

STATE OF VERMONT
PARTICIPATING ADDENDUM NO. 31683

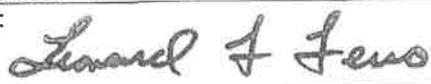
Floorcovering and Installation
STATE OF UTAH NASPO VALUEPOINT MASTER AGREEMENT MA2280

Tandus Centiva US LLC.

1. **Parties.** This Participating Addendum is a contract between the **State of Vermont**, Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and Tandus Centiva US LLC a for-profit corporation with principal place of business in Dalton, GA (hereinafter "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Participating Addendum is the purchase of Floorcovering and related services, including related peripherals and services, pursuant the State of Utah NASPO ValuePoint State Cooperative Contract Number MA2280 Floorcovering and Installation (hereinafter the "Master Agreement"), which is hereby incorporated by reference and shall apply to purchases made under this Participating Addendum.
3. **Contract Term.** The period of Contractor's performance shall begin on July 1, 2016 and end on December 14, 2020.
4. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office and the Secretary of Administration.
5. **Agreement; Amendment.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
6. **Attachments.** This Participating Addendum consists the following attachments which are incorporated herein and shall apply to the purchase of any products or services made under this Participating Addendum:
 - Attachment A: General Provisions of Contract
 - Attachment B: Payment Provisions
 - Attachment C: "Standard State Provisions for Contracts and Grants" effective 9/01/15
 - Attachment D: State of Utah NASPO ValuePoint Master Agreement MA2280
7. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the provisions which constitute this agreement shall be resolved according to the following order of precedence:
 - 1) This Participating Addendum (including all Attachments, then Attachment C, then the remaining Attachments in alphabetical order)
 - 2) The NASPO ValuePoint State Cooperative Contract Number State of Utah MA2280
8. **Entire Agreement.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

By signing below, the Contractor agrees to offer the same products and/or services as on the State of Utah Master Contract # MA2280 for Floorcovering and Installation at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

The State of Vermont	Contractor: Tandus Centiva US LLC. PA 31683
By: e-Signed by Jennifer Fitch on 2017-07-12 21:49:23 GMT	By: 
Name: Christopher Cole	Name: Leonard F. Ferro
Title: BGS Commissioner	Title: President
Date:	Date: June 26, 2017

ATTACHMENT A: GENERAL PROVISIONS OF CONTRACT

1. **Available Products & Services:** The following products and services listed in the Master Agreement are available for purchase under this Participating Addendum:
 - Floorcovering and Installation.

2. **Restrictions:** In addition to the restrictions described in the Master Agreement, Summary, Section 5, the following additional restrictions shall apply to the procurement under this Participating Addendum.
 - All Carpet 12' Broadloom shall be excluded.

3. **Participation:** This Participating Addendum may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter "State Purchasers") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter "Additional Purchasers") may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers.

4. **Reporting:** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. The reports shall be submitted and sent as an attachment to Natalie.Dowling@vermont.gov. Reports shall contain accurate descriptions of the products, goods or services procured, purchaser information, quantities procured and prices paid. This report shall include all sales under this Participating Addendum. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

5. **Primary Contacts:** The primary contact individuals for this this Participating Addendum are as follows (or their named successors):

Contractor:

Name	Teresa Derr
Address	311 Smith Industrial Blvd. Dalton GA 30721
Telephone	706-259-2054
Fax	
E-mail	Teresa.Derr@Tarkett.com

State of Vermont

Name	State of Vermont, Natalie Dowling
Address	10 Baldwin Street, Montpelier, VT 05633-7501
Telephone	802-828-2215
Fax	802-828-2222
E-mail	Natalie.Dowling@vermont.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

6. **Orders:** Any order placed by the State or an Additional Purchaser for a product or service available under this Participating Addendum (hereinafter "Purchase Order") shall be deemed to be a sale governed by the prices and other terms and conditions of this Participating Addendum, provided that the Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.

Purchase Orders may only be placed directly through Contractor or through a subcontractor of the Contractor that is both approved by Contractor and authorized by the State of Vermont (hereinafter "Reseller"). A Reseller shall not solicit or otherwise fulfill any Purchase Order unless the Reseller (i) is an approved Authorized Dealer listed on Contractor dedicated (cooperative contract) website as an entity approved by Contractor, in accordance with Contractor's established qualifying criteria, to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement on Contractor's behalf and (ii) has executed a separate agreement with the State that directly obligates Reseller to fulfill Purchase Orders in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.

Contractor may, in its sole discretion, add Authorized Dealers at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Authorized Dealers and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Authorized Dealer who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation. Except as otherwise set forth in the Master Agreement, Contractor will not, directly or indirectly, restrict any Reseller's participation or ability to quote pricing for the State. Resellers shall not offer less favorable pricing discounts than the discounts established under the Master Agreement. However, a Reseller may offer any additional incremental discounts to the State or any Additional Purchaser, and such additional discounts, if offered, may be provided to the State or an Additional Purchaser in the discretion and at the sole legal obligation of the Reseller.

The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.

- **Method of Ordering for State Purchasers:** For any and all purchases made by State Purchasers under this Participating Addendum, a Purchase Order shall be issued when purchases are made. Written Purchase Orders, including electronic orders, must be used to order items available under this Participating Addendum. Verbal orders shall not be accepted by Contractor or Contractor's Authorized Dealers unless or until a confirming Purchase Order is issued.

The Contractor acknowledges and agrees that any annual values or quantities included such bid solicitations are estimates only based on prior usage and that actual purchases may be higher or lower depending on Vermont's needs.

This restriction is not applicable to Additional Purchasers.

- **No Lease Agreements:** State Purchasers are prohibited from leasing under this Participating Addendum. This restriction is not applicable to Additional Purchasers.
- **Delivery:** Liability for product delivery remains with the Contractor until the product is properly delivered and accepted in accordance with this Participating Addendum as outlined in the Master Agreement Section B) 28. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by Contractor.

The State does not agree to reimburse Contractor for expenses except as may be specified in Attachment B to this Participating Agreement.

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product

or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable if accepting testing and corresponding terms have been mutually agreed by both parties in writing.

- **Quality:** All products provided by Contractor under this contract will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the State. All products provided by Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to Contractor for credit at no charge to the State.

ATTACHMENT B: PAYMENT PROVISIONS

1. **Payment Terms:** Net 30 from the date the State receives an error-free invoice with full and complete supporting documentation.
2. **F.O.B. Delivered:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
3. **Pricing:** Product offerings and complete details of product pricing applicable to which is maintained on-line at <http://www.naspovaluepoint.org/#/contract-details/65/overview/general>

Contractor discounts are off the entire U.S. Global Price Lists as set forth in the PSS Discount Schedule. The discounts provided will remain valid for the Contract Term and will be applied as a discount off Contractor's then-current baseline Price List.

The discounts provided are floor discounts (minimum guarantees). Additional volume pricing is available and individual transactions may qualify for additional, incremental discounts/firm fixed pricing or incentives provided by Contractor's Authorized Resellers at their sole discretion. NASPO ValuePoint, the Participating States and/or the Participating Entities may also actively solicit Contractor's Authorized Resellers for deeper discounts than the minimum contract pricing as set forth in the Product and Services Discount Schedule. In any event, final transactional pricing shall be determined by the Authorized Resellers and not by Contractor; provided, however, that the minimum discounts set forth on the Cost Schedule are met.

4. **Invoicing:** Invoices shall be submitted on the Contractor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
5. **Purchasing Card:** The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

ATTACHMENT C: STANDARD STATE PROVISIONS

FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records

produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)



Contract # MA2280

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Tandus Centiva US LLC
 _____ Name
311 Smith Industrial Blvd.,
 _____ Address
Dalton GA 30721
 _____ City State Zip
Dalton GA 30721
 _____ City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Teresa Derr Phone #706-259-2054 Email Teresa.Derr@Tarkett.com
 Vendor #VC198332 Commodity Code #360-76

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Floorcovering and Related Services.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2016, Bid#TO15003/TO15004, a pre-approved sole source authorization (from the Division of Purchasing) # SS _____, or other method: _____.
4. CONTRACT PERIOD: Effective Date: 12/15/2015 Termination Date: 12/14/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): NA.
6. ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Pricing Information
 ATTACHMENT D: NASPO ValuePoint Solicitation Document
 ATTACHMENT E: Approved Portions of Contractor's Response to solicitation
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #TO15003/TO15004 dated Jan. 30, 2015/Oct. 20, 2015.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature]

 Contractor's signature Date January 22, 2016

STATE

[Signature] 1/25/16

 Director, Division of Purchasing Date

Leonard F. Ferro, COO

 Type or Print Name and Title

<u>Terri O'Toole</u>	<u>801-538-3147</u>	<u>801-538-3882</u>	<u>totoole@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DEBRIEFING OF UNSUCCESSFUL OFFERORS:

The State does not conduct debriefings.

10. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

14. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 05 August 2014 - RFP Instructions)

TO15003 Attachment B
WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State

3. Term of the Master Agreement

The initial term of this Master Agreement is for 5 years with no renewal periods.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or

other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose

replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the

Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

This section is an insurance provision applicable to any Orders. The sourcing team should verify that these coverage limits are appropriate. If based on the nature of the commodity different insurance is required that is applicable to the entire Master Agreement (where not modified in a Participating Addendum), those modifications should be included in this subsection.

If the Lead State or other Participating Entities want different insurance applicable to their Orders, those provisions should be in the Participating State's terms and conditions attached to the RFP or in a Participating Addendum.

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published

edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal

date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

Some WSCA-NASPO cooperative procurements lend themselves to task order competitions within the awarded contractor pool. The following language sets out the general requirements for ordering and a process for permitting Purchasing Entities to seek reduced pricing based on aggregation of requirements or other conditions that might prompt price reductions.

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

Under the MOA, the WSCA-NASPO administrative fee is described in the original Intent to Participate package approved by the Management Board and submitted to the States.

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and WSCA-NASPO. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is available upon request.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under

the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the WSCA-NASPO Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. WSCA-NASPO Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty,

the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

The contractor will not be required to participate in the e-Market Center due to the nature of the business. When end users search for carpet contractor's in the eMarket Center, they will be given contact information for the reseller and instructed on the process.

(November 2014)

**NASPO ValuePoint Floorcovering Master Agreement
Tandus Centiva US LLC
Attachment B Scope of Work**

Geographic Coverage and Eligible Entities:

The contractor shall provide products and services outlined in the scope of work to the entire United States and all of the eligible States. Eligible States consist of the 50 States and the District of Columbia. The products and services offered under these master agreements will be available to all qualified entities including any State and their State agencies, Cities, Counties, Higher Education, K-12, Federal Agencies, Non-Profits, as well as other political subdivisions on an as needed basis under the same terms and conditions including pricing that is agreed to in the master agreement(s) or participating addendums.

Services:

Contractor to provide carpet and hard surface floorcovering as awarded and related services including all warranty service, customer service, installation services, design services, and sales services on behalf of the State of Utah and the NASPO ValuePoint Cooperative Purchasing Program.

Sales Services: Staff to respond to interested parties and trained to assess project requirements for accurate quoting, make product recommendations, and provide product samples.

Customer Service: Staff to answer inquiries, coordinate sales appointments, assist with warranty claims, invoicing questions, and other related customer service issues.

Installation Services: Qualified and trained staff to provide installation services.

Warranty Services: Qualified and trained staff to provide warranty claim assistance.

Participating Entity's Selection Process:

Each participating entity has the option to select the authorized dealers they choose to do business with. The participating entity has no obligation to select all awarded authorized dealers. It is at the sole discretion of the participating entity which authorized dealers they select to sign a participating addendum with.

Each participating entity will select the authorized dealer(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. Each participating entity will make their selection of authorized dealer(s) based on their own needs and selection process and criteria. It is at the sole discretion of the participating entity as to which authorized dealer(s) they choose to do business with and the process they use to make the selection.

Contractors (manufacturers and distributors) must ensure that the authorized dealer list contains dealers that are willing, able, and aware of all the mandatory requirements contained in the entire multi-phase RFP process, which includes Step One and Step Two.

Each participating entity has the option to select one or both product categories or services from the resulting master agreement(s) during the execution of the participating addendum process. It is at the sole discretion of the participating entity which product categories they select to include in their offering. Each participating entity has the option to select one or any of the manufacturers or distributors of carpet or hard surface flooring. It is at the sole discretion of the participating entity which manufacturers and/or distributors they include in their offering.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this contract during the participating addendum process. Any additional incremental discounts or reduced cost available to a participating entity, if offered, may be provided at the discretion and as the sole legal obligation of the manufacturer or distributor or their authorized dealer to the participating entity and negotiated during the participating addendum process. Contracted suppliers may offer additional volume discounting or lower prices at any time to purchasing entities for special projects taking into consideration a project size, scope, type, or other considerations at the sole discretion and as the sole legal obligation of the manufacturer, authorized dealer, or distributor.

This master agreement is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources when necessary.

Products:

Carpet and Hard Surface Floorcovering as awarded.

Contract Administrator:

Terri O'Toole
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Suite 3150
Salt Lake City, UT 84114-1061
Email: totoole@utah.gov
Phone: (801) 538-3147

Term of Agreement:

The master agreement will be for a period of five (5) years with no renewal options for additional years. Pursuant to Utah Code Annotated §63G-6a-1204(7) any contract resulting from this RFP may not exceed a period of five years.

The State of Utah reserves the right to review master agreement(s) on a regular basis regarding contractor performance, market conditions, and cost analysis and may negotiate price and service elements during the term of the contract.

Price Guarantee Period:

The manufacturer or distributor cost schedule (as submitted on the cost schedule) shall remain in effect for at least one (1) year from the date the NASPO VALUEPOINT master agreement goes into effect. The authorized dealer installation cost schedule pricing shall not increase for at least one (1) year from the date the NASPO VALUEPOINT master agreement goes into effect. Individual States may evaluate and negotiate installation products and services cost based on their needs and evaluation policies and/or preference.

Price Adjustment Process:

Price Escalations - Floorcovering Cost Schedule: The manufacturer or distributor may update the pricing on their price list one time every 12 months after the first year original price guarantee period. The NASPO VALUEPOINT master agreement administrator and the State's purchasing agent responsible for floorcovering contract management will review a documented request for a price list adjustment only after the price guarantee period as defined in section 1.15 of this RFP.

The requested increase shall be based upon a documented cost increase to the manufacturer or distributor that is directly correlated to the price of the products on the manufacturer or distributor's price list that are covered under the master agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation and nationwide notice of price adjustment.

Price Escalations - Installation Cost Schedule: The authorized dealer may update the installation pricing on their price list one time every 12 months after the first year original price guarantee term. The State's purchasing agent responsible for floorcovering contract management will review a documented request for an installation price list adjustment only after the price guarantee period as defined in section 1.15 of this RFP. The requested increase shall be based upon a documented cost increase to the authorized dealer that is directly correlated to the price of the products and services on the installation price list that are covered under the master agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation.

The State's purchasing agent responsible for floorcovering contract management shall determine whether the requested installation price increase is approved. They may decide that an alternate option is in the best interest of the participating entities.

The price increase requests for both floorcovering and installation services must be made at least 60 days prior to the effective date, and shall not go into effect until a master agreement amendment has been fully executed. Any approved price adjustments will carry a price guarantee period of 12 months and be effective on the date of the master agreement amendment.

No retroactive price adjustments will be allowed for price adjustments.

Price Reductions:

In the event of a price decrease in any category of product at any time during the master agreement the NASPO VALUEPOINT master agreement administrator shall be notified immediately. All price reductions shall be effective upon the notification provided to the NASPO VALUEPOINT master agreement administrator.

Governing Laws and Regulations:

This master agreement is managed by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code.

The laws of the State of Utah will govern all master agreements unless the manufacturer(s) or distributor(s) and participating entity agree in a participating addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

Choice of Law, Jurisdiction and Venue:

The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. This paragraph shall not supersede any provision related to a purchasing entity outside the State of Utah.

Usage Reporting and Administrative Fee Requirements:

The Contractor shall pay to the NASPO ValuePoint Cooperative Purchasing Organization, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 (sixty) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the master agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO VALUEPOINT using the NASPO VALUEPOINT Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO VALUEPOINT Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO VALUEPOINT Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report

Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO VALUEPOINT shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO VALUEPOINT shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

Contract Standard Terms and Conditions:

The master agreement include, but will not be limited to, the Terms and Conditions for WSCA Solicitations master agreement terms and conditions (Attachment A), the Terms and Conditions – State

Cooperative Contract 16 Feb 2014(Final) State of Utah additional terms and conditions (Attachment B) and any additional terms and conditions specific to NASPO VALUEPOINT participating addendums for participating entities. The NASPO VALUEPOINT master agreement terms and conditions (Attachment A) apply to participating states, local governments, and nonprofit entities where authorized. States desiring to use this master agreement in furtherance of cooperative agreement authority with federal agencies will address federal terms and conditions in their participating addendum or require federal agencies and contractors to include requisite terms and conditions in their orders.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

If negotiations are required, contractor must provide all documents in WORD format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this solicitation is subject to successful contract terms and conditions negotiation (if required). The State of Utah, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to the contractor.

Freight Terms:

The contracted supplier(s) shall offer to ship products F.O.B. Destination; freight prepaid to each State.

Responsibility for Freight Cost and Transit Risk:

F.O.B Destination, freight prepaid

Seller – Pays freight charges

Seller – Bears freight charges and selects carrier

Seller – Owns goods in transit

Seller – Files claims (if any)

The contracted supplier is responsible for filing and expediting all freight claims with carriers. The contracted supplier shall pay title and risk loss or damage charges.

Product Line and Authorized Dealer Additions and Updates:

During the term of the contract, contracted suppliers may submit a request to update the awarded product line (within the scope) as products are introduced or removed from the market. Product updates may only be requested one time per year. The master agreement administrator (Contract Administrator) in conjunction with the Sourcing Team will evaluate requests and update the contract offering via written amendment as appropriate. The contracted supplier shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure and be within the same price range as was used for products falling into the same product category on the approved price list. New products submitted as a request for addition to the offering must meet or exceed all the original specifications and minimum requirements.

During the term of the contract, contracted supplier's may submit a request to update the authorized dealer list as authorized dealers are added or removed. Some States may limit the frequency of authorized dealer updates. The manufacturer or distributor shall ensure that any new authorized dealers to be added are willing, capable, and able to comply with all mandatory requirements and terms and conditions. The manufacturer or distributor will submit to the Contract Administrator a revised Authorized Dealer List for the applicable State that includes both the mandatory requirements tab and the cost schedule tab for approval. The purchasing agent responsible for management of floorcovering contracts in the applicable State shall determine if the State is interested in doing business with any new authorized dealers.

Right to Publish:

Throughout the duration of this master agreement term, offerors, distributors, and manufacturer's and/or their authorized dealers must secure from the NASPO VALUEPOINT master agreement administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the master agreement. The offeror, distributor, manufacturer and/or its authorized dealer shall not make any representations of NASPO VALUEPOINT's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this master agreement without prior written consent of the NASPO VALUEPOINT master agreement administrator. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the master agreement for cause.

Changes in Representation:

The contracted supplier must notify the NASPO ValuePoint master agreement administrator of changes in the contracted supplier's key administrative personnel, in advance and in writing and upon approval by the NASPO ValuePoint master agreement administrator. The NASPO ValuePoint master agreement administrator reserves the right to require a change in contracted supplier(s) representatives if the assigned representative(s) is not, in the opinion of the NASPO ValuePoint master agreement administrator, meeting the terms and conditions of the contract.

News Releases:

News releases or other public disclosure of information pertaining to this master agreement or participating addendums may not be published without the prior written permission of the State of Utah Contract Administrator.

State Seal Use:

The Utah Great Seal Rule states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by offerors or interested parties.

Dedicated Website:

The Contracted Supplier(s) must maintain a contract website for each participating entity. The purpose of this website is to inform end users of the individual State programs under any subsequent participating addendum. Such contract websites shall, at a minimum, contain:

- a. Product offerings and options, this includes, but is not limited to product literature, specifications, photo(s), product number, backing options, warranty, and maintenance instructions for each product.
- b. A detailed contact list including direct contact name, address, and phone number of authorized dealers within the participating State's that are authorized to service the contract.
- c. The contracted supplier and/or its authorized dealer must make the website available within 90 days after signing a participating addendum.

Warranty Offering:

Products that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, travel, and installation) throughout the warranty period. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the participating entity. This process is to ensure sufficient lead-time for ordering products and scheduling installation during the entire warranty period.

A copy of the manufacturer's standard warranty and Warranty Offering for each product category is included as an attachment.

Insurance Requirement:

This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

The Contracted Supplier's or its authorized dealers who perform installation services or subcontract for installation services shall procure and maintain insurance which shall protect the Contracted Supplier and/or authorized dealer and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contracted Supplier's authorized dealer or representative shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized dealer is required to maintain the following insurance coverage's during the term of the NASPO ValuePoint Master Agreement:

- 1) Statutory Workers' Compensation Insurance and Employers' Liability Insurance providing benefits and not less than one million dollars (\$1,000,000). The Best's rating requirements are waived for coverage provided by the Workers' Compensation Fund. The Contractor shall require all Subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.
- 2) Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this Contract), and personal injury, including employees with limits of not less than one million dollars (\$1,000,000) each occurrence, and not less than three million dollars (\$3,000,000) general aggregate and three million dollars (\$3,000,000) products/completed operations aggregate. Aggregate limit shall be designated as applying to this Contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this Contract are covered.
- 3) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than one million dollars (\$1,000,000) any one accident or loss.

Within 30 days of contract award, the Contracted Supplier and/or Authorized Dealer must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

Delivery Requirements:

Unless otherwise noted on a purchase order the Contracted Supplier and/or Authorized Dealer offering floorcovering products must comply with the following delivery requirements. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. The Contracted Supplier or Authorized Dealer must provide the purchasing entity a quote that includes all applicable product costs, installation fees, and other fees. The purchase order implies approval and agreement of all costs and fees.

Delivery Methods:

Drop Ship – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination. Purchase order shall state the delivery instructions. This type of delivery will not include any installation. Purchasing entity to bear all risks for installation. Purchasing entity will order direct from the manufacturer.

Inside Delivery – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No installation is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees. Purchasing entity bears all risks for installation. Purchasing entity will order direct from the manufacturer.

Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Installation/Full Service – Products will be delivered, unloaded, and installed according to a purchase order and to a move-in ready condition incorporating all Installation of Product Mandatory Requirements stated in this solicitation. Purchase order shall state the installation instructions and fees. Additional installation requirements shall be included in Step 2 of the solicitation process.

a. Delivery of goods shall be made to any location specified on the purchase order. These locations may include, but are not limited to, standard education buildings, high-rise buildings, receiving docks, and staging areas. Purchasing entities reserve the right to combine purchase order totals to calculate

the volume discount. Floor materials and sundries to be delivered to the job site in original sealed packages or containers, clearly marked with the manufacturer's name or brand, type, color, production run number, and date of manufacture.

- b. It shall be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, and install floorcovering ordered from any product category offered.
- c. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials and excess product from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity for the participating State shall not be used.
- d. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- e. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. Products must be stored in weather tight and dry storage facility protected from handling, water, temperature, or other types of risk of damage.
- f. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item.
- g. In the event emergency or rush delivery is required as the result of an manufacturer or Authorized Dealer's error; all shipping and handling charges shall be paid by the Contracted Supplier including all charges for shipping and handling to Alaska and Hawaii.
- h. The acceptance of and completion of installation with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the participating addendum or project agreement, if delivery is delayed more than ten (10) calendar days beyond the delivery terms, the purchasing entity may impose a penalty equal to 3% of total project cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the purchasing entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery.

Damage and/or Incorrect Product:

- a. Damaged or Incorrect Product shall be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity as soon as the damage or incorrect product is noticed. Materials delivered with damage, distortion, or opened prior to installation may be rejected at the discretion of the purchasing entity.

- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a 45-day time frame, or as noted on the purchase order, acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- d. For F.O.B Destination, freight prepaid shipments, the Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii shall pay additional shipping and handling charges for the shipment of replacement products.

Product Manuals:

Upon request, an owner's manual shall be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manual shall contain complete recommended maintenance and cleaning instructions, and specifications.

Contract and Usage Report Administrator:

The Contracted Supplier shall provide a dedicated Contract Administrator to manage compliance with the scope and terms and conditions for this contract. The following Information, at a minimum, regarding the Contract Administrator shall be provided:

Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting contract.

The contract administrator shall attend, and travel at their expense, an annual meeting with the master agreement administrator and sourcing team members to provide information regarding the contract. The following information to be provided by the contract administrator:

- a. Total contract purchases.
- b. Total contract purchases by product category.
- c. Total contract purchases by State.

- d. Total contract purchases by State by product category.
- e. Report on quality issues if applicable.
- f. New product introductions and market trends.
- g. Website traffic and offerings.
- h. Updates on authorized dealers.
- i. Marketing and other resources available.

The Contracted Supplier shall also provide a Usage Report Administrator responsible for the quarterly sales reporting described in Section 1.17 Usage Reporting Requirement. The following Information, at a minimum, regarding the Contract Administrator shall be provided:

Usage Report Administrator Contact Information/Contract Administrator:

Ray Dunn, Contract Administrator

Address	311 Smith Industrial Blvd.
City, State Zip Code	Dalton, GA 30721
Telephone	(770) 363-2849
Fax	(770) 218-1954
Email	<u>rdunn@tandus-centiva.com</u>

Contract Representative:

- a. The Contracted Supplier or Authorized Dealer must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday in their respective time zones.
- c. Customer Service Representative will respond to inquiries within one business day.
- d. The Contracted Supplier or authorized dealer must provide Installation Services for the applicable categories.
- e. Purchasing entities shall have the option of ordering through the manufacturer direct or through the authorized dealer network. The specific process and methods shall be negotiated and clearly described in the participating addendum process.

Installation Services:

These mandatory minimum requirements apply to any and all installation projects. In addition to these installation services mandatory minimum requirements, the contracted supplier must also agree to the mandatory minimum requirements stated in the Hard Surface Installation Specification and/or Carpet Installation Specification, which are more specific to the type of product being installed, which will be introduced in Step 2 of this multi-phase RFP process.

The Contracted Supplier or Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer shall make restitution, as agreed upon by the parties.

- a. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect product upon discovery.
- c. The Purchasing Entity shall incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error.
- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.
- f. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.
- g. A punch list written by the Contracted Supplier and the Purchasing Entity shall be created consisting of a listing of any missing, incorrect, or damaged items approved and signed by the purchasing entity after issues are resolved.
- h. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a vacuuming of carpet or broom sweeping of solid surface flooring if necessary, and any other cleaning required for the move-in condition.
- i. The Contracted Supplier or Authorized Dealer shall be fully responsible for the product to be completely installed by the agreed upon timeframe of the Purchasing Entity.

j. Installation crews are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The purchasing entity is not responsible for tools left at the job site.

Customer Service:

Contractor has agreed to provide the following customer service during the course of the master agreement term.

Provide product representation and sales support to participating entities.

Prompt notification to the participating entities of changes to the representative contact information.

Track and respond to issues and concerns from both your Authorized Dealers and the purchasing entity.

In the event of a natural disaster or other emergency event that would cause a facility to be unusable, emergency floorcovering replacement that includes a shortened lead-time.

Firm:

The contractor has agreed to provide the following services to participating entities and end users of this master agreement.

A description of the marketing plan including a description of how the contractor will market the NASPO ValuePoint Cooperative Organization brand in nationwide and/or regional advertising as well as other marketing strategies for this contract is provided as an attachment to this master agreement.

The contractor has an escalation management plan for product, customer service, and/or warranty issues, including contact information.

The contractor has an environmental sustainability program including, but not limited to, measurements that are employed, reported, and third party certification programs.

Authorized Dealers:

Contractor has agreed to provide the following authorized dealer management services.

The contractor has agreed to measure an authorized dealers' performance in the area of customer service satisfaction.

The contractor has agreed to measure an authorized dealers' performance in the areas of sales and marketing.

The contractor has a policy for revoking a dealership from an authorized dealer for issues related to customer service, lack of inventory, poor design or installation service, late deliveries, or other authorized dealer performance related issues.

The contractor has agreed to support and assist an authorized dealer in improving their performance and have a corrective action process.

The contractor has agreed to track and respond to issues, including warranty claims, and concerns from authorized dealers and from participating entities.

All Authorized Dealers on Authorized Dealer Lists for installation services, customer service, and sales services must be willing, able, and capable of compliance with all applicable mandatory requirements, terms and conditions, and specifications stated in the multi-phase solicitation. Authorized Dealer Lists contain Installation Cost Schedules in one of two formats. Format 1 – Individual Dealer Cost: Installation Cost Schedules may be unique to each dealer. Format 2 – Standard (Ceiling) Cost: Installation Cost Schedules are standard for all Dealers in a State or County. The cost provided is a ceiling (maximum) cost that dealers may quote or invoice for installation products and services. . It is the responsibility of the contractors to provide all the mandatory requirements, terms and conditions, and specifications to the authorized dealers. Manufacturers and Distributors shall not include any authorized dealers on the Authorized Dealer List by State that are not willing, able, and capable of compliance with all mandatory requirements. There is no limit to the number of dealers submitted for a State.

The individual States will evaluate the installation costs and other factors in their selection process during the participating addendum process. Individual States may negotiate Installation Costs during the Participating Addendum process. Travel costs may be determined by individual State travel reimbursement policies.

NASPO ValuePoint Floorcovering and Related Services

MA2280 Tandus Centiva US LLC

Attachment C Pricing Information

Cost schedules titled MA2280 Tandus Centiva Carpet Cost Schedule Western, Eastern, Midwest, and Southern are incorporated by reference.

ATTACHMENT D: NASPO ValuePoint Solicitation Documents

Request for Proposal – WSCA-NASPO Floorcovering and Installation Services

TO15003



The State of Utah
Division of Purchasing and General Services

In conjunction with



Request for Proposals

Utah Solicitation Number TO15003

WSCA-NASPO
Floorcovering and Installation Services – Step One

ATTACHMENT D: NASPO ValuePoint Solicitation Documents

Request for Proposal - WSCA-NASPO Floorcovering and Installation Services

T015003

SECTION 1: SOLICITATION GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This is the first step in a multi-phase RFP process. The purpose of this multi-phase request for proposal is to enter into master agreements with qualified firms to provide carpet and hard surface floorcovering and related services including all customer service, installation, design and sales services on behalf of the State of Utah and the WSCA-NASPO Cooperative Purchasing Program. It is anticipated that this RFP may result in a contract award to multiple Manufacturers or Distributors of floorcovering products along with their Authorized Dealers for each State. The RFP process has been determined to be the appropriate procurement method to provide the best value on this requirement. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. The products and services resulting from the award of these master agreements will be available to all qualified entities including State agencies, Cities, Counties, Higher Education, K-12, Federal Agencies, Non-Profits, as well as other political subdivisions on an as needed basis under the same terms and conditions including pricing that is agreed to in the master agreement(s) or participating addendums.

Step One: This solicitation will allow floorcovering manufacturers and distributors the opportunity to prequalify. All offerors who are successful in the prequalification phase will be eligible to complete in Step Two.

Step Two: Only those offerors who passed the first step will be invited to compete in the Second Step. This phase of the solicitation process will include 4 sequential solicitations by region. Offerors who passed the Step One may respond to any or all 4 of the regional solicitations. An offeror responding to a region in this step of the RFP process must cover an entire geographic region. The Manufacturer or Distributor's authorized dealers will provide the required products and services to qualified participating entities. Offerors will be asked to submit Authorized Dealer packets and pricing for products that meet the product specifications.

The following 2 product categories and the associated subcategories are included in the Second Step of this RFP.

Product Category 1: Carpet
Modular Carpet (carpet tiles)
6' Broadloom
12' Broadloom

Product Category 2: Hard Surface Flooring
Luxury Vinyl Tile (LVT)

Vinyl Composition Tile (VCT)
Sheet Goods
Rubber Flooring

Step Two of the multi-phase RFP process will require that offerors also provide a list of authorized dealers that are willing, able, and capable of complying with all mandatory minimum requirements, terms and conditions, and providing the following services.

- **Sales Services:** Staff to respond to interested parties and trained to assess project requirements for accurate quoting, make product recommendations, and provide product samples.
- **Customer Service:** Staff to answer inquiries, coordinate sales appointments, assist with warranty claims, invoicing questions, and other related customer service issues.
- **Installation Services:** Qualified and trained staff to provide installation services.
- **Warranty Services:** Qualified and trained staff to provide warranty claim assistance.

1.2 RFP OBJECTIVE

The WSCA-NASPO master agreement(s) that will result from this multi-phase RFP process will be new. Some entities that are qualified to participate currently have contracts for floorcovering that will be replaced by the master agreement(s). While some qualified entities may elect to immediately transition to the new WSCA-NASPO master agreements, other qualified entities may choose to move to those agreements following the expiration of their current contracts. In some instances, it is also possible that qualified entities would elect to continue utilizing their current contracts while still executing a participating addendum with the manufacturers or distributors that are awarded contracts as a result of this RFP. Each qualified entity has the option to choose which contracted supplier(s) and may limit product categories or services offered during the execution of the participating addendum.

It is important to note that each participating entity has its own policy regarding contract usage; however, in many cases contract usage is mandatory for State agencies and voluntary for Cities, Counties, and political subdivisions. In addition, it is common for sales volumes to Cities, Counties, and political subdivisions to exceed the sales volume to State entities.

The objective of this RFP is to obtain deeper price discounts than are obtainable by an individual State or local government entity. The discounts are based on the overall collective volume of potential annual purchases by the numerous State and local

government entities. The savings realized by the manufacturer or distributor in managing one comprehensive WSCA-NASPO master agreement rather than numerous State and local contracts should result in the most attractive discounts available in the marketplace.

The RFP process will be done regionally in 4 separate solicitations. Attachment TO15003 Region Map delineates each region.

1.3 WSCA-NASPO BACKGROUND INFORMATION

WSCA-NASPO is a cooperative purchasing program of all 50 states, the District of Columbia and the organized US territories. The WSCA-NASPO Cooperative Purchasing Organization is a subsidiary of the National Association of State Procurement Officials (NASPO) that helps administer the program. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites www.wsca-naspo.org and www.naspo.org

1.4 ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # TO15003. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in 63G-6a-103(30), RFP, or Request for Proposals, as defined in 63G-6a-103(38) and the procurement shall be conducted subject to the provisions of 63G-6a-701-711.

1.5 WSCA-NASPO CONTRACT ADMINISTRATOR

The State of Utah is the lead State and WSCA-NASPO contract administrator as that term is used in the WSCA-NASPO master agreement terms and conditions. The procurement manager (designated by WSCA-NASPO and the State of Utah, Division of Purchasing and General Services is:

Terri O'Toole
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Suite 3150

Salt Lake City, UT 84114-1061
Email: totoole@utah.gov
Phone: (801) 538-3147
Fax: (801) 538-3882

1.6 QUESTION AND ANSWER PROCESS

All questions **MUST** be submitted through BIDS SYNC (www.bidsync.com) prior to closing date and time for questions. Questions submitted through any other channel will not be answered. Questions may be answered as they come in or may be compiled into one document and answered via an addendum. Only answers disseminated by the State through the BidSync system or through an authorized and properly issued addendum shall serve as the official and binding position of the State. Answers provided via BidSync will constitute an addendum to the solicitation.

Notification to the State of any ambiguity, inconsistency, excessively restrictive requirements, and errors in the solicitation documents, solicitation questions, or exceptions to the scope/content of the RFP **MUST** be submitted as a question through BidSync during the solicitation process and prior to the closing date of time for questions.

1.7 ADDENDA

The lead state accepts no responsibility for a prospective offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective offeror to monitor the Bid Sync website to obtain RFP addenda or other information relating to the RFP.

Offerors are encouraged to periodically check BidSync for posted questions, answers and addenda.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to this solicitation which has as its basis any communications or information received from sources other than this solicitation or related official addenda could be considered non-responsive and be rejected at the sole discretion of the State.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference session will be held on Tuesday, Jan. 13, 2015 at 10:00 am MST at the Utah State Archives Building located at 346 South Rio Grande Street, Salt Lake City, Utah 84101. Attendance at the conference is optional but highly recommended.

A detailed explanation of the entire multi-phase process will be presented.

We will answer questions during the pre-proposal conference to the best of our ability; however, any revisions to the solicitation document information are only valid when done in writing as an addendum in Bid Sync. It is highly recommended that someone from your firm attend this meeting.

1.9 PROPOSAL SUBMITTAL

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

Revisions, if any, and all written questions and the State's answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective offerors. Offerors must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Offerors are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier's registration information on BidSync. The State of Utah accepts no responsibility for a prospective offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective offeror to obtain the information provided through BidSync.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration and deemed as non-responsive.

Each offeror must submit a proposal packet electronically through Bid Sync.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the State of Utah is unable to view certain documents. Therefore, you **MAY NOT submit** documents that are **embedded (zip files), movies, wmp, and mp3 files**. All documents must be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the

BidSync site.

Offerors are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync. Incorrect or missing vendor registration information may result in failure to receive notification from BidSync regarding this procurement.

Cost will be evaluated in the Step Two of this multi-phase solicitation. No cost information is requested in Step One. Do not submit cost information in Step One.

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an "exception", offerors agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be submitted in Microsoft Word or Excel, labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be Arial font size 12. Offeror responses that are limited to a specified number of pages are referring to single sided pages. As an example, a response that is limited to a document that is no more than two pages long may be submitted on one double sided page, but not two double sided pages.

All proposal contents become the property of the State of Utah. All proposal content is proprietary during the proposal evaluation process. Upon master agreement award, the successful offerors' proposals will be open to public inspection, by request, with the exception of any proposal content that is deemed protected per Section 1.17.

All costs incurred in the preparation and submission of a proposal is the responsibility of the Offeror and will not be reimbursed.

All costs related to the preparation of offeror responses and any related activities are the sole responsibility of the offeror. The State of Utah assumes no liability for any costs incurred by offerors throughout the evaluation and selection process.

Refer to the Request for Proposal – Instructions and General Provisions for further information on proposal submissions.

1.10 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. Utah Procurement Code Link: <http://le.utah.gov/~code/FTITL63G/63G06a.htm>

The laws of the State of Utah will govern all master agreements that result from this procurement unless the manufacturer(s) or distributor(s) and participating entity agree in a participating addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

1.11 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this solicitation until a contractor is selected and the selection is announced, offerors are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the procurement officer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

1.12 PARTICIPATING STATES AND HISTORICAL USAGE

The WSCA-NASPO Cooperative Purchasing Organization's management board approved the release of this solicitation including representatives from all four regions.

1.13 TERM OF MASTER AGREEMENT

The master agreement resulting from this solicitation will be for a period of five (5) years with no renewal options for additional years. Pursuant to Utah Code Annotated §63G-6a-1204(7) any contract resulting from this RFP may not exceed a period of five years.

The State of Utah reserves the right to review master agreement(s) on a regular basis regarding contractor performance, market conditions, and cost analysis and may negotiate price and service elements during the term of the contract.

1.14 USAGE REPORTING REQUIREMENTS AND ADMINISTRATIVE FEES

To be eligible for award, the Offeror agrees to pay a WSCA-NASPO Administrative Fee.

Offerors shall identify the person responsible for providing the mandatory usage reports (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 (sixty) days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the master agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such

agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

1.15 STANDARD CONTRACT TERMS AND CONDITIONS

Any master agreement resulting from this RFP will include, but will not be limited to, the WSCA-NASPO master agreement terms and conditions (Attachment B), the State of Utah additional terms and conditions (Attachment A) and any additional terms and conditions specific to WSCA-NASPO participating addendums for participating entities.

The WSCA-NASPO master agreement terms and conditions (Attachment B) apply to participating states, local governments, and nonprofit entities where authorized. States desiring to use this master agreement in furtherance of cooperative agreement authority with federal agencies will address federal terms and conditions in their participating addendum or require federal agencies and contractors to include requisite terms and conditions in their orders.

Exceptions and or additions to the State's Standard Terms and Conditions (Attachment A) are strongly discouraged. Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

If negotiations are required, contractor must provide all documents in WORD format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State of Utah, at its sole discretion, will determine when

contract terms and conditions negotiations become unproductive and will result in termination of award to the contractor.

1.16 INTERVIEWS AND PRESENTATIONS

Interviews and presentations may be held at the option of the State. Offerors invited to interviews or presentations shall be limited to those offerors meeting the minimum requirements specified in the RFP.

Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.

The procurement officer shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

1.17 PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
 - (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;**
- * * * * *
- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must identify all protected information in the proposal response and submit a redacted copy of the proposal response at the same time offeror submits its proposal response. The redacted copy of the offeror’s proposal response must be submitted in compliance with this section of this RFP.

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State’s option.

Protected Information. All protected/proprietary information must be identified in the proposal response, by completing the Claim of Business Confidentiality form located at: <http://www.purchasing.utah.gov/vendorinformation.html>

If offeror’s proposal response contains protected/proprietary information then offeror must submit a redacted copy of the proposal response at the same time offeror submits its proposal response. The redacted copy of the offeror’s proposal response must be submitted in compliance with the other sections of this RFP.

Offeror acknowledges that its proposal response or redacted copy will be made public upon the State’s receipt of a GRAMA request. Offeror will not be notified of any GRAMA request made to the State for offeror’s proposal

response. If offeror submits a redacted copy then the State will respond to a GRAMA request for offeror's proposal response with offeror's redacted copy. However, if offeror fails to submit a redacted copy then the State will respond to a GRAMA request with offeror's proposal response, which will result in offeror's protected/proprietary information, if any, being made public. Contractor acknowledges that notations in the header, footer or watermark of the proposal response will not be considered sufficient to constitute a request for non-disclosure of protected/proprietary information.

1.18 PROPOSAL OFFER FIRM

By signature (electronic or otherwise) and submission of a proposal, the person signing verifies that they are authorized to submit the proposal and bind the firm to provide the products/services in the proposal and potential master agreement.

1.19 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services and/or WSCA-NASPO determines such action to be in the best interest of the State of Utah and/or WSCA-NASPO.

1.20 RIGHT TO ACCEPT ALL OR PORTION

We reserve the right to accept all or a portion of an offerors' proposal. Unless otherwise specified in the solicitation, the lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the offeror expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the offeror so restricts its proposal, the Lead State may consider the offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and WSCA-NASPO. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the offeror ineligible for further evaluation.

1.21 RIGHT TO PUBLISH

Throughout the duration of this procurement process and master agreement term, offerors, distributors, and manufacturer's and/or their authorized dealers must secure from the WSCA-NASPO master agreement administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the master agreement. The offeror, distributor, manufacturer and/or its authorized dealer shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this master agreement without prior written consent of the WSCA-NASPO master agreement administrator. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the master agreement for cause.

1.22 CHANGES IN REPRESENTATIONS

The contracted supplier must notify the WSCA-NASPO master agreement administrator of changes in the contracted supplier's key administrative personnel, in advance and in writing and upon approval by the WSCA-NASPO master agreement administrator. The WSCA-NASPO master agreement administrator reserves the right to require a change in contracted supplier(s) representatives if the assigned representative(s) is not, in the opinion of the WSCA-NASPO master agreement administrator, meeting the terms and conditions of the contract.

1.23 NEW RELEASES

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

1.24 STATE SEAL USE

The Utah Great Seal Rule states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by offerors or interested parties.

1.25 RIGHT TO WAIVE

The State of Utah reserves the right to waive any informality or technicality in any proposal.

1.26 GLOSSARY

Authorized Representative: An individual with the authority to legally bind the offeror to the terms and conditions of the Master Agreement (s) established as a result of this RFP. This individual must have the authority and ability to accurately reflect the ability of the offeror to meet the requirements detailed in this RFP.

Authorized Dealer: A qualified firm that has been designated by the Manufacturer or Distributor as authorized to sell products and perform services under the resulting Master Agreement(s). The authorized dealers, working as agents of the contracted supplier, are required to comply with all the same mandatory minimum requirements as the contracted supplier (manufacturer/distributor).

Bid Sync: The electronic procurement website utilized for this solicitation located at www.bidsync.com.

Carpet: Heavy fabric used to cover floor and made from variety of fibers.

Carpet America Recovery Effort (CARE): C.A.R.E. is a joint industry and government effort to increase the amount of recycling and reuse of post-consumer carpet and reduce the amount of waste carpet going to landfills.

Carpet & Rug Institute (CRI): Based in Dalton, Georgia, the CRI is a nonprofit trade association representing the manufacturers of more than 95 percent of all carpet made in the United States, as well as their suppliers and service providers. CRI coordinates with other segments of the industry—distributors, retailers, and installers—to help increase consumers' satisfaction with carpet and to show them how carpet creates a better environment. CRI is the best source of general technical information about carpet.

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and terms and conditions for this contract.

Contracted Supplier: A manufacturer of floorcovering and its authorized dealers that has been awarded a master agreement as a result of this procurement. A distributor and its authorized dealers that has been awarded a master agreement as a result of this procurement.

Environmentally Preferable Products (EPP): EPP is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

Lead State: The lead State is the State, with its representative, that has been chosen by WSCA-NASPO to provide leadership and conduct the procurement according to their States' procurement code and policies.

Mandatory Minimum Requirements: Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

Modular Tile: Carpet manufactured in squares or rectangles generally 18" x 18" squares cut from 6' wide or broadloom carpet. Sizes may also be 36" x 36", 36" x 18" or 24" x 24."

Offeror: A firm that submits a proposal.

Participating Addendum: Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions. A Participating Addendum must be executed by any State that decides to adopt a WSCA-NASPO contract.

A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.

Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA-NASPO) through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that

ATTACHMENT D: NASPO ValuePoint Solicitation Documents
Request for Proposal – WSCA-NASPO Floorcovering and Installation Services

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may be unique to their State.

The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State: For the purposes of this procurement a participating States is a State that signs a participating addendum.

Procurement Manager: The lead State's dedicated point of contact responsible for carrying out the procurement process in conjunction with the designated sourcing team and WSCA-NASPO coordinator. The WSCA-NASPO Contract Administrator.

Purchasing Entity: Term used in the WSCA-NASPO Master Agreement Terms and Conditions to refer to any end-user in a participating State that is eligible to use the Master Agreement(s) through the participating addendum, including but not limited to State agencies, Cities, Counties, Higher Education, K-12, Non-Profits, as well as other political subdivisions.

Qualified Entity: An entity that is eligible to use the Master Agreement(s). States desiring to use this master agreement in furtherance of cooperative agreement authority with Federal agencies will address federal terms and conditions in their participating addendum or require federal agencies and contractors to include requisite terms and conditions in their orders.

Six-foot Broadloom: Carpet tufted or woven in 6' width is available in both attached cushion or hardback.

Sourcing Team: The group of procurement professionals representing various State's that have been chosen by WSCA-NASPO to provide guidance and assistance in the procurement process and evaluation of offers.

Twelve-foot Broadloom: Carpet tufted or woven in 12' width is available in both attached cushion or hardback.

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section 1.17 Usage Reporting Requirement.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of floorcovering products to be delivered at one time or over a specified period.

WSCA/NASPO: WSCA-NASPO Cooperative Purchasing Program. See www.aboutwsca.org for more information.

SECTION 2: MANDATORY MINIMUM REQUIREMENTS

2.1 GENERAL INFORMATION

This section contains mandatory minimum requirements that must be met in order for a proposal to be considered for the Second Step of this multi-phase RFP process. All of the items described in this section are non-negotiable and apply to all types of products and services covered in the scope of this solicitation and offered by the manufacturer, distributor, and their authorized dealers. All offerors express their willingness and ability to satisfy these requirements by submitting an offer for consideration. Each offeror must submit and agree to compliance with the entire Section 2 by completing attachment TO15003 Firm Name Section 2 according to the instructions provided. By submitting a proposal your firm is confirming that it is willing, able, and capable of complying with all Section 2 requirements. A disqualification due to your firm not meeting mandatory minimum requirements can occur at any time in the process that the non-compliance is discovered. We reserve the right to request and receive at any time, documentation supporting compliance to any of the requirements. Please note that additional mandatory requirements will be introduced in Step 2. Those offerors successful in this step of the solicitation process will be invited to compete in Step Two where they will submit pricing for products and submit authorized dealer packets.

MANUFACTURER AND AUTHORIZED DEALER MANDATORY REQUIREMENTS

2.2 DEDICATED WEBSITE

The Contracted Supplier(s) must maintain a contract website for each participating entity. The purpose of this website is to inform end users of the individual State programs under any subsequent participating addendum. Such contract websites shall, at a minimum, contain:

- a. Product offerings and options, this includes, but is not limited to product literature, specifications, photo(s), product number, backing options, warranty, and maintenance instructions for each product.
- b. A detailed contact list including direct contact name, address, and phone number of authorized dealers within the participating State's that are authorized to service the contract.
- c. The contracted supplier and/or its authorized dealer must make the website available within 90 days after signing a participating addendum.

Offeror Response: For a-c above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.3 WARRANTY

The Contracted Supplier must submit their standard product warranty for carpet and/or hard surface products covered in the scope of this solicitation. Additional mandatory

minimum warranty requirements may be stated in Step 2 of the solicitation process for each product category offered.

- a. Products that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, travel, and installation) throughout the warranty period. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the participating entity. This process is to ensure sufficient lead-time for ordering products and scheduling installation during the entire warranty period.
- b. Submit a copy of the manufacturer's standard warranty for each product category.

Offeror Response: For a-b above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document. In addition, offeror must submit standard warranties for all products as a separate document titled TO15003 Firm's Name Warranty.

2.4 GEOGRAPHIC COVERAGE

If your firm is successful in this step of the solicitation process, your firm will be eligible to compete in Step Two. When responding in Step Two to a region, the offeror shall provide pricing for one or both of the product categories and all services listed to the entire region and all of the eligible States within that region. Eligible States consist of the 50 States and the District of Columbia. An offeror responding to Step 2 of this RFP process must cover all States in their entirety for the region.

- a. Indicate which regions on attachment TO15003 Firm Name Section 2, if your firm is eligible to respond to Step 2 of this solicitation process, your firm will respond to.

Offeror Response: For a above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document for each region listed.

2.5 INSURANCE REQUIREMENT

This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

The Contracted Supplier's or its authorized dealers who perform installation services or subcontract for installation services shall procure and maintain insurance which shall protect the Contracted Supplier and/or authorized dealer and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contracted Supplier's authorized dealer or representative shall procure and maintain the insurance policies described below at their own expense and shall furnish

to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized dealer is required to maintain the following insurance coverage's during the term of the WSCA Master Agreement:

- 1) Statutory Workers' Compensation Insurance and Employers' Liability Insurance providing benefits and not less than one million dollars (\$1,000,000). The Best's rating requirements are waived for coverage provided by the Workers' Compensation Fund. The Contractor shall require all Subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.
- 2) Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this Contract), and personal injury, including employees with limits of not less than one million dollars (\$1,000,000) each occurrence, and not less than three million dollars (\$3,000,000) general aggregate and three million dollars (\$3,000,000) products/completed operations aggregate. Aggregate limit shall be designated as applying to this Contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this Contract are covered.
- 3) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles with limits not less than one million dollars (\$1,000,000) any one accident or loss.

Within 30 days of contract award, the Contracted Supplier and/or Authorized Dealer

must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

Offeror Response: For 2.5 above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document indicating that their firm is capable of meeting insurance requirements of participating States.

2.6 DELIVERY

Unless otherwise noted on a purchase order the Contracted Supplier and/or Authorized Dealer offering floorcovering products must comply with the following delivery requirements. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. The Contracted Supplier or Authorized Dealer must provide the purchasing entity a quote that includes all applicable product costs, installation fees, and other fees. The purchase order implies approval and agreement of all costs and fees.

Delivery Methods:

Drop Ship – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination. Purchase order shall state the delivery instructions. This type of delivery will not include any installation. Purchasing entity to bear all risks for installation. Purchasing entity will order direct from the manufacturer.

Inside Delivery – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No installation is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees. Purchasing entity bears all risks for installation. Purchasing entity will order direct from the manufacturer.

Liftgate Service – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

Installation/Full Service – Products will be delivered, unloaded, and installed according to a purchase order and to a move-in ready condition incorporating all Installation of Product Mandatory Requirements stated in this solicitation. Purchase order shall state the installation instructions and fees. Additional installation requirements shall be included in Step 2 of the solicitation process.

- a. Delivery of goods shall be made to any location specified on the purchase order. These locations may include, but are not limited to, standard education buildings, high-rise buildings, receiving docks, and staging areas. Purchasing entities reserve the right to combine purchase order totals to calculate the volume discount. Floor materials and sundries to be delivered to the job site in original sealed packages or containers, clearly marked with the manufacturer's name or brand, type, color, production run number, and date of manufacture.
- b. It shall be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, and install floorcovering ordered from any product category offered.
- c. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials and excess product from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity for the participating State shall not be used.
- d. Under no circumstances will Purchasing Entity personnel assist with unloading product.
- e. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. Products must be stored in weather tight and dry storage facility protected from handling, water, temperature, or other types of risk of damage.
- f. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

- g. In the event emergency or rush delivery is required as the result of an manufacturer or Authorized Dealer's error; all shipping and handling charges shall be paid by the Contracted Supplier including all charges for shipping and handling to Alaska and Hawaii.
- h. The acceptance of and completion of installation with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the participating addendum or project agreement, if delivery is delayed more than ten (10) calendar days beyond the delivery terms, the purchasing entity may impose a penalty equal to 3% of total project cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the purchasing entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery.

Offeror Response: For delivery types and a-h above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document indicating that they can provide the delivery types and a-h above.

2.7 DAMAGE AND/OR INCORRECT PRODUCT

- a. Damaged or Incorrect Product shall be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity as soon as the damage or incorrect product is noticed. Materials delivered with damage, distortion, or opened prior to installation may be rejected at the discretion of the purchasing entity.
- b. The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a 45-day time frame, or as noted on the purchase order, acceptable to the Purchasing Entity.
- c. The Contracted Supplier or their Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- d. For F.O.B Destination, freight prepaid shipments, the Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
- e. The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii shall pay additional shipping and handling charges for the shipment of

replacement products.

Offeror Response: For a-g above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.8 PRODUCT MANUALS

Upon request, an owner's manual shall be supplied for all procured products. Manuals may be available via the Contracted Supplier's website. The manual shall contain complete recommended maintenance and cleaning instructions, and specifications.

Offeror Response: For 2.8 above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.9 CONTRACT AND USAGE REPORT ADMINISTRATOR

The Contracted Supplier shall provide a dedicated Contract Administrator to manage compliance with the scope and terms and conditions for this contract. The following information, at a minimum, regarding the Contract Administrator shall be provided:

- a. Administrator's resume including contact information and number of years' experience in the education furniture industry.
- b. Confirmation that the manufacturer Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting contract.

The contract administrator shall attend, and travel at their expense, an annual meeting with the master agreement administrator and sourcing team members to provide information regarding the contract. The following information to be provided by the contract administrator:

- a. Total contract purchases.
- b. Total contract purchases by product category.
- c. Total contract purchases by State.
- d. Total contract purchases by State by product category.
- e. Report on quality issues if applicable.
- f. New product introductions and market trends.
- g. Website traffic and offerings.
- h. Updates on authorized dealers.
- i. Marketing and other resources available.

The Contracted Supplier shall also provide a Usage Report Administrator responsible for the quarterly sales reporting described in Section 1.17 Usage Reporting Requirement. The following information, at a minimum, regarding the Contract Administrator shall be provided:

- a. Usage Report Administrator contact information.

Offeror Response: For Contract Administrator b above, Contract Administrator Annual Meeting a-i above, and the Contract Usage Report Administrator a above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document. In addition the offeror must submit a Contract Administrator resume' and contact information and Usage Report Administrator contract information.

2.10 CONTRACT REPRESENTATIVE

- a. The Contracted Supplier or Authorized Dealer must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday in their respective time zones.
- c. Customer Service Representative will respond to inquiries within one business day.
- d. The Contracted Supplier or authorized dealer must provide Installation Services for the applicable categories.
- e. Purchasing entities shall have the option of ordering through the manufacturer direct or through the authorized dealer network. The specific process and methods shall be negotiated and clearly described in the participating addendum process.

Offeror Response: For a-e above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.11 INSTALLATION SERVICES

These mandatory minimum requirements apply to any and all installation projects. In addition to these installation services mandatory minimum requirements, the contracted supplier must also agree to the mandatory minimum requirements stated in the Hard Surface Installation Specification and/or Carpet Installation Specification, which are more specific to the type of product being installed, which will be introduced in Step 2 of this multi-phase RFP process.

The Contracted Supplier or Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer shall make restitution, as agreed upon by the parties.

- a. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect product upon discovery.
- c. The Purchasing Entity shall incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error.

ATTACHMENT D: NASPO ValuePoint Solicitation Documents

Request for Proposal – WSCA-NASPO Floorcovering and Installation Services

TO15003

- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.
- f. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Purchasing Entity's project manager.
- g. A punch list written by the Contracted Supplier and the Purchasing Entity shall be created consisting of a listing of any missing, incorrect, or damaged items approved and signed by the purchasing entity after issues are resolved.
- h. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a vacuuming of carpet or broom sweeping of solid surface flooring if necessary, and any other cleaning required for the move-in condition.
- i. The Contracted Supplier or Authorized Dealer shall be fully responsible for the product to be completely installed by the agreed upon timeframe of the Purchasing Entity.
- j. Installation crews are responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. The purchasing entity is not responsible for tools left at the job site.

Offeror Response: For a-j above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.12 CUSTOMER SERVICE

- a. Does your firm provide product representation and sales support to participating entities?
- b. Does your firm commit to prompt notification to the participating entities of changes to the representative contact information?
- c. Does your firm track and respond to issues and concerns from both your Authorized Dealers and the purchasing entity?
- d. Does your firm offer, in the event of a natural disaster or other emergency event that would cause a facility to be unusable, emergency floorcovering replacement that includes a shortened lead-time?

Offeror Response: For a-d above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

2.13 FIRM

- a. Does your firm have a marketing plan to implement the contract including having single point of contact to perform and manage all aspects of this contract?
Describe the marketing plan including a description of how you would market the WSCA-NASPO Cooperative Organization brand in nationwide and/or regional advertising as well as other marketing strategies for this contract. Each responsive and responsible proposal's marketing plan will be scored by the evaluation committee members using a range of 1-5. The total score for each proposal will be an average of the evaluation committee member's total score. The scores will allow offerors who pass Step One to garner the following points to carry over into Step Two. 1 = 10 points, 2 = 20 points, 3 = 30 points, 4 = 40 points, 5 = 50 points.
- b. Does your firm have an escalation management plan for product, customer service, and/or warranty issues, including contact information?
- c. Does your firm have an environmental sustainability program including, but not limited to, measurements that are employed, reported, and third party certification programs?

Offeror Response: For a-c above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document. For a. above offeror must submit a separate document describing the marketing plan as instructed.

2.14 AUTHORIZED DEALER RELATIONSHIPS

- a. Does your firm measure an authorized dealers' performance in the area of customer service satisfaction?

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- b. Does your firm measure an authorized dealers' performance in the areas of sales and marketing?
- c. Does your firm have a policy for revoking a dealership from an authorized dealer for issues related to customer service, lack of inventory, poor design or installation service, late deliveries, or other authorized dealer performance related issues?
- d. Does your firm support and assist an authorized dealer in improving their performance and have a corrective action process?
- e. Does your firm track and respond to issues, including warranty claims, and concerns from your authorized dealers and from participating entities? Describe the process required to report a warranty claim. Describe the process to report a service issue with an authorized dealer.

Offeror Response: For a-e above, the offeror must provide a single yes or no answer on the TO15003 Firm Name Section 2 document.

SECTION 3: EVALUATION PROCESS

3.1 GENERAL INFORMATION

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by the contract administrator and sourcing team members. Only those proposals that pass the administrative requirements will be evaluated further. It is anticipated that Step One of this multi-phase RFP may result in multiple proposals that are eligible for Step Two of the multi-phase RFP process. All firms that pass the administrative requirements and earn a pass for all 4 line items of the evaluation process will be eligible to compete in Step Two of this multi-phase RFP process.

3.2 ADMINISTRATIVE REQUIREMENTS COMPLIANCE

Each proposal will be evaluated for compliance with the following administrative requirements. Any proposal(s) that does not pass any of these requirements will be deemed non-responsive and will not be further evaluated, and will not be eligible to compete in Step Two.

1. Proposal received by the due date and time posted in Bid Sync. Proposals received after the due date and time will not be considered and will be deemed as non-responsive. There are no exceptions to this rule.
2. Complete packet received. The contract administrator will ensure that each proposal contains a document for each required item listed in the Proposal Checklist in Section 3.3. Any proposal that passes the administrative requirements will be further evaluated by the sourcing team. If it is discovered during the scoring process that the content of a proposal revealed a non-compliance with any of the requirements of this RFP then that/those proposal(s) will be deemed non-responsive and not further considered for evaluation.
3. Submittal of a proposal by an offeror is considered agreement to all mandatory minimum requirements stated in any section of the RFP document.
 - a. Section 2: Mandatory Minimum Requirements are agreed to with no exceptions.

Compliance Factor	Criteria	Determination
Administrative Requirements	Timely Receipt of Proposal	Pass or Fail
Administrative Requirements	Complete Proposal Packet	Pass or Fail
Mandatory Requirements	Mandatory requirements Compliance	Pass or Fail

3.3 PROPOSAL CHECKLIST

This checklist is intended to serve as a reminder to submit all the requested information. Full instructions are contained within the RFP documents and must be followed. Title the documents as described. This will allow the evaluators to efficiently find the information needed for evaluation purposes.

Proposal Checklist

Required Documentation: A response to Section 2 Mandatory Minimum Requirements – submit attachment TO15003 Your Firm's Name completed according to instructions.

- ✓ Document Title: TO15003 Your Firm's Name Section 2 (Example: TO15003 ABC Company Section 2)

Required Documentation: Submit your standard warranty as required in TO15003 Floorcovering SOW Section 2.3.

- ✓ Document Title: TO15003 Your Firm's Name Warranty Document (Example: TO15003 ABC Company Warranty)

Required Documentation: Submit Contract Administrator Resume' and contact information and Usage Report Administrator contact information as required in TO15003 Floorcovering SOW Section 2.9.

- ✓ Document Title: TO15003 Your Firm's Name Administrator (Example: TO15003 ABC Company Section 3)

Required Documentation: Submit your marketing plan as required in TO15003 Floorcovering SOW Section 2.13.

- ✓ Document Title: TO15003 Your Firm's Name Marketing Plan (Example: TO15003 ABC Company Marketing Plan)

Optional Documentation: Protected Information. See Section 1.17 Protected Information for more instructions. If your proposal contains protected information you must submit 2 proposals. A full proposal containing all information for evaluation purposes, and a redacted proposal omitting protected information. Redacted proposals shall contain the word REDACTED in the document titles. When and if the State receives GRAMMA requests, it will respond by releasing a redacted proposal. It is the responsibility of the offeror to ensure that the redacted copy does not contain protected information.

- ✓ Document Title: TO15003 Your Firm's Name REDACTED Proposal (Example: TO15003 ABC Company REDACTED Proposal)

Documentation: Potential Conflicts of Interest. Offeror must identify any conflict, or potential conflict of interest, that might arise during the course of the project. If no conflicts are expected, include a statement to that effect in the Proposal.

- ✓ Document Title: TO15003 Your Firm's Name COI (Example: TO15003 ABC Company COI)

Documentation: Exceptions and Additions to the Standard Terms and Conditions. Proposed exceptions and additions to the Standard Terms and Conditions **must** be submitted in Step One of this multi-phase solicitation. Offeror must submit a redline document in Word format identifying the proposed exceptions to the RFP terms and conditions with the proposal submission for review and evaluation purposes. Website URLs, or information on website URLs may not be requested in the RFP document and may not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations of the terms and conditions in the proposal response.

If there are no exceptions and additions to the Standard Terms and Conditions, indicate "None" in this section.

- ✓ Document Title: TO15003 Your Firm's Name Exceptions (Example: TO15003 ABC Company Exceptions)

3.4 EVALUATION PROCESS

All proposals that pass the Section 3.2 Administrative Requirements Compliance will be evaluated to determine that offerors are capable, willing, and able to comply with all mandatory minimum requirements.

- TO15003 Firm Name Section 2 Review: Proposals that earn a Pass for all line items on TO15003 Firm Name Section 2 will earn a Pass for Part 1 of the evaluation process.

- TO15003 Firm Name Warranty Review: Proposal packets that include warranty documents for all carpet and/or hard surface products will earn a pass for Part 2 of the evaluation process.
- TO15003 Firm Name Administrator Review: Proposal packets that include an administrator resume' and contact information and Usage Report Administrator contact information will earn a pass for Part 3 of the evaluation process.
- TO15003 Firm Name Marketing Plan: Proposal packets that include a marketing plan as instructed will earn a pass for Part 4 of the evaluation process. Each marketing plan will be scored on a range of 1-5 by each evaluation committee member. The total score for each proposal will be an average of the evaluation committee member's total score. The scores will allow offerors who pass Step One to garner the following points to carry over into Step Two: 1 = 10 points, 2 = 20 points, 3 = 30 points, 4 = 40 points, 5 = 50 points.

Score will be assigned as follows:

1 = Poor

2 = Fair

3 = Average

4 = Above Average

5 = Superior

3.5 AWARD PROCESS

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

All proposals that passed the administrative requirements and earn a pass for all 4 line items of the evaluation process will be invited to compete in Step Two of the multi-phase RFP process.

Administrative Requirements	Pass/Fail
Timely Receipt of Proposal	
Complete Proposal Packet	
Evaluation Process	Pass/Fail
TO15003 Firm Name Section 2 Review	
TO15003 Firm Name Warranty Review	
TO15003 Firm Name Administrator Review	
TO15003 Firm Name Marketing Plan	

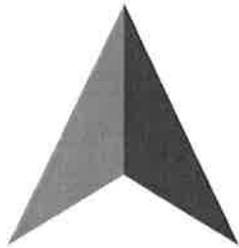
Request for Proposal – WSCA-NASPO Floorcovering and Installation Services

T015003



The State of Utah
Division of Purchasing and General Services

In conjunction with



NASPO

ValuePoint

formerly WSCA-NASPO

Request for Proposals

Utah Solicitation Number TO15004 Step Two

**NASPO ValuePoint Master Agreement for
Floorcovering and Installation Services**

SECTION 1: SOLICITATION GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

This is Step Two of a Multi-Phase RFP Process. Only those firms who were successful in Step One are invited to respond to this solicitation. Step Two of this process will include all States.

The purpose of this request for proposal is to enter into master agreements with qualified firms to provide carpet and hard surface floorcovering and related services including all warranty service, customer service, installation services, design services, and sales services on behalf of the State of Utah and the NASPO ValuePoint Cooperative Purchasing Program. It is anticipated that this RFP may result in a contract award to multiple Manufacturers, Distributors, and their associated authorized dealers. An offeror responding to this RFP must cover each State in its entirety. The Manufacturer or Distributor's authorized dealers must provide the required products and services to qualified participating entities. The RFP process has been determined to be the appropriate procurement method to provide the best value on this requirement. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The products and services resulting from the award of these master agreements will be available to all qualified entities including State agencies, Cities, Counties, Higher Education, K-12, Federal Agencies, Non-Profits, as well as other political subdivisions on an as needed basis under the same terms and conditions including pricing that is agreed to in the master agreement(s) or participating addendums.

Each participating entity has the option to select the authorized dealers they choose to do business with. The participating entity has no obligation to select all awarded authorized dealers. It is at the sole discretion of the participating entity which authorized dealers they select to sign a participating addendum with.

Each participating entity will select the authorized dealer(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. Each participating entity will make their selection of authorized dealer(s) based on their own needs and selection process and criteria. It is at the sole discretion of the participating entity as to which authorized dealer(s) they choose to do business with and the process they use to make the selection.

The offerors (manufacturers and distributors) responding to this solicitation must ensure that the authorized dealer list contains dealers that are willing, able, and aware of all the mandatory requirements contained in the entire multi-phase RFP process, which includes Step One and Step Two.

Each participating entity has the option to select one or both product categories or services from the resulting master agreement(s) during the execution of the participating addendum process. It is at the sole discretion of the participating entity which product categories they select to include in their offering. Each participating entity has the option to select one or any of the manufacturers or distributors of carpet or hard surface flooring. It is at the sole discretion of the participating entity which manufacturers and/or distributors they include in their offering.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the participating addendum process. Any additional incremental discounts or reduced cost available to a participating entity, if offered, may be provided at the discretion and as the sole legal obligation of the manufacturer or distributor or their authorized dealer to the participating entity and negotiated during the participating addendum process. Contracted suppliers may offer additional volume discounting or lower prices at any time to purchasing entities for special projects taking into consideration a project size, scope, type, or other considerations at the sole discretion and as the sole legal obligation of the manufacturer, authorized dealer, or distributor.

The resulting master agreement will be awarded with the understanding and agreement that it is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources when necessary. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposals must be succinct, concise, and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposals are not acceptable.

Offerors may respond to one or both of the products categories. The following 2 product categories and the associated subcategories are included in this RFP.

Product Category 1: Carpet

- Modular Carpet (carpet tiles)
- 6' Broadloom (+ or – 2 feet)
- 12' Broadloom (+ or – 2 feet)

Product Category 2: Hard Surface Flooring

- Sheet Vinyl
- Sheet & Tile Linoleum

Vinyl Composition Tile (VCT)
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)
Rubber Flooring

This solicitation requires that offerors also provide a list of authorized dealers that are willing, able, and capable of complying with all mandatory requirements and terms and conditions stated in this multi-phase solicitation and will provide the following services.

- **Sales Services:** Staff to respond to interested parties and trained to assess project requirements for accurate quoting, make product recommendations, and provide product samples.
- **Customer Service:** Staff to answer inquiries, coordinate sales appointments, resolve warranty claims, resolve invoicing issues, and other related customer service issues.
- **Installation Services:** Qualified and trained staff to provide installation services according to all mandatory requirements.
- **Warranty Services:** Qualified and trained staff to provide warranty claim assistance.

1.2 RFP OBJECTIVE

The NASPO VALUEPOINT master agreement(s) that will result from this RFP process will be new. Some entities that are qualified to participate currently have contracts for floorcovering that will be replaced by the master agreement(s). While some qualified entities may elect to immediately transition to the new NASPO VALUEPOINT master agreements, other qualified entities may choose to move to those agreements following the expiration of their current contracts. In some instances, it is also possible that qualified entities would elect to continue utilizing their current contracts while still executing a participating addendum with the manufacturers or distributors that are awarded contracts as a result of this RFP. Each qualified entity has the option to choose which contracted supplier(s) and may limit product categories or services offered during the execution of the participating addendum.

It is important to note that each participating entity has its own policy regarding contract usage; however, in many cases contract usage is mandatory for State agencies and voluntary for Cities, Counties, and political subdivisions. In addition, it is common for sales volumes to Cities, Counties, and political subdivisions to exceed the sales volume to State entities.

The objective of this RFP is to obtain deeper price discounts than are obtainable by an individual State or local government entity. The discounts are based on the overall collective volume of potential annual purchases by the numerous State and local government entities. The savings realized by the manufacturer or distributor in

managing one comprehensive NASPO VALUEPOINT master agreement rather than numerous State and local contracts should result in the most attractive discounts available in the marketplace.

The purpose of this solicitation is to select an offeror(s) who can offer the products and services to all States. Offeror(s) must be willing and able to supply the State in its entirety with both product and services.

1.3 NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO VALUEPOINT is a cooperative purchasing program of all 50 states, the District of Columbia and the organized US territories. The NASPO VALUEPOINT Cooperative Purchasing Organization is a subsidiary of the National Association of State Procurement Officials (NASPO) that helps administer the program. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites [www.NASPO ValuePoint.org](http://www.NASPOValuePoint.org) and www.naspo.org.

1.4 ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # TO15004. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in 63G-6a-103(30), RFP, or Request for Proposals, as defined in 63G-6a-103(38) and the procurement shall be conducted subject to the provisions of 63G-6a-701-711.

1.5 NASPO VALUEPOINT CONTRACT ADMINISTRATOR

The State of Utah is the lead State and NASPO VALUEPOINT contract administrator as that term is used in the NASPO VALUEPOINT master agreement terms and conditions. The procurement manager (designated by NASPO VALUEPOINT and the State of Utah, Division of Purchasing and General Services) is:

Terri O'Toole
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Suite 3150
Salt Lake City, UT 84114-1061
Email: totoole@utah.gov
Phone: (801) 538-3147

Fax: (801) 538-3882

1.6 QUESTION AND ANSWER PROCESS

All questions **MUST** be submitted through BIDSYNC (www.bidsync.com) prior to closing date and time for questions. Questions submitted through any other channel will not be answered. Questions may be answered as they come in or may be compiled into one document and answered via an addendum. Only answers disseminated by the State through the BidSync system or through an authorized and properly issued addendum shall serve as the official and binding position of the State. Answers provided via BidSync will constitute an addendum to the solicitation.

Notification to the State of any ambiguity, inconsistency, excessively restrictive requirements, and errors in the solicitation documents, solicitation questions, or exceptions to the scope/content of the RFP **MUST** be submitted as a question through BidSync during the solicitation process and prior to the closing date of time for questions.

1.7 ADDENDA

The lead state accepts no responsibility for a prospective offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective offeror to monitor the Bid Sync website to obtain RFP addenda or other information relating to the RFP.

Offerors are encouraged to periodically check BidSync for posted questions, answers and addenda.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to this solicitation which has as its basis any communications or information received from sources other than this solicitation or related official addenda could be considered non-responsive and be rejected at the sole discretion of the State.

1.8 PRE-PROPOSAL CONFERENCE

No Pre-proposal conference will be held for Step Two.

1.9 PROPOSAL SUBMITTAL

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

Revisions, if any, and all written questions and the State's answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective offerors. Offerors must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Offerors are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier's registration information on BidSync. The State of Utah accepts no responsibility for a prospective offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective offeror to obtain the information provided through BidSync.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration and deemed as non-responsive.

Each offeror must submit a proposal packet electronically through Bid Sync with the cost schedule portion on a separate document labeled 'Cost Schedule'.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the State of Utah is unable to view certain documents. Therefore, you **MAY NOT submit** documents that are **embedded (zip files), movies, wmp, and mp3 files**. All documents must be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the BidSync site.

Offerors are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync. Incorrect or missing vendor registration information may result in failure to receive notification from BidSync regarding this procurement.

Failure to submit cost in the format requested may result in your proposal being determined non-responsive. Do not submit your proposal in pdf format.

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an "exception", offerors agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be submitted in Microsoft Word or Excel, labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be Arial font size 12. Offeror responses that are limited to a specified number of pages are

referring to single sided pages. As an example, a response that is limited to a document that is no more than two pages long may be submitted on one double sided page, but not two double sided pages.

All proposal contents become the property of the State of Utah. All proposal content is proprietary during the proposal evaluation process. Upon master agreement award, the successful offerors' proposals will be open to public inspection, by request, with the exception of any proposal content that is deemed protected per Section 1.20.

All costs incurred in the preparation and submission of a proposal is the responsibility of the Offeror and will not be reimbursed.

All costs related to the preparation of offeror responses and any related activities are the sole responsibility of the offeror. The State of Utah assumes no liability for any costs incurred by offerors throughout the evaluation and selection process.

Refer to the Request for Proposal – Instructions and General Provisions for further information on proposal submissions.

1.10 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. Utah Procurement Code Link: <http://le.utah.gov/~code/FTITL63G/63G06a.htm>

The laws of the State of Utah will govern all master agreements that result from this procurement unless the manufacturer(s) or distributor(s) and participating entity agree in a participating addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

1.11 CHOICE OF LAW, SOLICITATION JURISDICTION, AND VENUE

The provisions of this solicitation and all matters, including any dispute or protest, in regard to this solicitation that occur prior to the full execution of any contract resulting from this solicitation, shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this solicitation or any matter related thereto prior to the full execution of the contract. Venue for said dispute or protest shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. The provisions of the Utah Procurement Code, Title 63G, Chapter 6a, and Utah Administrative Code Rules R33 must be met in regard to any protest. The substantially successful party, including any intervening parties, shall be entitled to their reasonable attorney fees and costs being paid by the substantially unsuccessful party(ies). This paragraph shall not supersede any provision related to a purchasing entity outside the State of Utah.

1.12 CHOICE OF LAW, CONTRACT JURISDICTION, AND VENUE

The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute

arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. This paragraph shall not supersede any provision related to a purchasing entity outside the State of Utah.

1.13 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this solicitation until a contractor is selected and the selection is announced, offerors are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the procurement officer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

1.14 PARTICIPATING STATES AND HISTORICAL USAGE

States and entities may potentially sign on after the award process. State-specific terms and conditions that will govern each State's participating addendum will be addressed during the participating addendum process. This is not a requirements contract, nor is any minimum or maximum level of sales volume guaranteed or implied.

1.15 TERM OF MASTER AGREEMENT

The master agreement resulting from this solicitation will be for a period of five (5) years with no renewal options for additional years. Pursuant to Utah Code Annotated §63G-6a-1204(7) any contract resulting from this RFP may not exceed a period of five years.

The State of Utah reserves the right to review master agreement(s) on a regular basis regarding contractor performance, market conditions, and cost analysis and may negotiate price and service elements during the term of the contract.

1.16 PRICING STRUCTURE

Pricing for the NASPO VALUEPOINT Master Agreements shall be based on the following:

Goods: A list of products and applicable cost shall be offered on the cost schedule for one or any subcategory of goods identified in the scope of work and reflected in the cost schedule for F.O.B Destination Freight Prepaid. All products ordered from the master agreement shall be delivered and installed as designated on the purchase order. Contracted suppliers may, at their discretion and at their sole legal obligation, offer lower cost to participating entities taking into consideration project size, type, or other considerations. Some States may require prevailing wages on projects.

Installation Services: Pricing for installation services shall be submitted, in the format provided.

1.17 PRICE GUARANTEE PERIOD

Price Guarantee Period: The manufacturer or distributor cost schedule (as submitted on the cost schedule) shall remain in effect for at least one (1) year from the date the

NASPO VALUEPOINT master agreement goes into effect. The authorized dealer installation cost schedule pricing shall not increase for at least one (1) year from the date the NASPO VALUEPOINT master agreement goes into effect. Individual States may evaluate and negotiate installation products and services cost based on their needs and evaluation policies and/or preference.

1.18 PRICE ESCALATION

Floorcovering Cost Schedule: The manufacturer or distributor may update the pricing on their price list one time every 12 months after the first year original price guarantee period. The NASPO VALUEPOINT master agreement administrator and the State's purchasing agent responsible for floorcovering contract management will review a documented request for a price list adjustment only after the price guarantee period as defined in section 1.15 of this RFP.

The requested increase shall be based upon a documented cost increase to the manufacturer or distributor that is directly correlated to the price of the products on the manufacturer or distributor's price list that are covered under the master agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation and nationwide notice of price adjustment.

Installation Cost Schedule: The authorized dealer may update the installation pricing on their price list one time every 12 months after the first year original price guarantee term. The State's purchasing agent responsible for floorcovering contract management will review a documented request for an installation price list adjustment only after the price guarantee period as defined in section 1.15 of this RFP. The requested increase shall be based upon a documented cost increase to the authorized dealer that is directly correlated to the price of the products and services on the installation price list that are covered under the master agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation.

The State's purchasing agent responsible for floorcovering contract management shall determine whether the requested installation price increase is approved. They may decide that an alternate option is in the best interest of the participating entities. The price increase requests for both floorcovering and installation services must be made at least 60 days prior to the effective date, and shall not go into effect until a master agreement amendment has been fully executed. Any approved price adjustments will carry a price guarantee period of 12 months and be effective on the date of the master agreement amendment.

No retroactive price adjustments will be allowed for price adjustments.

1.19 PRICE REDUCTIONS

In the event of a price decrease in any category of product at any time during the

master agreement the NASPO VALUEPOINT master agreement administrator shall be notified immediately. All price reductions shall be effective upon the notification provided to the NASPO VALUEPOINT master agreement administrator.

1.20 USAGE REPORTING REQUIREMENTS AND ADMINISTRATIVE FEES

To be eligible for award, the Offeror agrees to pay a NASPO VALUEPOINT Administrative Fee.

Offerors shall identify the person responsible for providing the mandatory usage reports (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

a. The Contractor shall pay to the NASPO VALUEPOINT Cooperative Purchasing Organization, or its assignee, a NASPO VALUEPOINT Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 (sixty) days following the end of each calendar quarter. The NASPO VALUEPOINT Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the master agreement (less any charges for taxes or shipping). The NASPO VALUEPOINT Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO VALUEPOINT Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO VALUEPOINT reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO VALUEPOINT using the NASPO VALUEPOINT Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4)

Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO VALUEPOINT Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO VALUEPOINT Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO VALUEPOINT shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO VALUEPOINT shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

1.21 STANDARD CONTRACT TERMS AND CONDITIONS

Any master agreement resulting from this RFP will include, but will not be limited to, the NASPO VALUEPOINT standard master agreement terms and conditions, the State of Utah additional terms and conditions (Appendix A) and any additional terms and conditions specific to NASPO VALUEPOINT participating addendums for participating entities. The NASPO VALUEPOINT master agreement terms and conditions apply to participating states, local governments, and nonprofit entities where authorized. States desiring to use this master agreement in furtherance of cooperative agreement authority with federal agencies will address federal terms and conditions in their participating addendum or require federal agencies and contractors to include requisite terms and conditions in their orders.

Exceptions and or additions to the State's Standard Terms and Conditions are strongly discouraged. Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

If negotiations are required, contractor must provide all documents in WORD format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State of Utah, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to the contractor.

1.22 INTERVIEWS AND PRESENTATIONS

Interviews and presentations may be held at the option of the State. Offerors invited to interviews or presentations shall be limited to those offerors meeting the minimum requirements specified in the RFP.

Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.

The procurement officer shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

1.23 PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann.,

Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality [Subsection 63G-2-309(1)].
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must include all protected information in a separate document titled Section 7 Protected Information with the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no liability of the State of Utah or any of its agencies, officers, employees, or agents. A reference to protected information in the appropriate sections will allow the evaluator to access the protected information in Section 7. Section 7 Protected Information should be formatted in headings and subheadings that are congruent with the RFP document so that evaluators can easily, accurately, and efficiently find the appropriate information when evaluating proposals.

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

1.24 FREIGHT TERMS

The contracted supplier(s) shall offer to ship products F.O.B. Destination; freight prepaid to each State.

Responsibility for Freight Cost and Transit Risk:

F.O.B Destination, freight prepaid

Seller – Pays freight charges
Seller – Bears freight charges and selects carrier
Seller – Owns goods in transit
Seller – Files claims (if any)

The contracted supplier is responsible for filing and expediting all freight claims with carriers. The contracted supplier shall pay title and risk loss or damage charges.

1.25 PROPOSAL OFFER FIRM

By signature (electronic or otherwise) and submission of a proposal, the person signing verifies that they are authorized to submit the proposal and bind the offeror to provide the products/services in the proposal and potential master agreement.

1.26 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services and/or NASPO VALUEPOINT determines such action to be in the best interest of the State of Utah and/or NASPO VALUEPOINT.

1.27 RIGHT TO ACCEPT ALL OR PORTION

We reserve the right to accept all or a portion of an offerors' proposal. Unless otherwise specified in the solicitation, the lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the offeror expressly restricts

an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the offeror so restricts its proposal, the Lead State may consider the offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and NASPO VALUEPOINT. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the offeror ineligible for further evaluation.

1.28 PRODUCT LINE AND AUTHORIZED DEALER ADDITIONS AND UPDATES

During the term of the contract, contracted suppliers may submit a request to update the awarded product line (within the scope) as products are introduced or removed from the market. Product updates may only be requested one time per year. The master agreement administrator (Contract Administrator) in conjunction with the Sourcing Team will evaluate requests and update the contract offering via written amendment as appropriate. The contracted supplier shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure and be within the same price range as was used for products falling into the same product category on the approved price list. New products submitted as a request for addition to the offering must meet or exceed all the original specifications and minimum requirements.

During the term of the contract, contracted supplier's may submit a request to update the authorized dealer list as authorized dealers are added or removed. Some States may limit the frequency of authorized dealer updates. The manufacturer or distributor shall ensure that any new authorized dealers to be added are willing, capable, and able to comply with all mandatory requirements and terms and conditions. The manufacturer or distributor will submit to the Contract Administrator a revised Authorized Dealer List for the applicable State that includes both the mandatory requirements tab and the cost schedule tab for approval. The purchasing agent responsible for management of floorcovering contracts in the applicable State shall determine if the State is interested in doing business with any new authorized dealers.

1.29 RIGHT TO PUBLISH

Throughout the duration of this procurement process and master agreement term, offerors, distributors, and manufacturer's and/or their authorized dealers must secure from the NASPO VALUEPOINT master agreement administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the master agreement. The offeror, distributor, manufacturer and/or its authorized dealer shall not make any representations of NASPO VALUEPOINT's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this master agreement without prior written consent of the NASPO VALUEPOINT master agreement administrator. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the master agreement for cause.

1.30 CHANGES IN REPRESENTATIONS

The contracted supplier must notify the NASPO VALUEPOINT master agreement administrator of changes in the contracted supplier's key administrative personnel, in advance and in writing and upon approval by the NASPO VALUEPOINT master agreement administrator. The NASPO VALUEPOINT master agreement administrator reserves the right to require a change in contracted supplier(s) representatives if the assigned representative(s) is not, in the opinion of the NASPO VALUEPOINT master agreement administrator, meeting the terms and conditions of the contract.

1.31 NEW RELEASES

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

1.32 STATE SEAL USE

The Utah Great Seal Rule states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by offerors or interested parties.

1.33 RIGHT TO WAIVE

The State of Utah reserves the right to waive any informality or technicality in any proposal.

1.34 GLOSSARY

AATCC (American Association of Textile Chemists and Colorists): A widely recognized association whose work focuses on development of standards of testing dyed and chemically treated fibers and fabrics.

Abrasive Wear: Wear or texture change to an area of carpet that has been damaged by friction caused by rubbing or foot traffic.

Adhesive: A substance that is applied to a surface and dries to film capable of holding materials together by surface attachment.

ANSI: American National Standards Institute (ANSI) promotes and facilitates consensus standards and conformity assessment systems and safeguards their integrity. ANSI is also engaged in accrediting programs that assess conformance to standards, including globally recognized cross-sector programs such as ISO 9000 (quality) and ISO 14001 (environmental) management systems.

Antimicrobial Finish: Chemical treatment added to carpet or reduce growth of common bacteria, fungi, yeast, mold and mildew.

Antistatic Properties: Friction of the foot tread builds up static in low-humidity conditions Some nylon

fibers introduce a conductive filament in the yarn bundle to conduct or dissipate static charges from the human body.

Appearance Retention: Ability of a carpet to retain visual attraction throughout its expected life and is affected by things like the construction, aesthetic choices, performance features of the pile yarns and correct end use specification.

ASTM (The American Society for Testing and Materials): ASTM is a not-for-profit organization that provides a forum for the development and publication of voluntary consensus standards for materials, products, systems and services.

Authorized Representative: An individual with the authority to legally bind the offeror to the terms and conditions of the Master Agreement (s) established as a result of this RFP. This individual must have the authority and ability to accurately reflect the ability of the offeror to meet the requirements detailed in this RFP.

Authorized Dealer: A qualified firm that has been designated by the Manufacturer or Distributor as authorized to sell products and perform services under the resulting Master Agreement(s). The authorized dealers, working as agents or subcontractors of the contracted supplier, are required to comply with all the same mandatory minimum requirements and terms and conditions as the contracted supplier (manufacturer/distributor).

Authorized Dealer List: An authorized dealer list is a document that contains the dealer contact information and cost schedule for installation related services for each State and shall be maintained current by the manufacturer and/or distributor.

Back Coating: An adhesive compound applied for the purpose of locking pile yarn tufts into a carpet backing, bonding a secondary backing to a primary backing, increasing the fabric body or stiffness, and increasing dimensional stability.

Backing: Materials comprising the back of the carpet, as opposed to the carpet pile or face.

Backing Fabric: A fabric into which a pile yarn is inserted, or a reinforcing layer that is adhered to the reverse side of a fabric.

Backing (For fusion-bonded carpets): Backing material for fusion-bonded carpet is a system of layered vinyl or plastic compound and fiberglass scrim for dimensional stability.

Backing (For tufted carpets):

1. Primary backing—In tufting, a woven or nonwoven fabric in which the pile yarn is inserted by the tufting needles. Usually woven or nonwoven polypropylene for carpet. In the past woven jute was used.
2. Secondary backing—Fabric laminated to the back of carpet to reinforce and increase dimensional stability. Usually woven or nonwoven polypropylene.

Backing (For woven carpets): Backings of woven carpets are the “construction yarns” comprising chain warp, stuffer warp, and shot or fill, which are interwoven with the face yarn during carpet fabric formation.

Backing Systems (Attached cushion): Padding, such as foam rubber or polyurethane that is applied to the back of the primary carpet making it an integral part of the backing.

Backing Systems (Conventional backing): Carpet with a primary and secondary latex-laminated

woven or nonwoven fabric often referred to as Action-Bac.

Backing systems (PVC hard-backed or closed-cell PVC - polyvinyl chloride): Used mostly in carpet tile or 6' wide goods due to its weight and stiffness. PVC gives a stiff, stable backing with little cushioning but excellent tuft bind and stability.

Backing systems (Unitary): A single lamination of fabric backing with high rubber content latex or hot-melt resin compound for increased tuft bind. Used primarily with loop pile carpet.

Backing systems (Urethane - polyurethane): A polymeric resin applied by the carpet mill in the finishing process. In the heat and curing chamber it reacts and creates a foam-like texture. This backing encapsulates the yarn for extra tuft bind with a cushion attached.

Bid Sync: The electronic procurement website utilized for this solicitation located at www.bidsync.com.

Branded Fibers: First quality fiber and yarn backed by the manufacturing company to have special attributes and value.

Calcium Chloride: ASTM F1869 states that Calcium Chloride does not address all concrete safety concerns, manufacturers and installers agree that an industry-standard MVER of three pounds satisfied ASTM F 1869. At that point, it is safe to install floor covering over a concrete substrate.

California AB 2398- Carpet Stewardship Law: A California law passed in 2011 designed to increase the recycling rate of carpet in the state. The law assesses a \$.05 fee on every yard of carpet sold in the state. The funds go to support new recyclers and promote consumer awareness. This is the first (and only) Extended Producer Responsibility law for carpet in the US. Other states (WA, MN, and others) have legislation pending.

Carpet: Heavy fabric used to cover floor and made from variety of fibers.

Carpet America Recovery Effort (CARE): C.A.R.E. is a joint industry and government effort to increase the amount of recycling and reuse of post-consumer carpet and reduce the amount of waste carpet going to landfills.

Carpet & Rug Institute (CRI): Based in Dalton, Georgia, the CRI is a nonprofit trade association representing the manufacturers of more than 95 percent of all carpet made in the United States, as well as their suppliers and service providers. CRI coordinates with other segments of the industry—distributors, retailers, and installers—to help increase consumers' satisfaction with carpet and to show them how carpet creates a better environment. CRI is the best source of general technical information about carpet.

Change In Surface Appearance: Cumulative change in surface appearance between unexposed and exposed specimens due to crushing, loss of tuft definition, and matting.

Colorfastness: Ability of fiber to retain color when exposed to ultraviolet light wet or dry crocking and atmospheric conditions.

Commercial Match: Matching of colors with acceptable tolerance, or with color variation that is barely detectable to naked eye.

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and terms and conditions for this contract.