      **CERTIFICATE NUMBER:** 14/15 Multi                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		B2087793222	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4031213526	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		B2095577587	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC287793138	11/01/2014	11/01/2015	WC STATUTORY LIMITS OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: CONTRACT#ADSP013040453  
 COMMERCIAL FLOORING PRODUCTS AND SERVICES STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED WITH REGARD TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE CONTRACTOR. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES WITH REGARD TO GENERAL & AUTO LIABILITY & WORKERS COMP. COVERAGE IS PRIMARY AND

<b>CERTIFICATE HOLDER</b>  STATE OF ARIZONA 100 N. 15TH AVENUE SUITE 104 PHOENIX, AZ 85007	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Maria Ankeny/MYA <i>Maria Ankeny</i>
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## COMMENTS/REMARKS

NON-CONTRIBUTORY IN FAVOR OF STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS,  
COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES