STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Mannington Mills dba Mannington Commercial with a principal place of business in Dalton, GA (the "Contractor") that the contract between them originally dated as of July 1, 2016, Participating Addendum No. 31720, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

The first paragraph of Section 3, of Attachment B, is hereby replaced as set forth below.

Pricing: Product offerings and complete details of product pricing applicable to which is maintained on-line at https://www.naspovaluepoint.org/portfolio/floorcovering-and-installation-2015-2020/

All other paragraphs of Section 3 remain in full force and effect.

II. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**MANNINGTON MILLS dba MANNINGTON COMMERCIAL**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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 $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 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.

15. 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.

16. 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 this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A. Non-Appropriation:** 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.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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.

B. Internal Controls: 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).

C. Mandatory Disclosures: In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT
PARTICIPATING ADDENDUM NO. 31720

Floorcovering and Installation

STATE OF UTAH NASPO VALUEPOINT MASTER AGREEMENT MA2279

MANNINGTON MILLS dba MANNINGTON COMMERCIAL

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 Mannington Mills dba Mannington Commercial 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 MA2279 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 MA2279

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 MA2279

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 # MA2279 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: MANNINGTON MILLS dba MANNINGTON COMMERCIAL-PA 31720
By: e-Signed by Michael J. Obuchowski on 2016-11-09 19:12:02 GMT	By: Kurt R Topp
Name:	Name: Kurt R. Topp
Title:	Title: Sr. Vice President Sales
Date:	Date: 8/2/2016

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	David Stinson
Address	PO Box 12281, Calhoun, GA30703
Telephone	804-580-0751
Fax	
E-mail	David_Stinson@Mannington.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 NASPO ValuePoint 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 Fulfilment 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.

   a. **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.

   b. **No Lease Agreements:** State Purchasers are prohibited from leasing under this Participating Addendum. This restriction is not applicable to Additional Purchasers.

   c. **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.

d. **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 21V.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. T**axes 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 # MA2282

STATE OF UTAH COOPERATIVE CONTRACT

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

Mannington Mills dba Mannington Commercial
Name

PO Box12281
Address

Calhoun GA 30703
City State Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person David Stinson Phone #804-580-0751 Email david_stinson@mannington.com
Vendor #VC0000148287 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

Harvey L McWhorter Jr 2/22/16
Contractor's signature Date

Harvey L McWhorter, Jr. Controller
Type or Print Name and Title

STATE

2/22/16
Director, Division of Purchasing Date

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

(Revision 13 November 2015)

CONTRACTOR	AL	AK	AZ	AR	CA	CO	CT	DE	DC	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MN

This chart indicates the specific States and Product Subcategories that were awarded. The vendor is listed in the first column on the left and the category and subcategories they were awarded in are listed below. The states are listed at the top of the chart in abbreviated form. If a vendor did not receive an award in at least one state in a specific subcategory then that subcategory was removed from the chart for that vendor.

Legend: ✓ = **Award**

▪ = **No Award**

MANNINGTON	AL	AK	AZ	AR	CA	CO	CT	DE	DC	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MN
MODULAR TILE																						
Type A Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type A Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type A Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12' BROADLOOM																						
Type A 12' Broadloom Severe	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SHEET VINYL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VINYL COMPOSITION TILE (VCT)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SOLID VINYL TILE / LUXURY VINYL TILE (LVT)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
RUBBER TILE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

MA	MI	MS	MO	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	PR	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Attachment A
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 Master Agreement term may be no more than 5 years unless approved by the Management Board. The Lead State will specify the Master Agreement term as approved by the Management Board.

The initial term of this Master Agreement is for (Enter Number of Years) years. This Master Agreement may be extended beyond the original contract period for (Enter Number of Renewals) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

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 (Enter the Number of Days) 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, 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.

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) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) 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, but not for claims arising from the State's sole negligence, 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 the Intellectual Property 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

Confirm the administrative fee associated with the contract. The template language includes the default fee of .25%. Revise the default fee as authorized by the Management Board.

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

Sourcing team will need to discuss what data elements will be required in the detailed sales reporting in relation to the elements to the standard WSCA-NASPO reporting template. Data columns should not be removed, but they can be hidden. Some data elements may not be available and will require interaction with the suppliers on creating the final reporting template for the detailed reports. Sourcing team will also need to discuss if any other reporting is needed and how data should be transmitted to lead state and WSCA-NASPO.

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 any special purposes which the Purchasing Entity has relied on the Contractor's skill or judgment, (c) the Product is suitable for recommended commercial flooring purposes associated with Contractor's Product category designations set forth by Contractor in the solicitation, (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. Contractor's product warranties, as included in the contract, apply to all products purchased under this contract.

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

Sourcing team will need to decide if the eMarket center will work for the type of service being solicited for and choose the appropriate language.

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with WSCA-NASPO to provide any unique information and ordering instructions that the Contractor would like the customer to have.

OR

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

The WSCA-NASPO Contract Administrator/Sourcing Team will decide how often the contractor should or is allowed to update products and pricing in the eMC. Insert the update timeframes in the bracketed portion of subsection 2b of the clause.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

The Lead State Contract Administrator and Sourcing Team will decide how often the contractor should validate that their punchout is accurate with products and pricing. Include those instructions in the bracketed portion of subsection 2b of the clause.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such

revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than [once per quarter]. The following conditions apply with respect to hosted catalogs:

The frequency in the bracketed phrase should be consistent with the timeframe specified in subsection 2a.

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

The Lead State Contract Administrator and Sourcing Team will decide the timeframe for updated pricing to go into effect. One month probably is too long for new products and/or pricing to go into effect.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and

responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(November 2014)

NASPO ValuePoint Floorcovering and Related Services
Mannington Mills
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; (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.

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 Suppler 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:

Usage Report Administrator

Emily Hurd

Senior Financial Accountant

Phone: 706.602.6325

Emily_Hurd@mannington.com

Contract Administrator Contact Information:

Contract Administrator

David Stinson

Mannington Commercial Government

Phone: 804.580.0751

David_Stinson@mannington.com

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 celling (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

MA2282 MANNINGTON

Attachment C Pricing Information

Cost schedules titled MA2282 Mannington Hard Surface Cost Schedule Eastern, Midwestern, Southern, and Western and MA2282 Mannington Carpet Cost Schedule Eastern, Midwestern, Southern, and Western are incorporated by reference.

The State of Utah
Division of Purchasing and General Services

In conjunction with

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

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

TO15003

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 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

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 REGULATONS

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

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 Section1.17 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.

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?

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	

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 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 REGULATONS

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.

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.

Cover/Coverage: These terms are used in conjunction with the authorized dealer's region, State, area for which they are willing, able, and capable to provide all of the products and services according to the requirements stated in this multi-phase solicitation.

CRI Green Label Plus: Using scientifically established standards, the Green Label Plus program symbolizes the carpet industry's commitment to a better environment for living, working, learning and healing. These enhanced programs set higher standards for IAQ and ensure that customers are purchasing the very lowest emitting products on the market.

Crockfastness: Ability to resist color transfer from surface of colored yarn or fabric to another surface, or to an adjacent area of same fabric, principally by dry rubbing.

Crushing: Collapsing of pile yarns, resulting in carpet matting and loss of resilience due to traffic. This form of carpet failure usually occurs in the areas of heaviest traffic. It is also called "matting" and "walking out."

Cushion-backed carpet: Carpet having a cushion, padding or underlay material as an integral part of its backing.

Cut and Loop Pile: Carpet whose face shows a pattern, either geometric or floral, made up of a combination of loop pile tufts and cut pile tufts

Cut Pile: A pile surface obtained by cutting the loops of yard in a tufted or woven carpet all tufts cut

Delamination: A form of deterioration of tufted carpet in which primary back separates from secondary back.

Denier: A scientific way of measuring different fibers or yarns using a numbering system in which the lower numbers represent the finer sizes and the higher numbers the coarser sizes.

Density: A way of measuring how close each tuft is in relation to the next tuft. Higher density carpet improves resistance to crushing and matting.

Dimensional Stability: Ability of carpet to retain its size and shape once installed.

Down-cycling: This term references any product that is not closed-looped recycled (back into the same product it originated from). Some refer to down cycling as open loop recycling.

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.

Face Weight: Total weight of face yarns in carpet.

Fiber: Fundamental material of carpet made from nylon, polyester, cotton, acrylics, wool, and recycled material.

Flammability: Procedures that have been developed for assessing flame resistance of carpets.

Foot Traffic Units: One foot traffic unit is measured as a person walking across a section of carpet, one time. A person entering and exiting a building is considered two foot traffics.

Foot Traffic according to Academy of Textile and Flooring *"Floor Covering Dictionary"* is as follows:

- **Light Traffic** – 400,000 traffics for the life of the carpet, could also include some directional traffic, but no tracked-in dirt (estimated ≤ 200 traffics per day)
- **Moderate Traffic** - In commercial environments, the presence of directional and some non-directional traffic patterns, some pivoting, little tracked-in dirt and some spillage. Moderate traffic is greater than 400,000 walk-ons or as much as 800,000 total traffics for the life of the carpet. (Estimated ≥ 200 and ≤ 400 traffics per day)
- **Heavy Traffic** – The term used to describe commercial environments where directional, non – directional, some rolling traffic, tracked-in dirt and spillage occur at a constantly high level. Heave traffic is greater than 800,000 walk-ons, up to 2,000,000 total traffics, for the life of the carpet. (Estimated ≥ 400 and ≤ 1200 traffics per day)
- **Severe Traffics** – In commercial environments where there is directional, non-directional, pivoting, tracked-in dirt, many spills and rolling traffic, foot load exceeds 2,000,000 total traffics over the life of the carpet. (Estimated ≥ 1200 traffics per day)

This specification specifies Moderate, Heavy and Severe Foot Traffics to establish performance specifications based on the end use of the facility.

Fusion-Bonded Tile: Yarns inserted between two backings layers, then split or cut down the middle to form two separate carpets simultaneously, Fusion Bond can only produce cut pile carpet.

Fuzzing or Peeling: Is the end result of poor penetration of latex through the fiber bundle of the tuft, poor yarn spinning, poor twisting, heat-setting, or improper maintenance allowing individual hairs of fibers to pull away from the bundle.

ISO 140: SF / ANSI 140: Sustainability Assessment for Carpet is the industry-Leading standard for sustainability evaluation and certification of carpet products across their entire life cycle.

Based on life-cycle assessment principles, NSF/ANSI 140 employs a point system to evaluate commercial carpet products against established prerequisite requirements, performance criteria and quantifiable metrics in six key areas:

- Public health and environment
- Energy and energy efficiency
- Bio-based, recycled content materials and environmentally preferable materials
- Manufacturing
- Reclamation and end-of-life management
- Innovation

ISO 14001: ISO 14001 is an internationally recognized standard for development and implementation of an environmental management system. Carpet Manufactures need to be third-party certified to ISO 14001.

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

LEED Certification: Leadership in Energy and Environmental Design is the US Green Building Council's

rating system for the design, construction, and operation of high-performance green buildings. Projects can qualify for one of four levels of LEED certification (Certified, Silver, Gold, or Platinum) by achieving a given number of point-based credits within the rating system.

There are different LEED Certifications that cover all types of buildings including Interiors, New Construction, Healthcare, Schools, and Existing Buildings: Operations Maintenance.

Level Loop: A carpet constructed where both ends of the loop is anchored into the backing. The pile loops are uncut, equal-length loops making a smooth and level surface.

Life Cycle Assessment (LCA): A system used to study, inventory and assess the full environmental impacts associated with a product or process. The scope of this analysis encompasses the entire life cycle from the extraction of raw materials to end-of-life management.

Lightfastness: Degree of resistance a dyed textile has to the color destroying influence of sunlight.

Loss of Tuft Definition: Bursting, opening, and untwisting of pile yarn and/or de-crimping of fibers in surface pile of the carpets pile yarns.

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.

Matting: This condition is normally associated with poor twist retention. The loss of pile definition of the carpets face fibers due to entanglement and compression of pile fibers.

Modification Ratio: The ratio between the circumference of the inner core of multi lobal fiber's cross section, and circumference of a circle drawn around outer edges of fibers cross sections' outer lobes or tips.

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."

MSDS: Material Safety Data Sheets. See www.msds.com for more information.

Multilevel Loop: A woven or tufted carpet style having tufts of varying pile heights, resulting in a sculptured appearance, pattern or subtle shading.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

Nylon: A thermoplastic used as a fiber in residential and commercial carpet. There are two common types of nylon (6 and 6,6) used in the manufacturing of carpet.

Nylon Type 6: Nylon 6 is made from one base ingredient, Caprolactam. Compared to Type 6,6 nylon, Type 6 nylon accepts dye at a faster rate. The more open molecular structure of Type 6 nylon allows dye stuffs (and stains) in more readily. Common spills and stains such as coffee, soda, foodstuffs and medicine will stain Type 6 nylon more readily than Type 6,6, whether solution dyed or conventionally dyed.

Nylon Type 6,6: Nylon 6.6 is made with two base chemical ingredients, adipic acid and hexamethylene diamine. Type 6,6 nylon has a tighter molecular structure, making it more resilient and more resistant to stains than Type 6 nylon. More than 60% of the commercial carpets in the U.S. specify Type 6,6 nylon.

Offeror: A firm that submits a proposal.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

Ozone fading: Fading of the carpets color caused by atmospheric contaminants of ozone.

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 NASPO VALUEPOINT 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 NASPO VALUEPOINT) through execution of Participating Addendums.

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

Pile: Visible surface of carpet, consisting of yarn tufts in loop, cut and loop or cut styles. Pile is often referred to as called face or nap.

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 NASPO VALUEPOINT coordinator.

Purchasing Entity: Term used in the NASPO VALUEPOINT 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.

Relative Humidity (RH) Testing: Testing of concrete slabs is defined as ratio of actual amount of water vapor present in volume of air at given temperature to maximum amount that air could hold at that

temperature, expressed as percentage. Relative Humidity test method covers quantitative determination of percent relative humidity in concrete slabs for field or laboratory tests. Moisture test results indicate moisture condition of slab only at time of test.

Resilience: Ability of a carpet to spring back to its original texture and thickness after being walked on or compressed by roller traffic or from the weight of furniture.

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

Soil Resistance: Ability of carpet fiber to resist dry soil and maintain its original appearance after intermittent or restorative cleanings.

Soiling: Occurs when dirt particles build up in carpet fibers.

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

Stain Resistance: Ability of carpet fiber to resist absorption of stain and maintain its original appearance. Stains differ from spots, stains either add color or remove color from the carpet fibers causing permanent damage. Spots are spills that do not stain the carpet and can be removed with proper cleaning steps.

Texture: Visual and tactile surface characteristics of carpet pile, including such aesthetic and structural elements.

Texture Retention: A carpet's ability to withstand crushing and matting from normal use. Although accelerated test methods (Hexapod Drum Test And Vettermann Drum Tests) do not directly compare with actual floor performance, they do give an indication of a carpet's ability to withstand crushing and matting.

Textured Loop: A carpet where all the tufts are a loop and normally there are two or three different pile heights. There is generally less difference between the lowest and highest pile heights than would be found in a multilevel loop carpet.

Tip Shear: A multilevel loop with the high loops sheared to give a cut and loop look.

Tuft: Cluster of yarns drawn through fabric and projecting from surface in form of cut yarns or loops.

Tuft Bind: The force (usually measured in pounds) required to pull tuft from carpet backing.

Tufted Carpets: Carpet manufactured on a tufting machine has four layers.

1. Face Fibers tufted by a row of needles inserts yarn into primary backing
2. Primary backing, woven or nonwoven fabric in which pile yarn is inserted by tufting needles.
3. A bonding agent used to adhere the primary to the secondary backing.
4. Secondary backing, Fabric laminated to back of carpet to reinforce and increase dimensional stability.

Twist: Winding of yarn around itself. More twist improves carpet performance (especially in cut pile).

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section1.17 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.

NASPO VALUEPOINT: NASPO VALUEPOINT Cooperative Purchasing Program. See www.aboutwsca.org for more information.

Yarn: Fibers that are twisted together to form a continuous strand.

SECTION 2: AUTHORIZED DEALER LIST AND INSTALLATION COST SCHEDULE

2.1 GENERAL INFORMATION

This section contains instructions that must be followed in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section apply to all types of products and services covered in the scope of this solicitation and offered by the manufacturer, distributor, and authorized dealer. All offerors express their willingness and ability to satisfy all mandatory requirements and terms and conditions by submitting an offer for consideration. A disqualification due to your product, firm, or proposal not meeting mandatory requirements and/or instructions 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 refer to additional mandatory requirements that are specific to the product categories. All Authorized Dealers submitted 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 this multi-phase solicitation, including Step One. Step One of the multi-phase solicitation documentation is included as attachment for reference. All offerors must submit a complete proposal packet.

Every Manufacturer/Distributor must submit an Authorized Dealer List and Installation Cost Schedule for each State. After contracts are in place, the NASPO VALUEPOINT Contract Administrator will receive inquiries from individual State purchasing agents interested in signing a participating addendum to offer floorcovering and installation services in their State. The Authorized Dealer List will be sent to the individual State purchasing agents, along with product pricing, and will serve as a complete and comprehensive packet of information that the State will use to complete the participating addendum process and to provide detailed pricing information to their end users.

There are two options that Manufacturers/Distributors may use to complete the Authorized Dealer List and Installation Cost Schedule. Each option has its own attached document.

2.2 AUTHORIZED DEALER LIST OPTION 1 – INDIVIDUAL DEALER COST

Complete attachment TO15004 Authorized Dealer List and Installation Cost Schedule INDIVIDUAL. Manufacturers and Distributors (Offerors) are required to provide all mandatory requirements and terms and conditions to their authorized dealers and maintain compliance. Manufacturers and Distributors may submit a separate installation cost for each Authorized Dealer in the State. Create an additional INSTALLATION COST worksheet (tab) for each of the Authorized Dealers in the State. Complete the dealer information, contact, and coverage information. Complete the

cost for each line item on the INSTALLATION COST worksheet (tab) for each of the Dealers in the State. The INSTALLATION COST must be fully completed with installation costs that will be quoted and invoiced for projects from any resulting awarded contract. There is no limit to the number of dealers submitted for the State, however, the list as a whole must cover the entire State. Five worksheets (tabs) have been provided. Offerors may add additional worksheets if the number of dealers exceed 5.

2.3 AUTHORIZED DEALER LIST OPTION 2 – STANDARD (CEILING) COST

Complete attachment TO15004 Authorized Dealer List and Installation Cost Schedule STANDARD. Manufacturers and Distributors (Offerors) are required to provide all mandatory requirements and terms and conditions to their authorized dealers and maintain compliance. Manufacturers may submit a standard installation cost sheet that will apply to all authorized dealers in the State, or more than one standard installation cost sheet that applies to Counties within a State. Complete the Manufacturer or Distributor Name and Coverage Description (Name of State or Counties that cost will apply to). Complete the cost for each line item on the INSTALLATION COST worksheet (tab). The cost submitted for installation will be the ceiling (maximum) cost that any dealer may quote and invoice for installation products and services. The INSTALLATION COST line items must be fully completed with installation costs. Individual States may negotiate these costs during the Participating Addendum process. Complete the DEALER LIST worksheet with Dealer information for each Dealer in the State for which the Standard Cost applies.

2.3 AUTHORIZED DEALER LIST AND INSTALLATION COST BY STATE

All offerors shall create an Authorized Dealer List and Installation Cost for each State. Coverage of the entire State entails providing a list of authorized dealers and their installation costs for each State or the standard installation costs for each State. The authorized dealers listed for each State must provide the products and services listed below and the list as a whole must provide full coverage of the entire State. It is the responsibility of the offerors to provide all the mandatory requirements, terms and conditions, and specifications to the authorized dealer. 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.

All authorized dealers in the Authorized Dealer List shall be willing, able, and capable of complying with all mandatory requirements, terms and conditions, and shall 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 and comply with all mandatory minimum requirements and terms and conditions.
- **Warranty Services:** Qualified and trained staff to provide warranty claim assistance.

The attachment TO15004 Authorized Dealer List and Installation Cost Schedule shall be completed for each as separate documents and shall be organized in the manner described. The document shall be titled and submitted as TO15004 Your Firm's Name State ADL (Example: TO15004 ABC Company Alaska ADL). Additional instructions are provided on the document.

The result will be an Authorized Dealer List for each State. The Contract Administrator will use these Authorized Dealer Lists after the contracts are awarded to provide interested States with dealer information.

The cost information provided for the authorized dealers on the installation cost sheet will not be evaluated during this multi-phase solicitation process. 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.

Refer to Section 1.27 for instructions on updating an authorized dealer list after the contract is awarded.

SECTION 3 COST SCHEDULE AND WARRANTY OFFERING INSTRUCTIONS

3.1 GENERAL INFORMATION

The Cost Schedules for Carpet and Hard Surface are separated into 4 regions for convenience. All offerors must submit each of the 4 completed attachment TO15004 Carpet Cost Schedule and/or TO15004 Hard Surface Cost. The cost schedules have a worksheet (tab) for each State in the Region. Offerors must complete the line items as instructed by providing product information and pricing for each State. Cost and product data must be submitted in the format requested in order for a fair comparison of all offerors. Any alteration of the cost schedule will deem your offer as non-responsive. Missing or incorrect cost information submitted in the cost schedule will deem your offer as non-responsive. The intent of the cost format is to facilitate a straightforward comparison among all offerors and foster competition to obtain the most advantageous pricing for end users. The cost schedule must be completed in the format provided and described in this section and on the cost schedule instructions. Alternate cost structures will not be considered. Failure to comply with the instructions for completing the cost schedule may result in the disqualification of the proposal as being non-responsive. The cost schedule was created in Excel 2010 version with drop down menu's for some columns. Other Excel versions may not be compatible, and rather than selecting the answer from the drop down menu, offerors will enter the answer as instructed. Product offered must meet or exceed product specifications.

Additionally, each offeror submitting a response to the carpet product category must complete and submit with their proposal packet the TO15004 Carpet Warranty Offering document. This document allows the manufacturer to describe their warranty offering for each of the product types and quality levels. Instructions are included on the Instruction worksheet tab of the document.

3.2 CARPET COST SCHEDULE

The 4 Attachment TO15004 Carpet Cost Schedules <Region> have 3 subcategories. Offerors may respond to one or more of the carpet product subcategories of Modular Tile, 6' (+ or – 2') Broadloom, and 12' (+ or – 2') Broadloom.

Offerors responding to any of the 3 Carpet Subcategories (Modular Tile, 6' (+ or – 2') Broadloom, and 12' (+ or – 2') Broadloom) may respond to one or more of the 3 Carpet Types (Type A, Type B, and Type C). Offerors responding to a product type may submit product in one or more of the Quality Levels. Offerors are not required to respond to all subcategories, product types, or quality levels. Instructions are provided on the attachments TO15004 Carpet Cost Schedule <Region>.

Additionally, offerors responding to any of the 3 Carpet Subcategories must provide product pricing for the entire nation by responding to each region cost schedule and by submitting price for every State located in the region. The cost schedule has a separate worksheet (tab) for each State that must be completed.

The Cost Schedule includes 90 line items for each Product Type or 30 line items for each Quality Level. Offerors responding to a Quality Level must enter a minimum of 15 product Styles/Collections per Quality Level. This minimum has been established as a sufficient minimum number of product offerings to ensure that we have a wide variety of products in the offering and also facilitate a fair comparison of cost among offerors.

Offerors may only submit product that meets or exceeds the Carpet Product Specifications stated on attachment TO15004 Carpet Product Specifications and within these RFP documents. Instructions for submitting a carpet product in response to this solicitation are included on the attachments TO15004 Carpet Cost Schedule <Region>.

The contract administrator or any participating entity or purchasing entity (end user) may request at any time documentation to support compliance with any of the requirements, specification standards, or testing requirements. Offerors must meet the most current version of any and all standards required in this document.

3.3 HARD SURFACE COST SCHEDULE

Attachments TO15004 Hard Surface Cost Schedule <Region> has 5 subcategories. Offerors may respond to one or more of the hard surface product subcategories of Sheet Vinyl, Sheet & Tile Linoleum, Vinyl Composition Tile (VCT), Solid Vinyl Tile (Luxury Vinyl Tile), and Rubber Flooring.

Each Hard Surface Subcategory has a Good, Better, and Best quality level. The differentiations between those levels are to be determined by the offeror, but offerors may not submit a product into more than one of the quality levels. One or more of the following criterion may be used to determine the differentiation.

- Warranty
- Materials and/or Manufacturing Methods
- Features and Benefits
- Cost

Offerors responding to any of the 5 Hard Surface Subcategories must provide product for all 3 Hard Surface Quality Levels (Good, Better, Best). Instructions are provided on the attachment TO15004 Hard Surface Cost Schedule.

Additionally, offerors responding to any of the 5 Hard Surface Subcategories must provide product cost for the entire nation by completing each of the 4 regional cost schedules and by submitting price for every State located in the regional cost schedules. The cost schedule has a separate worksheet (tab) for each State that must be completed.

Offerors may only submit product that meets or exceeds the Hard Surface Product Specifications stated on attachment TO15004 Hard Surface Product Specification.

Instructions for submitting hard surface products in response to this solicitation are included on the attachments TO15004 Hard Surface Cost Schedule <Region>.

The master agreement administrator or any participating entity or purchasing entity (end user) may request at any time documentation to support compliance with any of the specification standards or testing requirements. Offerors must meet the most current version of any and all standards required in this document.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 GENERAL INFORMATION

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by the contract administrator and evaluation committee members. Only those proposals that pass the administrative requirements will be evaluated further.

4.2 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.

1. Proposals 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 requirement.
2. Complete packet received. The procurement manager will ensure that each proposal contains a document for each item listed in the Proposal Checklist in Section 4.3.
3. All required documents are completely and correctly completed and submitted. Any proposal received with documents that are incomplete or not correctly completed will be disqualified and not further evaluated. It is important that each offeror read and understand the instructions. Submit questions via the Bid Sync Question and Answer feature if you are uncertain of how to complete documents completely or correctly.

The evaluation committee will further evaluate any proposal that passes the administrative requirements. 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. Submittal of a proposal by an offeror is considered in agreement to all mandatory requirements stated in any section of this multi-phase RFP process, the documents or Cost Schedules.

Compliance Factor	Criteria	Determination
Administrative Requirement	Timely Receipt of Proposal	Pass/Fail
Administrative Requirement	Complete Proposal Packet	Pass/Fail
Administrative Requirement	Complete and Correct Documents	Pass/Fail

4.3 PROPOSAL CHECKLIST

This checklist is intended to serve as a reminder to submit all the requested information. Full instructions are contained within the RFP document, the Cost Schedule, and the Authorized Dealer List and Installation Cost Schedule, Warranty Offering document and must be followed. Your documents must be titled as described. The documents must be in the order listed and contain your firm's name as described. This will allow the evaluators to quickly and efficiently identify your offer and find the information needed for evaluation purposes. It is highly recommended that a separate person in your organization double check that all documents have been submitted in Bid Sync and that each of those documents contain all the required information according to the instructions provided.

Proposal Checklist

Section 2 – Authorized Dealer List and Installation Cost Schedule

- ✓ Document Title: TO15004 Your Firm's Name Alaska ADL (Example: TO15004 ABC Company Alaska ADL)
- ✓ Document Title: TO15004 Your Firm's Name Arizona ADL (Example: TO15004 ABC Company Arizona ADL)
- ✓ Document Title: TO15004 Your Firm's Name California ADL (Example: TO15004 ABC Company California ADL)
- ✓ Document Title: TO15004 Your Firm's Name Colorado ADL (Example: TO15004 ABC Company Colorado ADL)
- ✓ Document Title: TO15004 Your Firm's Name Hawaii ADL (Example: TO15004 ABC Company Hawaii ADL)
- ✓ Document Title: TO15004 Your Firm's Name Idaho ADL (Example: TO15004 ABC Company Idaho ADL)
- ✓ Document Title: TO15004 Your Firm's Name Nevada ADL (Example: TO15004 ABC Company Nevada ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Mexico ADL (Example: TO15004 ABC Company New Mexico ADL)
- ✓ Document Title: TO15004 Your Firm's Name Montana ADL (Example: TO15004 ABC Company Montana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Oregon ADL (Example: TO15004 ABC Company Oregon ADL)
- ✓ Document Title: TO15004 Your Firm's Name Utah ADL (Example: TO15004 ABC Company Utah ADL)
- ✓ Document Title: TO15004 Your Firm's Name Washington ADL (Example: TO15004 ABC Company Washington ADL)
- ✓ Document Title: TO15004 Your Firm's Name Wyoming ADL (Example: TO15004 ABC Company Wyoming ADL)
- ✓ Document Title: TO15004 Your Firm's Name Illinois ADL (Example: TO15004 ABC Company Illinois ADL)
- ✓ Document Title: TO15004 Your Firm's Name Indiana ADL (Example: TO15004 ABC Company Indiana ADL)

- ✓ Document Title: TO15004 Your Firm's Name Iowa ADL (Example: TO15004 ABC Company Iowa ADL)
- ✓ Document Title: TO15004 Your Firm's Name Kansas ADL (Example: TO15004 ABC Company Kansas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Michigan ADL (Example: TO15004 ABC Company Michigan ADL)
- ✓ Document Title: TO15004 Your Firm's Name Minnesota ADL (Example: TO15004 ABC Company Minnesota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Montana ADL (Example: TO15004 ABC Company Montana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Nebraska ADL (Example: TO15004 ABC Company Nebraska ADL)
- ✓ Document Title: TO15004 Your Firm's Name N Dakota ADL (Example: TO15004 ABC Company N Dakota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Ohio ADL (Example: TO15004 ABC Company Ohio ADL)
- ✓ Document Title: TO15004 Your Firm's Name S Dakota ADL (Example: TO15004 ABC Company S Dakota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Wisconsin ADL (Example: TO15004 ABC Company Wisconsin ADL)
- ✓ Document Title: TO15004 Your Firm's Name Connecticut ADL (Example: TO15004 ABC Company Connecticut ADL)
- ✓ Document Title: TO15004 Your Firm's Name Delaware ADL (Example: TO15004 ABC Company Delaware ADL)
- ✓ Document Title: TO15004 Your Firm's Name Maine ADL (Example: TO15004 ABC Company Maine ADL)
- ✓ Document Title: TO15004 Your Firm's Name Maryland ADL (Example: TO15004 ABC Company Maryland ADL)
- ✓ Document Title: TO15004 Your Firm's Name Massachusetts ADL (Example: TO15004 ABC Company Massachusetts ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Hampshire ADL (Example: TO15004 ABC Company New Hampshire ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Jersey ADL (Example: TO15004 ABC Company New Jersey ADL)
- ✓ Document Title: TO15004 Your Firm's Name New York ADL (Example: TO15004 ABC Company New York ADL)
- ✓ Document Title: TO15004 Your Firm's Name Pennsylvania ADL (Example: TO15004 ABC Company Pennsylvania ADL)
- ✓ Document Title: TO15004 Your Firm's Name Rhode Island ADL (Example: TO15004 ABC Company Rhode Island ADL)
- ✓ Document Title: TO15004 Your Firm's Name Vermont ADL (Example: TO15004 ABC Company Vermont ADL)
- ✓ Document Title: TO15004 Your Firm's Name WA DC ADL (Example: TO15004 ABC Company WA DC ADL)

- ✓ Document Title: TO15004 Your Firm's Name Alabama ADL (Example: TO15004 ABC Company Alabama ADL)
- ✓ Document Title: TO15004 Your Firm's Name Arkansas ADL (Example: TO15004 ABC Company Arkansas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Florida ADL (Example: TO15004 ABC Company Florida ADL)
- ✓ Document Title: TO15004 Your Firm's Name Georgia ADL (Example: TO15004 ABC Company Georgia ADL)
- ✓ Document Title: TO15004 Your Firm's Name Kentucky ADL (Example: TO15004 ABC Company Kentucky ADL)
- ✓ Document Title: TO15004 Your Firm's Name Louisiana ADL (Example: TO15004 ABC Company Louisiana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Mississippi ADL (Example: TO15004 ABC Company Mississippi ADL)
- ✓ Document Title: TO15004 Your Firm's Name N Carolina ADL (Example: TO15004 ABC Company N Carolina ADL)
- ✓ Document Title: TO15004 Your Firm's Name Oklahoma ADL (Example: TO15004 ABC Company Oklahoma ADL)
- ✓ Document Title: TO15004 Your Firm's Name Puerto Rico ADL (Example: TO15004 ABC Company Puerto Rico ADL)
- ✓ Document Title: TO15004 Your Firm's Name S Carolina ADL (Example: TO15004 ABC Company S Carolina ADL)
- ✓ Document Title: TO15004 Your Firm's Name Tennessee ADL (Example: TO15004 ABC Company Tennessee ADL)
- ✓ Document Title: TO15004 Your Firm's Name Texas ADL (Example: TO15004 ABC Company Texas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Virginia ADL (Example: TO15004 ABC Company Virginia ADL)
- ✓ Document Title: TO15004 Your Firm's Name W Virginia ADL (Example: TO15004 ABC Company W Virginia ADL)

Section 3 Cost Schedules – Offerors may respond to one or both product categories.

Carpet Offers must include 4 Cost Schedules:

- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Western (Example: TO15004 ABC Company Carpet Cost Schedule Western)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Midwest (Example: TO15004 ABC Company Carpet Cost Schedule Midwest)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Southern (Example: TO15004 ABC Company Carpet Cost Schedule Southern)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Eastern (Example: TO15004 ABC Company Carpet Cost Schedule Eastern)

Hard Surface Offers must include 4 Cost Schedules:

- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Western (Example: TO15004 ABC Company Hard Surface Cost Schedule Western)

- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Midwestern (Example: TO15004 ABC Company Hard Surface Cost Schedule Midwestern)
- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Southern (Example: TO15004 ABC Company Hard Surface Cost Schedule Southern)
- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Eastern (Example: TO15004 ABC Company Hard Surface Cost Schedule Eastern)

Carpet Offers must contain a Carpet Warranty Offering Document:

- ✓ Document Title: TO15004 Your Firm's Name Carpet Warranty Offering (Example: TO15004 ABC Company Carpet Warranty Offer).

4.4 SCORING PROCESS

The sourcing team will evaluate each proposal that passed the administrative requirements for compliance on a pass/fail basis. Non-compliance with any of these requirements will result in a proposal being rejected if discovered anytime during the evaluation process. Only those proposals that pass the administrative requirements of this RFP will be evaluated further.

Cost Schedule Scoring

Offerors responding to the Carpet products must submit each of the 4 completed TO15004 Carpet Cost Schedules (Western, Midwestern, Southern, and Eastern Regions) and a completed TO15004 Carpet Warranty Offering document. Offerors responding to Hard Surface Products must submit each of the 4 completed Hard Surface Cost Schedule (Western, Midwestern, Southern, and Eastern Regions). All Cost Schedules must be submitted in Excel format (not pdf) per instructions provided in Section 3 and the Cost Schedules. Do not change the format of the cost schedules. The Cost Schedules are Excel Spreadsheets with multiple worksheets (tabs) for each State. Each of the tabs representing the 52 States in the regions must be completed. The following chart illustrates the total possible points for each of the product subcategories.

Product Category	Total Possible Points	Product Category	Total Possible Points	Product Category	Total Possible Points
Modular Carpet Type A Moderate		Modular Carpet Type A Heavy		Modular Carpet Type A Severe	
Type A Moderate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000

Modular Carpet Type B Moderate		Modular Carpet Type B Heavy		Modular Carpet Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
Modular Carpet Type C Moderate		Modular Carpet Type C Heavy		Modular Carpet Type C Severe	
Type C Moerate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type A Moderate		6' Broadloom Type A Heavy		6' Broadloom Type A Severe	
Type A Moerate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type B Moderate		6' Broadloom Type B Heavy		6' Broadloom Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type C Moderate		6' Broadloom Type C Heavy		6' Broadloom Type C Severe	
Type C Moderate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type A Moderate		12' Broadloom Type A Heavy		12' Broadloom Type A Severe	
Type A Moderate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50

Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type B Moderate		12' Broadloom Type B Heavy		12' Broadloom Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type C Moderate		12' Broadloom Type C Heavy		12' Broadloom Type C Severe	
Type C Moderate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000

Carpet Cost Schedule Evaluation

Each Offeror cost schedule will be evaluated based on the instructions provided on the cost schedules. Only fully completed cost schedules will be evaluated. Any cost schedule with missing, incomplete, or incorrect information may be disqualified. Do not change the format of the cost schedules or your proposal will be deemed as non-responsive. Offers cannot be fairly evaluated and compared to other offers if they are submitted in a different format or not completed as instructed. Offerors must complete all the requested information as instructed in order that we may conduct a fair comparison among all offerors.

Award will be made by State Product Subcategory Product Type Quality Level. Any Offeror who receives 800 points or more shall receive an award for the State Product Subcategory Product Type Quality Level.

This process will be repeated for each State Product Subcategory Product Type Quality Level. Each State Product Subcategory Product Type Quality Level will be a separate award process.

For the purpose of awarding contracts, only those carpet types submitted for each specific Category will be evaluated against each other. And within each category, carpet types identified as "moderate" will only be evaluated and scored against other carpet types within the same category identified as "moderate". The same will apply for carpets identified as "heavy" and "severe". The following table shows how carpet types will be evaluated and scored:

"A" Moderate	Evaluated and Scored Against	"A" Moderate
"A" Heavy	Evaluated and Scored Against	"A" Heavy
"A" Severe	Evaluated and Scored Against	"A" Severe
"B" Moderate	Evaluated and Scored Against	"B" Moderate
"B" Heavy	Evaluated and Scored Against	"B" Heavy
"B" Severe	Evaluated and Scored Against	"B" Severe
"C" Moderate	Evaluated and Scored Against	"C" Moderate
"C" Heavy	Evaluated and Scored Against	"C" Heavy
"C" Severe	Evaluated and Scored Against	"C" Severe

Hard Surface Cost Schedule Evaluation
Each Offeror cost schedule will be evaluated based on the instructions provided on the cost schedules. Only fully completed cost schedules will be evaluated. Any cost schedule with missing, incomplete, or incorrect information will be disqualified. Do not change the format of the cost schedules or your proposal will be deemed as non-responsive. Offerors must complete all the requested information as instructed in order that we may conduct a fair comparison among all offerors.

The Hard Surface Cost Schedule 'Evaluation' worksheet (tab) contains instructions for the evaluation process.

Any Offeror who receives 800 points or more shall receive an award for the product subcategory and State. This award process will be repeated for all product subcategories by State.

4.5 AWARD PROCESS

Award shall be made to the offeror(s) whose proposal is the most advantageous taking into consideration cost, warranty offering (as applicable), and marketing plan.

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.

Hard Surface: Any Offeror who receives 800 points or more shall receive an award for the product subcategory and State. This award process will be repeated for all product subcategories by State.

Carpet: Any Offeror who receives 800 points or more shall receive an award for the State Product Subcategory Product Type Quality Level. This award process will be repeated for all product subcategories by State.

As a result of the award process, the product offering by State will include a list of Manufacturers' cost schedules, warranty offerings, and corresponding authorized dealer lists for all winning firms. An example of a carpet contract offering by state is provided in attachment TO15004 Sample Carpet Contract Offering.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

SCOPE
This specification is for the purchase, installation and performance specifications of Sheet Vinyl Floor Covering, Sheet and Tile Linoleum, Vinyl Composition Tile Flooring, Rubber Tile Flooring, and Solid Vinyl Tile / Luxury Vinyl Tile.

APPLICABLE PUBLICATIONS
The publications referenced in the text contain industry standards and guidelines. Products submitted and installed under this agreement must meet or exceed the manufactures, industry, and following industry performance tests and specifications as well any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

- American Concrete Institute (ACI)
- Americans with Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM International)
- International Organization for Standardization (ISO)
- National Fire Protection Association (NFPA)
- Resilient Floor Covering Institute (RFCI)

GENERAL HARD SURFACE MATERIAL STANDARDS, GUIDELINES AND SPECIFICATIONS

ASTM D 2047 11- Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine - This laboratory test method covers the use of the James Machine for the measurement of the static coefficient of friction of polish-coated flooring surfaces with respect to human locomotion safety. Further, this test method also establishes a compliance criterion to meet the requirement for a nonhazardous polished walkway surface.

ASTM D 3889 – 05 – Standard Test Method for Coating Fabrics Abrasions Resistance - This test method covers the determination of the wear resistance of fabrics coated with rubber or plastics to abrasion. The abrasion is measured by mass loss.1.2 The values stated in SI units are to be regarded as the standard.

ASTM D 4060 - Standard Test Method For Abrasion Resistance of Organic Coatings by the Taber Abraser – Coatings on Substrates can be damaged by abrasion during manufacturing and service. This test method has been useful in evaluating the abrasion resistance of attached coatings.

ASTM D 4078 08 – Standard Specification for Water Emulsion Floor Finish - This specification covers floor polish intended for use on all non-wood floors and on sealed-wood floors.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ASTM D 5116 10 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products - This guide provides guidance on determination of emissions of organic compounds from indoor materials and products using small-scale environmental test chambers.

ASTM E 648 14c and/or NFPA 258 Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source - The efforts to determine the total quantity of smoke produced during the test by improving the photometer system, eliminating stratification, and changing the calculational procedures are discussed. The oxygen consumption method for determining the total heat contribution is described. The benefit of reporting the rate of flame spread as well as the flame spread index (FSI) is pointed out.

ASTM E 662 09 and/or NFPA 258 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials - This fire-test-response standard covers a procedure for measuring the critical radiant flux of horizontally mounted floor-covering systems exposed to a flaming ignition source in a graded radiant heat energy environment in a test chamber.

ASTM F 386 -11 Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces - This test method covers the determination of thickness of resilient non-textile floor coverings including tile and sheet having flat surfaces. This test method should not be used on materials having a foamed layer.

ASTM F 410-08 (2013) Standard Test Method for Wear Layer Thickness of Resilient Floor Coverings by Optical Measurement - This test method covers the determination of the thickness of the wear layer of resilient non-textile floor coverings, in tile or sheet form, with or without felt backing or foam layer, by optical measurement and is applicable for wear layers with a minimum thickness of 0.0004 in. (0.01 mm) to a maximum thickness of 0.1 in. (2.54 mm), where measurements within 0.0001 in. or 0.0025 mm are tolerable.

ASTM F 510 93 (R 2008) Resistance to Abrasion of Resilient Floor Coverings Using an Abrader with a Grit Feed Method - This test method covers the laboratory procedure for determining the abrasion resistance of resilient flooring using an abrader with a grit feeder.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ASTM F 970 11 Standard Test Method for Static Load Limit - This test method is intended for use in determining the recovery properties of resilient floor covering after long-term indentation test, 24 h under the load specified in the detail specification.

ASTM F 1861 08 (2012) e1 Standard Specification for Resilient Wall Base - This specification covers resilient wall base. These products are manufactured from rubber or thermoplastic materials, or a combination thereof. Wall base is used to provide a functional, as well as decorative border, between walls and floors.

ASTM F 1914 07 (2011) Standard Test Methods for Short-Term Indentation and Residual Indentation of Resilient Floor Covering - This test method covers procedures to determine short-term indentation and residual indentation of resilient flooring, when subjected to concentrated loads.

ASTM F 2169 12 Standard Specification for Resilient Stair Treads -
This specification covers resilient treads made of rubber and vinyl for interior use.

NFPA 253 and or ASTM E 648 14c - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source - Describes a procedure for measuring critical radiant flux behavior of horizontally mounted floor covering systems exposed to a flaming ignition source in a graded radiant heat energy environment in a test chamber.

NFPA 258 and or ASTM 662 09 - Standard Test Method for Measuring the Smoke Generated by Solid Materials - Methods provides a means for comparing the specific optical density of the smoke generated by materials and assemblies in the form and thickness tested, and under the specified exposure conditions

INDIVIDUAL PRODUCT MATERIAL STANDARDS, GUIDELINES AND SPECIFICATIONS

SHEET VINYL FLOOR COVERING

ASTM F 1303 04 (2014) Standard Specification for Sheet Vinyl Floor Covering with Backing - This specification covers floor covering having a vinyl plastic wear layer with backing. Products may also contain non-PVC specialty performance top layer(s) or intermediate layer(s), or both

ASTM F 1516 Standard Practice for Sealing Seams of Resilient Flooring Products By the Heat Weld Method (When Recommended) - This practice covers the instructions and precautions to be observed to ensure satisfactory performance of seams in resilient flooring sealed by the heat-weld method.

ASTM F 1913 04(2010) Standard Specification for Vinyl Sheet Floor Covering Without Backing - This specification covers sheet floor covering having a vinyl wear layer without backing. Products also may contain a clear specialty performance top layer(s).

ISO 10581 – Homogeneous Resilient Floor Coverings - specifies the characteristics of homogeneous floor coverings, based on poly (vinyl chloride), supplied in either tile or roll form. Products may contain a transparent, non-PVC factory finish.

ISO 10582 and/or ASTM F 1700 13a – Heterogeneous Resilient Floor Coverings – specifies the characteristics of non-cushioned, heterogeneous floor coverings, based on poly (vinyl chloride) (PVC), supplied in either tile or roll form. Products may contain a transparent, non-PVC factory finish.

SHEET and TILE LINOLEUM

ASTM F2034 (2013) - Standard Specification for Sheet Linoleum Floor Covering - This specification covers sheet linoleum floor covering. The following test methods shall be performed: overall thickness; static load; resistance to chemicals; resistance to heat; resistance to light; flexibility; static dissipation; and wear surface.

ASTM F2195 – 13 Standard Specification for Linoleum Floor Tile - This specification covers floor tiles made of a homogeneous mixture of linoleum cement binder calendered or pressed onto a fibrous or suitable backing. This specification also covers linoleum floor tile without backing.

ASTM F137 - Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus - Flexibility is that property of a material which allows it to be deformed by bending or rolling without cracking, breaking, or other permanent defects, using whatever force is necessary to bend or roll it. Flexibility is an important characteristic of flooring in that it provides for ease of handling in rolling, cutting, and fitting.

This test method covers the determination of the flexibility of resilient flooring materials by means of cylindrical mandrel apparatus. It is especially applicable to sheet goods and some tiles.

ASTM F925 - Test Method for Resistance to Chemicals of Resilient Flooring - This test method provides a procedure for determining the resistance of resilient

floor covering to surface deterioration when exposed to various chemical reagents. This test method is not intended as a staining test nor as a method to judge surface and appearance restoration of the sample after exposure to the chemical reagent.

ASTM F1514 Test Method for Measuring Heat Stability of Resilient Flooring by Color Change - This test method covers a procedure for determining the resistance of resilient floor covering to color change from exposure to elevated temperature over a specified period of time.

ASTM F1515 - Test Method for Measuring Light Stability of Resilient Flooring by Color Change - This test method covers a procedure for determining the resistance of resilient floor covering to color change from exposure to light over a specified period of time.

ASTM F1516 - Practice for Sealing Seams of Resilient Flooring Products by the Heat Weld Method (when Recommended) - This practice covers the instructions and precautions to be observed to ensure satisfactory performance of seams in resilient flooring sealed by the heat weld method.

VINYL COMPOSITION TILE FLOORING (VCT)

ASTM F 1066 04 (2010) e1 Standard Specification for Vinyl Composition Floor Tile This specification covers vinyl composition tile (VCT) with either smooth or embossed surfaces for flooring application.

ISO 10582 and/or ASTM F 1700 13a Standard Specification for Solid Vinyl Floor Tiles - This specification covers solid vinyl floor tiles that are monolithic, surface decorated or printed, and protected by a clear wear layer.

RUBBER TILE FLOORING

ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers Tension - These test methods cover procedures used to evaluate the tensile (tension) properties of vulcanized thermoset rubbers and thermoplastic elastomers. These methods are not applicable to ebonite and similar hard, low elongation materials.

ASTM D 2240 – 05 (2010) Standard Test Method for Rubber Property—Durometer Hardness - This test method covers twelve types of rubber hardness measurement devices known as durometers: Types A, B, C, D, DO, E, M, O, OO, OOO, OOO-S, and R. The procedure for determining indentation hardness of

substances classified as thermoplastic elastomers, vulcanized (thermoset) rubber, elastomeric materials, cellular materials, gel-like materials, and some plastics are also described. This test method is not equivalent to other indentation hardness methods and instrument types, specifically those described in Test Method D1415

ASTM F 1344 12e Standard Specification for Rubber Floor Tiles (replaced the old Federal Specification #SS-T-312b). This specification covers requirements for the compound and physical characteristics of rubber floor tile.

- Permits a thickness tolerance of +.015"/-.005" for pattern, +/-.005" for smooth
- Permits a hardness not less than 85 when tested in accordance with ASTM D-2240 Durometer (Hardness).

SOLID VINYL TILE / LUXURY VINYL TILE

ISO 10582 and/or ASTM F 1700 13a Standard Specification for Solid Vinyl Floor Tiles - This specification covers solid vinyl floor tiles that are monolithic, surface decorated or printed, and protected by a clear wear layer.

SUSTAINABILITY STANDARDS

EPD Transparency Summary - The equivalent of sustainability "nutrition label," an EPD is a comprehensive disclosure of a product's lifecycle-based environmental impacts. The resilient flooring EPDs are industry average, ISO 14025 Type III, third-party certified EPDs, which are recognized for contributing credits in LEED v4's Material and Resources Credit 2.

Supplier will indicate if each product submitted has an EPD Transparency Summary.

FLOORSCORE

FloorScore tests to the CA Section 01350 Specification, which includes the Chronic Reference Exposure Levels (CRELs) concentrations established by the California Office of Environmental Health Hazard Assessment (OEHHA) and procedures developed by the US EPA. Assuming that other products in an office or classroom may be sources of VOCs, FloorScore certifies hard surface flooring products that do not exceed one-half the allowable concentration limits.

Supplier will indicate if each product submitted is FloorScore Certified or not.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ISO 14001 – This is an internationally recognized standard for development and implementation of an environmental management system.

ISO 14040 and ISO 14044 - These international standards focus mainly on the process of performing an LCA. Requirements and guidelines are given for:

- Definition of the goal and scope of the LCA
- Life cycle inventory analysis (LCI) phase
- Life cycle impact assessment (LCIA) phase
- Interpretation phase
- Reporting and critical review of the LCA

LEED - MR2; MR4; EQ4.3 – Supplier will indicate if each product submitted meets MR2, MR4 or EQ4.3.

NSF/ANSI 332: Sustainability Assessment for Resilient Floor Coverings
Based on a life cycle assessment approach, NSF/ANSI 332 employs a point system to evaluate resilient flooring against established prerequisite requirements, performance criteria and quantifiable metrics in six key areas.

- Product design
- Product manufacturing
- Long-term value
- End-of-life management
- Corporate governance
- Innovation

Supplier will indicate what level each product submitted was awarded (Silver, Gold or Platinum).

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

General Requirements

Products submitted in response to this solicitation and installed under the resulting agreement(s) must meet or exceed the manufacturer's installation instructions and/or installation recommendations including any special precautions, industry recommended best practices, and the following performance tests and specifications. Installation must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

The contractor is the expert and in all projects and situations is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation. The contractor is responsible for, but not limited to, the following preparations and installation expertise. If the contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The purchasing entity is responsible for payment of any approved site preparation, product, or installation process required.

Specifications

ACI 302.1R - Guide for Concrete Floor and Slab Construction 117R Standard Tolerances for Concrete Construction and Materials – Floor preparation must meet or exceed this guide which describes how to produce high quality concrete slabs on ground and suspended floors for various classes of service. It emphasizes such aspects of construction as site preparation, concreting materials, concrete mixture proportions, concreting workmanship, joint construction, load transfer across joints, form stripping procedures, curing and moisture contents. Finishing methods, flatness/levelness requirements, and measurements are outlined.

ADA 4.5 – Ground and Floor Surfaces - Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5."

The Occupational Safety and Health Administration recommends that walking surfaces have a static coefficient of friction of 0.5. A research project sponsored by the Architectural and Transportation Barriers Compliance Board (Access Board) conducted tests with persons with disabilities and concluded that such persons needed a higher coefficient of friction. A static coefficient of friction of 0.6 is recommended for accessible routes and 0.8 for ramps.

Asbestos

Legal requirements may vary from State to State. Buyer and Installer must comply with applicable Federal, State, and Local Building Codes, Requirements, or Standards as well

as manufacturing, carpet industry and CRI Specifications that pertain to Asbestos, Asbestos Testing and Asbestos Abatement.

ASTM E1155-96 (R2008) Determining Floor Flatness and Floor Levelness - This test method covers a quantitative method of measuring floor surface profiles to obtain estimates of the floor's characteristic FF Flatness and FL Levelness Face Floor Profile Numbers (F-Numbers) using the inch-pound system of units.

ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride - This test method covers the quantitative determination of the rate of moisture vapor emitted from below-grade, on-grade, and above-grade (suspended) bare concrete floors

ASTM F 2170 11 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes - This test method covers the quantitative determination of percent relative humidity in concrete slabs for field or laboratory tests.

ASTM F 2420 05(2011) Standard Test Method for Determining Relative Humidity on the Surface of Concrete Floor Slabs Using Relative Humidity Probe Measurement and Insulated Hood - This test method covers the quantitative determination of percent relative humidity above the surface of concrete floor slabs for field or laboratory tests.

ASTM WK 47027 - Revision of F 1482 04(2009) e1 Standard Practice for Installation and Preparation of Panel Type Underlayment's to Receive Resilient Flooring - This practice provides minimum recommendations for the installation and preparation of wood-based, fiber-reinforced gypsum and fiber-cement panel underlayment's suitable to receive resilient floor coverings. Actual requirements for materials to be used, mixtures, and other details are generally included as part of project plans or specification detail and may vary from the minimum recommendations set forth in this practice.

ASTM WK 47079 - Revision of ASTM F 710 11 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring - This practice covers the procedure for determining the acceptability of concrete floors for the installation of resilient flooring. It also includes suggestions for ensuring that the constructed concrete floor is acceptable for such installations but does not cover tests for adequacy of the concrete floor to perform structural requirements. A permanent, effective moisture vapor retarder, of the specified thickness and permeance, is required under all on- or below-grade concrete floors.

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

Concrete floors for resilient floorings should be permanently dry, clean, smooth, structurally sound, and free of substances that may prevent adhesive bonding. Surface cracks, grooves, depression, control joints or other non-moving joints, and other irregularities should be filled or smoothed with latex patching or a recommended underlayment compound.

Scraping, brushing, vacuuming, or any other method should clean the surface of the floor. All concrete slabs should be tested for moisture regardless of age or grade level while all concrete floors should be tested for pH before installing resilient flooring.

Resilient Floor Covering Institute (RFCI) – Installation and removal of flooring products will meet or exceed the RFCI standards and specifications

- Recommended Installation Practices for Homogenous Sheet Flooring
- Recommended Installation Practice for Vinyl Composition Tile (VCT)
- Recommended Work Practices for the Removal of Resilient Floor Coverings
- Moisture Control and Resilient Flooring Installation
- MRP - Addressing Moisture Related Problems Relevant to Resilient Floor Coverings Installed Over Concrete

Planning Phase

- The authorized dealer is responsible to communicate any installation requirements to the purchasing entity and include cost and time frame for completion in the quote.
- The authorized dealer is responsible for all project measurements and associated order quantities to ensure enough products is ordered to complete the project. If it determined that the dealer ordered excessive material above and beyond the amount required for installation and attic stock, dealer will not invoice buyer for the excessive flooring materials and sundry products.
- The authorized dealer is responsible to discuss 'attic stock' material requirements with the purchasing entity to cover future repair and/or floor plan changes, and order adequate quantities to meet the approved attic stock needs. The attic stock quantity will be noted on the purchase order.
- The authorized dealer must reference the manufacturer and industry specifications in the quote if an underlayment is being installed or if the flooring is installed over an existing floor.
- The authorized dealer shall determine who will be responsible to trim doors, if needed, prior to the installation and include the instructions in the quote.
- The authorized dealer is required to use any and all of the manufacturer recommended installation accessories (e.g. adhesive) to ensure proper performance and product warranty is intact.

- The authorized dealer must document on the quote who (authorized dealer or purchasing entity) shall be responsible for all tasks, including moving items such as furniture, appliances, etc., as well as any associated cost. The authorized dealer must adhere to all Federal, State, and Local code requirements if appliances require utility disconnect (water, gas, etc.). Disconnect/reconnect arrangements are to be determined and documented on the quote in advance by the end user or general contractor.
- Heavy furniture shall be moved using castors and/or glides that distribute weight sufficiently to allow static loads to conform to ASTM recommendations (less than 250 psi).
- The authorized dealer is responsible to provide dumpsters or recycling containers on site at no additional cost. If not stated otherwise on the purchase order, the authorized dealer is responsible for the removal and/or disposal of existing flooring, remnant scraps, and other debris and materials at no additional charge.
- The end user should be provided a copy of the appropriate maintenance and warranty information pertaining to the product selected.

Layout

The authorized dealer shall provide a layout drawing for the intended installation to include the following information:

- Contact Name
- Address
- Telephone Number
- Area and/or Room Location
- Date of Drawing
- Scale Of Drawing
- Location, Swing And Clearance Of All Doors
- Existing Flooring / Under Floor Conditions
- Document Who Is Responsible For and What Preparation And / Or Removal Of Existing Floor/Under Floor Process is Required
- Notation And Approval Of Proposed Product Layout And Seam Locations
- Name Of Manufacturer, Product Style, Pattern, and Backing Type To Be Installed
- Refer To Manufacturer's and Industry Installation Recommendations

Handling Floor Materials

- Before delivery to the site flooring products must be stored in a protected, dry interior area.

- Storage must be adequate to prevent damage.
- Do not over stack pallets (see manufactures guidelines).
- If the tile is chipped, cracked, indented or otherwise distorted upon arrival, do not attempt to install it.
- Marking pens, felt-tipped markers, crayons or similar pens can bleed through and stain the flooring materials and should not be used to write on the tile nor used to mark layout on the under floor.

Tile Flooring

All tile flooring should be:

- Tiles may be laid squarely or laid out diagonally in the work area.
- The room must be measured to square off the area and determine the center point of the area. Installation should start in the center of the room and the tiles should be "balanced" in the work area meaning pieces at the edge of the room should be the same sizes.
- It is critical that the intersection of the chalk lines must be square at 90º.
- All border tiles should be of nearly equal and at least one half of a tile wide.
- Careful and precise measurements must be taken during product layout.
- Do not install over expansion joints.

Resilient Sheet Goods

- Resilient sheet products must be tightly rolled face out on a sturdy core designed for that purpose and stored per manufacturer's recommendation.
- Proper storage will prevent product distortion.
- If material is flattened or distorted during storage or transporting, do not attempt to install it. Product that is damaged prior to or during installation must be replaced at the authorized dealer's expense.

Site Conditions

- Authorized dealer must follow industry and manufacturing installation standards and guidelines.
- The HVAC system must be in operation before installing flooring materials.
- Flooring materials should be installed after all other trades have finished.
- Keep all flooring materials and accessories at the job site at room temperature (min. 65°F. /18.3°C. and max. 100°F. /37.8°C.) for at least 48 hours before, during, and after the installation.
- Avoid installing flooring products if the site has excessively high or low relative humidity. Low or high humidity can influence curing of floor patching materials and adhesive open times.
- Flooring products are intended for interior locations only.

- Use underlayment's recommended by the flooring manufacturer.
- Underlayment utilized must be installed and prepared according to the specific underlayment manufacturer's written instructions and industry specifications.
- Good lighting is required for proper observation of substrate conditions and material issues, as well as for general safety reasons.

Environmental Conditions

- Check appropriate Material Safety Data Sheet(s) (MSDS) for proper handling of sundry items.
- Keep the site well ventilated during installation. Maximize fresh air ventilation by utilizing exhaust fans and opening doors and windows.
- Do not use fans to force dry adhesive.
- The authorized dealer is responsible to ensure that flooring and sundry materials that may be flammable are not exposed to sources of ignition or open flame.

Seams

Seam visibility shall be kept to a minimum and positioned, if possible, so that:

- Main traffic runs parallel to the seam rather than across the seam.
- Natural or artificial light does not strike directly across the seam.
- The seams are placed away from pivoting traffic.
- In doorway openings connecting adjoining rooms, parallel seams are required.

Execution

A. Existing flooring must be removed according to industry and manufacturer guidelines and the RFCI's Recommended Work Practices for Removal of Resilient Floor.
B. New flooring shall be installed according to manufacturer, industry and the RFCI installation standards for the product specified.

Subfloor Preparation

Authorized dealer must smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and fill low spots, control or construction joints, defects as recommended by the flooring manufacturer, RFCI, and in accordance to ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. The following are required, but not limited to, for the preparation of subfloor:

- Clean floor of oil, paint, dust, and similar substances.
- Floor must be dry and cured, free of residue from curing or cleaning agents.
- New concrete sub-floors should be cured to manufacturer or industry recommendations.

- On-grade and or below-grade sub-floors must be protected against ground moisture with an installed membrane type moisture barrier.
- Prime and or seal the concrete subfloor according to manufacturer and industry specifications.
- Preparation for installation projects with existing flooring includes the removal of existing resilient floor and existing adhesive.
- Do not use solvents to remove adhesives.

Moisture Testing

Determine dryness and adhesion of the floor by bond and moisture tests as recommended by the manufacturer, ASTM, ACI and the RFCI "MRP Specification".

Perform subfloor moisture testing in accordance with the manufacturer and industry testing procedures.

- Bond Tests if recommended by the manufacture
- ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes'
- ASTM F 1869,'Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride'.

MVER tolerances for each manufactures installation specifications and standards may vary, indicate the MVER tolerances in LBS and or RH for each product submitted on the Flooring Pricing Sheet.

Lightweight Concrete

ASTM F 2170 IRH (Internal Relative Humidity)

- Check with manufacturer's requirements, it is common that lightweight aggregate concretes with densities greater than 90 lbs. per cubic foot may be acceptable under resilient flooring.
- Surface must be dry, clean, smooth, and free of all dust and structurally sound.

Wood Substrates

- Wood subfloors must be structurally sound.
- Wood subfloors need to comply with local building codes.
- Wood subfloors should be suspended with a minimum of 18" of well-ventilated air space below.
- Crawl spaces must have a vapor barrier covering the ground.
- Wood subfloors fastened directly to the concrete, or sleeper construction, are not recommended.
- APA rated Sturd-I-Floor panels are designed as combination.

Subfloor/underlayment, but exposure to construction conditions including weather may necessitate installation of a 1/4" underlayment panel prior to resilient flooring installation.

- Resilient flooring should not be installed directly over fire-retardant treated plywood or preservative treated plywood.
- Various treatments applied to plywood may hinder the adhesive ability to bond. An additional layer of APA rated 1/4" thick underlayment is recommended.
- Perform additional subfloor preparation to obtain satisfactory adherence of flooring if subfloor test patches allows easy removal of the flooring material.

Patching Material Warrant

Responsibility for a warranty and performance of the sub-floor belongs to the concrete or cementitious patching material manufacturer and the authorized dealer, unless otherwise agreed upon and documented on the quote and purchase order.

Installation Over Old Flooring Materials

Most manufacturers do not warrant installation of hard surface materials over existing floor coverings, coatings and adhesives. The authorized dealer must not install hard surface product over existing floor coverings, coatings, and adhesives unless the purchasing entity approves and the product has manufacturer recommended instructions. The authorized dealer will install according to the industry and manufacturers recommended process for the product specified. Special installation requirements must receive approval and shall be detailed in the signed quote and purchase order.

Old black asphalt "cut back" adhesives often have a negative chemical reaction with new adhesives and must be mechanically removed or properly covered with approved cementitious patching compound. Follow manufacturer's and industry installation guidelines and recommendations when dealing with "cut back."

Installation

- Mix tile from at least two containers. A visible line either of shades or pattern variance will not be accepted.
- Tile Layout:
  - If layout is not shown on drawings, consult with the purchasing entity before proceeding. It is often recommended to lay tile symmetrically about center of room or space with joints aligned.
  - No tile shall be less than 150 mm (6 inches) and of equal width at walls.
  - Place tile pattern in the same direction; do not alternate tiles.
- Application:
  - Apply adhesive uniformly with no bare spots.

        - Conform to RFC1-TM-6 for joint tightness and for corner intersection unless layout pattern shows random corner intersection.
        - More than 5 percent of the joints not touching will not be accepted.
    - Roll tile floor with a minimum 45 kg (100 pound) roller or per manufactures installation guidelines. No exceptions.
    - The Buyer may elect to have test tiles removed to inspect for non-uniform adhesion, spotty coverage, and ease of removal. Install new tile for broken removed tile.
- Installation of Edge Strips:
    - Locate edge strips under the center of the doors unless otherwise shown.
    - Set resilient edge strips in adhesive.
    - Anchor metal edge strips with anchors and screws specified.
    - Where tile edge is exposed, butt edge strip to touch along tile edge.
    - Where thin set ceramic tile abuts resilient tile, set edge strip against floor file and against the ceramic tile edge.

Installation and Labor Warranty Guarantee

The contractor shall guarantee in writing to repair, replace or remedy any conditions due to faulty installation, such as loose materials, product failure to bond to the sub-floor for any reason, peaks, valleys or gaps in seaming, seam failure, or other quality issues. Quality issues pertaining to the product itself, such as non-performance, product failure, inconsistency in dye lots, or other quality issues shall be the responsibility of both the installation contractor and manufacturer consistent with the manufacturers' warranty and warranty/guarantee requirements of this agreement

The guarantee shall be effective for five (5) years, for both sheet goods and tile. Guarantee shall follow final acceptance of the installation.

The installation contractor shall guarantee that all other materials supplied (adhesive, transition strips, cove base, and other materials supplied) shall be as specified and shall further guarantee them for a five (5) year period following final acceptance of the installation.

The installation contractor and/or the manufacturer at no cost to the state or purchasing agency shall provide any repairs or replacements made under the guarantee. This includes any overtime/weekend/holiday pay for installers, and the moving of furniture required as a result of replacement of defective material, improper installation services, and/or performance issues related to materials or labor services.

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

The installation contractor shall replace defective material and/or repair installation deficiencies within forty-five (45) days after being notified by the state, without any expense to the State of purchasing agency. In the event the installation contractor fails to correct all defective materials or workmanship within the specified time, the state may proceed to have the work done by another firm at the contractor's expense, and the contractor shall honor and pay the cost and charges on demand.

Cleaning and Protection

- Clean adhesive marks before the adhesive sets.
- Exposed adhesive is not acceptable.
- Keep traffic off the new installation for a minimum 72 hours after installation.
- Clean and polish materials as specified by manufacture.
- When construction traffic occurs over a new installation, cover materials with appropriate covering. Secured and maintained covering until it is no longer needed.
- At entrances and where wheeled vehicles or carts are used, cover a new installation with plywood, hardboard, or particleboard over paper, secured and maintained until it is no longer needed.
- When protective materials are removed and immediately prior to acceptance, replace any damage tile, re-clean flooring, lightly re-apply polish and buff floors if specified by the manufacture.

End-User Sign-Off

- The purchasing entity shall be provided a copy of the layout drawing for approval prior to installation.
- The purchasing entity shall walk the project to discuss and document any concerns with the installation. The purchasing entity shall either sign off on the installation or provide a "punch out list" to the installer so they can make the needed repairs or corrections.

TO15004 Carpet Product Specification

SCOPE

This solicitation is only for carpet products manufactured from Nylon Type 6 and 6.6 and is not intended to include all available types of carpet. However, this solicitation does not prohibit any end user or participating entity from purchasing carpet through other means.

This solicitation contains two parts: 1. Design Specifications and Requirements, and 2. Special Product Warranty and Performance Specifications.

1. The Design Specifications and Requirements establish three Product Types based on the components that make up the carpet. These Product Types are intended to group similarly constructed products together for comparison purposes during the solicitation evaluation process only; following contract award, end users are free to evaluate and compare the components, features, and specifications of any product against any other product, without regard to each product's Product Type, in order to determine which product best suits the end user's needs. Classification in any Product Type is **not** an indication of—and will have no effect in determination of—a product's intended traffic use or ability to meet any performance specification.

2. The Special Product Warranty is the warranty applicable to each specific product, as established by the offeror. The Product Type subcategory (Moderate, Heavy, Severe) to which each product belongs is determined solely by the offeror, based on the offeror's assessment of the product's intended traffic use and the product's compliance with this solicitation's Performance Specifications, which identify minimum performance requirements. Offerors may establish a single warranty applicable to all Product Types and subcategories or may establish multiple warranties applicable to different Product Types and subcategories.

Design Specifications and Requirements

Design Specifications and Requirements				
	Test Number	**Type A**	**Type B**	**Type C**
Dye System		White/Space/Solution	Space/Solution	Space/Solution
Fiber System	ASTM D2859	6 or 6.6 Nylon	6 or 6.6 Nylon	6 or 6.6 Nylon
Modification Ratio		>2.8	≤ 2.8	≤ 2.2
Backing	British Spill Test or 10,000 Impact Test	Optional	Must Pass	Must Pass

*Note: The modification ratio is being used only to group similarly constructed products together for comparison purposes during the solicitation evaluation process and is **not** an indication of—and will have no effect in determination of—a product's intended traffic use or ability to meet any performance specification.*

Backings - Primary and Secondary Backings

Heavy Traffic and Severe Traffic categories are required to pass either the British Spill Test or the 10,000 Impact Test. The Moderate Traffic category does not have to pass either test.

Primary Backings - Tufted carpets will have a primary backing material into which the pile yarns are tufted. Woven slit fiber 100% polypropylene, nonwoven 100% polypropylene, nonwoven polyester or polyester/nylon blends, or an equivalent approved by the buyer may be used for the primary backing material.

Secondary Backings - Attached Cushion, Rubber, Secondary, Thermoplastic, Unitary, Vinyl or other types of backings are acceptable upon buyer's request.

Fabric secondary backing is to be bonded to the primary backing using premium synthetic latex or other bonding agents that meet or exceed manufacturer warranties and performance specifications.

Jute backing materials are not acceptable under this specification.

Attached Cushion: when tested in accordance with ASTM D 3676 and ASTM D 3574, shall meet the following requirements:

- Minimum density of 16.2 lbs. /ft.
- Minimum compression resistance of 5 psi
- Maximum compression set of 15%
- An attached 3 to 5 oz. non woven secondary backing
- Ash content is to be maximum 50% when measured in accordance with ASTM D 297

Rubber Backing: Rubber type attached cushion shall meet the requirements of ASTM D3676 for class A, except that:

- Minimum density is to be 18 lbs./ft3
- Minimum compression resistance is to be 5 psi
- Maximum compression set 10%
- Ash content is to be maximum 50% when measured in accordance with ASTM D 297
- For Severe Traffic applications the user may specify a minimum density of 20 lbs. /ft3.

Thermoplastic Backing: with attached cushion, when tested in accordance with ASTM B 1667, shall meet the following requirements:

- Thickness .040" .170"
- Density 15 lbs./ft3 36 lbs./ft3
- Compression deflection, 25% 5.0 psi 50 psi
- Compression set, 25% - 10%

Unitary Backing: using a chemical back-coating applied directly on the primary backing without a secondary backing is also acceptable when requested for installations, such as direct glue-down.

Vinyl Backing: is a synthetic backing which may be applied in either a "hard" or "cushioned" form.

Backing Moisture Penetration Testing - British Spill or 10,000 Impact Test

The British Spill Test measures the penetration of a dyed water solution through the carpet product over a 24-hour period. A specified liquid amount is poured from a height of one meter through a funnel onto the carpet face, where it is contained in a concentrated area for 24 hours. The carpet is then evaluated for liquid penetration through the product. Results are reported as pass or fail.

The 10,000 Impact Test is performed by placing a piece of carpet under a dynamic crush apparatus that impacts the carpet at 10.0 pounds per square inch. A small amount of red dye

solution is poured onto the surface with a filter paper under the back of the carpet. At the conclusion of the required cycles (usually 10,000), the filter paper is graded in this manner:

Design Specification Requirement

- Type A – Pass or Fail
- Type B – Must Pass
- Type C – Must Pass

Industry Specifications and Testing		
Colorfastness to Light White Dyeable	AATCC 16-2004	≥ 3
Colorfastness to Light Solution Dyed	AATCC 16-2004	≥ 4
Fiber Type	ASTM D2859	Type of approved face fiber.
Backing Moisture Penetration	British Spill Test/10,000 Impact Test	Two types of tests used to determine if moisture can penetrate the backing.

Special Product Warranty and Performance Specifications

Where technical terms are used but not specifically defined in this RFP, the intent is to apply the definition (or the implied meaning) given in "The Carpet Specifier's Handbook" published by The Carpet and Rug Institute, Dictionary of Fiber and Textile Technology and Floorcovering Dictionary.

Each manufacturer guarantees that the product(s) submitted in the Moderate, Heavy, and Severe - traffic use subcategories will meet all the manufacturer's Special Product Warranties, as well as the standards outlined in the Specifications, and manufacturer's standard warranty. Manufacturer will meet all warranty requirements and remedy any product failure with their stated remedies. In the case of a warranty conflict, the warranty that most favors the Buyer will take precedence. NASPO ValuePoint and the State of Utah make no representation or guarantee as to the accuracy of the representations made by a manufacturer or its employees, agents, or subcontractors, including authorized dealers. Manufacturers are solely responsible for such representations.

The following are the Performance Specifications with which submitted products must comply:

Alkaline Testing
Alkalinity of the subfloor need to be tested and within industry and manufacturer tolerances.

Americans with Disabilities Act
Where called for in the invitation for bid, carpet must comply with the Americans with Disabilities Act - section 4.5, with respect to edge treatment as specified (ADA - section 4.5.3), and maximum pile thickness of 1/2 inch (ADA - section 4.5.3).

Adhesion of the Carpet Cushion or Secondary Backing
Direct glue installation to the floor substrate and the adhesion of the carpets primary and secondary backings to the floor surface shall have no bubble, ridges, or any separation of the carpet from the backings or backing from the floor substrate caused by failure of the carpet, backings or cushion, and adhesives as a system.

The manufacturer will indicate on the Warranty Offering worksheet tab the number of years they will warranty the adhesion of carpet to the substrate and the adhesion of the carpet to the primary and secondary backing as described above. The manufacturer will have the opportunity to determine the length of the warranty for Moderate Traffic, Heavy Traffic and Heavy Traffic use. This warranty will be scored according to the scale listed below.

- 0 Years = 0 points
- 1 to 4 years = 6 point
- 5 to 9 years = 12 points
- 10 to 14 years = 18 points
- 15 years plus = 24 points

Antimicrobial Treatment (Upon Request)
When antimicrobial treatment is requested, such treatment must be applied to both the pile and the backing, or to the backing only, whichever is specified? If testing is required, tests must be performed by an independent testing agency approved by the state. Anti-microbial agents are to be registered with the U.S. environmental protection agency under the federal insecticide, fungicide and rodenticide act (FIFRA).

The reporting of antimicrobial and fungicide test results before and after washing as required in "test requirements for antimicrobial carpet" requires one test before the first washing and one test after the final washing, not a test before and after each washing.

Please indicate on the Pricing Sheet with a yes or no if the product does or does not meet industry antimicrobial treatment specifications

> **AATCC 174-2011 Antimicrobial Activity Assessment of New Carpets** -This test method is designed to determine the antimicrobial activity of new carpet materials consists of three procedures: a qualitative antibacterial assessment; a quantitative antibacterial assessment and a quantitative antifungal assessment. It may also be used to evaluate the effect of a cleaning process (agreed upon by the interested parties) on the antimicrobial resistance of carpets.
>
> **ASTM E 2471 – 11 Standard Test Method for Using Seeded-Agar for the Screening Assessment of Antimicrobial Activity in Carpets -** This test method provides for rapid screening of antimicrobial treatments located in or on the carpet face fiber or incorporated into the backing structure of the carpet (or both). This test method simulates actual use conditions that may occur on carpets (for example, food and beverage spills, soiling from foot traffic, prolonged moisture exposure). This test method provides a means to screen for activity and durability of an antimicrobial treatment under conditions of organic loading. This test method provides for the simultaneous assessment of multiple carpet components for antimicrobial activity. Carpets may be cleaned prior to testing with this test method in order to assess the durability of the antimicrobial effect.

Appearance Retention
Appearance retention is defined as the carpets ability to retain its original aesthetics, color, and construction integrity.

The following tests are the industry standard tests to determine a carpets ability to resist change and or if a carpet's appearance has been altered beyond the performance warranty offered by the manufacturer. The carpet is first tested in accordance with the ASTM D-5252 (Hexapod) test method and the appearance retention is measured according to CRI TM101-Assessment of Carpet Surface Appearance Change using CRI Carpet Appearance Retention Grading Scales.

All products offered are required to have a CRI TM101-Assessment of Carpet Surface Appearance Change score showing degrees of change in surface appearance through a series of imaged standards ranging from 5 (no change) to 1 (severe change) according to industry standards.

The manufacturer will indicate on the Cost Schedule the Appearance Retention Rating for each product submitted with the options of Moderate Traffic Use, Heavy Traffic Use and Severe Traffic Use

Carpet Pile Specification
Each product submitted is to meet or exceed the manufacturer's product specification for tufts per square inch, pile thickness, and pile height differential in accordance with ASTM D 418, Standard Test Methods for testing Pile Yarn Floor Covering Construction and for average pile yarn weight tested under ASTM D 5848 Determination of Pile Yarn Mass.

Buyer can request at anytime to have the manufacturer validate the product installed meets and exceeds the product specifications.

Colorfastness
Colorfastness to light shall be a minimum value of 4 after the administration of at least 40 AFU (AATCC fading units), using the international gray scale for color change, when tested as prescribed by AATC-16 option E (xenon arc).

Commercial Match
Variance in color or texture is not acceptable, all products, colors and patterns of carpet installed shall be a commercial match to the provided samples.

Delamination
Delamination or separation is not accepted for any reason. If testing for delamination is required, secondary backing shall be of a minimum average value of 3.0 pounds per inch when tested in accordance with ASTM D-3936 test method.

Dimensional Tolerance in Width
For broadloom and 6-foot goods, dimensional tolerance in width shall be within 1% of manufacturer's specifications, as determined by physical measurement.

Electrostatic Rating
Claimed static rating may not deviate from the value shown in the manufacturer's current sample book or other manufacturer's current published data. For general office, classroom, and institutional environments, the carpet must not yield voltages in excess of 3.5 kv (kilovolts) under standard conditions of approximately 70 [illegible] %34 test [illegible] relative humidity when tested method.

For critical environments where computers and related equipment are used, a lower maximum KV value may be requested. Only static control inhibitors that are built-in, or are otherwise permanent, are acceptable.

Temporary treatments are not acceptable, nor are any topical treatment if it discernibly increases soiling rate.

Fluorochemical Finish
A minimum average of 350-ppm fluorine on the pile fiber when 3 separate tests are conducted in accordance with CRI TM-102 test method.

Indoor Air Quality (IAQ):

- Carpet, adhesives, and seam sealers shall be VOC compliant as certified with CRI Indoor Air Quality Carpet Testing Program Green Label Plus or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria as per ASTM D5116 CRI Test Program.

- Method for determination of VOC emitted from carpet using specific sorbent tube and thermal desorption/gas chromatography as per ASTM 7339.

Labeling
All carpet must be properly labeled in accordance with the Textile Fiber Identification Act. Each roll or box of carpet must be properly "side marked" by the manufacturer as to what jobsite the carpet is intended for, in order to provide traceability of the carpet during installation, testing and or other related activities.

Life Cycle Expectations
Life Cycle Expectations, for the purpose of this solicitation, is the length of time the manufacturer is willing to warranty their carpet for all items listed in the specification. Lifecycle being defined as the level of acceptance determining the years of useful life of the carpet. The Manufacturer shall warranty that the carpet in each category will maintain the Industry standards for CRI TM101-Assessment of Carpet Surface Appearance Change in Moderate Traffic, Heavy Traffic and Severe Traffic for that category for a specified number of years the manufacturer determines.

The manufacturer will indicate on the Carpet Warranty Offering worksheet tab the number of years they will warranty Moderate Traffic Use, Heavy Traffic Use, and Severe Traffic in product categories Type A, Type B, and Type C.

Minimum Number of Colors or Patterns
Each individual carpet collection, design or series presented must have at least eight (8) standard colors or patterns shown in the manufacturer's current sample book for that product. If buyer request it is acceptable for manufacturers to offer custom colors and patterns. All custom colored products will be the same specifications as the corresponding standard-color/pattern carpet in the manufacturer's current sample book, literature or website.

Breadth and Depth of Offering
The manufacturer will indicate on the Carpet Warranty Offering worksheet tab how many products they have submitted for each category. The manufacturer will be awarded points for their ability to offer the State(s) a wide variety of products in each subcategory quality level. The cost schedule allows up to 30 Styles/Collections per product subcategory product type quality level. The manufacturer will indicate on the Warranty Offering worksheet tab the number of Styles/Collections entered on the cost schedule for each carpet type for Moderate Traffic Use, Heavy Traffic Use and Severe Traffic Use. Offerors must submit a minimum of 15 styles/collections per quality level (Moderate, Heavy, and Severe).

Moderate Traffic Use, Heavy Traffic Use, Severe Traffic Use

- 0 products = 0 points
- 1 - 10 products = 33 point
- 11 – 20 products = 66 points
- 21 – 30 products = 99 points

Modular Carpet
Modular carpet (or "carpet tiles") are to be within 1/32" of the specified size dimensions, as determined by physical measurement. Dimensional instability of tiles is to be +/- .15% maximum with respect to the specified size, when tested using the ISO 2551 (AACHEN test).

Noise Reduction
An acceptable method for rating the sound absorbency of carpet and or carpet installed with an underlayment systems is the Noise Reduction Coefficient (NRC). From data presented in the CRI "Carpet Specifier's Handbook," the NRC of various types of carpets and or carpet installed with an underlayment systems can range from .15 to .70.

There is not a minimum value of the NRC required in this specification. In special situations when noise reduction is an issue, consideration may be given to the NRC rating in determining what carpet meets the projects requirement.

NSF/ANSI - ISO 140 Sustainable Assessment for Carpet
Sustainability Assessment for Carpet is the industry standard for sustainability evaluation and certification of carpet products across their entire life cycle.

> Manufacturer to indicate on the Carpet Cost Schedule if the products submitted are Not Certified, Silver, Gold or Platinum ISO 140 Certificated.

Pile Density
Claimed average pile density may not deviate from the value shown in the manufacturer's current sample book or other manufacturer's current published data.

Pile Weight
When testing for pile yarn weight is requested, the testing procedure is to be done in accordance with ASTM D 5848. A tolerance of minus 6% (-6%) from the nominal pile yarn face weight as specified in the manufacturer's sample book, website or other printed literature is allowed. A manufacturer may not "dial up" or "dial down" the amount of pile yarn in a product to be different from that shown in the sample book, website or other printed literature for the product presented.

Pile Thickness
ASTM D 418 will be used if a project requires a very specific pile thickness is required. Unless otherwise specified, pile thickness is to be determined in the finished, rather than tufted, condition.

Pill Test for Flammability
The Federal Standard FF 1-70 requires that no more than one out of eight test specimens shall burn a distance of 3" from the point of ignition when tested according to the method prescribed in that standard. All carpeting is to meet the Federal accepted criteria of the pill test.

Product Selection
Final determination and qualification of a manufacturer rests solely with the Evaluation Committee.

Product Submissions
The manufacturer determines the appropriate subcategory for their products. The manufacturer is not required to submit products in each product type (Type A, Type B, and Type C) or each Quality Level (Moderate, Heavy, and Severe). Manufacturers may submit to one or more of the product types, and they may submit to one or more of the quality levels within that product type. The manufacturer determines the appropriate quality level for their products. The State recognizes that there are many factors that impact carpet performance, which is why we allow the manufacturer to designate their carpet as Moderate, Heavy, or Severe. The manufacturer must submit a minimum of 15 styles/collections for each Product Type (Type A, Type B, Type C) Quality Level. Our goal is to have a variety of styles/collections for end users to choose from so that they can successfully make a buying decision for any project type.

Product Introduction Date
Manufacturer shall supply the product introduction date as Month/Year on the cost schedule.

Prorated Warranty Replacement
If it is determined a claim is valid the Manufacturer and/or Installation Contractor will replace the failed product according to the warranty, with the manufacturer ultimately responsible to ensure that their authorized dealer completes the replacement and/or repair of failed product or installation.

The manufacturer will have the opportunity to indicate on the Carpet Warranty Offering worksheet tab the life cycle expectation for each product specified for Moderate Traffic Use, Heavy Traffic and Severe Traffic use. Life cycle is further defined in this document under the Title Life Cycle Expectation.

Using the Manufacturer's determined life cycle expectation the Manufacturer will also have the opportunity to indicate if the replacement of failed product will be covered under a non-prorated or prorated warranty. The Manufacturer will indicate on the Warranty Offering worksheet tab what the life cycle expectation and prorated warranty for each category quality level is and the warranty will be scored as part of the evaluation process as follows.

PRORATION SCHEDULE

Points available:

- 0 % = 0 Points
- 1 – 20 % = 2.1 point
- 21 – 40 % = 4.2 points
- 41 – 60 % = 6.6 points
- 61 – 80 % = 8.7 points
- 81 – 99 % = 10.8 points
- 100 % = 12.9 points

Quality Assurance
All products or materials installed under this contract are subject to the approval of the purchasing entity. Any rejected items, goods, materials or installation resulting from noncompliance, defect or performance failure for any reason whether held or returned, shall be at the Manufacturer and or Installation Contractor's risk.

Quality Products Submitted
Products will meet or exceed the manufacturer's standard warranty as well as meet or exceed the Special Warranty Terms and Conditions. Product failure, warranty claims and resolution to a claim will be determined based of the stronger warranty for the specific claim issue.

Radiant Panel Test for Flammability
The "flooring radiant panel test" is a second flammability test. This test assesses the tendency for a carpet to spread flame when it is exposed to a fully developed fire above it, such as during an advancing flame front. All carpeting is to meet the acceptance criteria of the flooring radiant panel test, which is ASTM E-648 or NFPA-253, for class I (average minimum 0.45 watts per square centimeter), in the direct glue down configuration.

In addition, the purchasing entity may require that the carpet be so tested in the actual installed configuration (e.g. With attached cushion) in accordance with applicable local building codes.

Resistance to Soiling
Soil Resistance is the carpets ability to release dry soils. All carpets presented are to have a fluorochemical agent applied during manufacturing in strict accordance with the Fluorochemical manufacturer's published instructions

Roller Chair Test ASTM D6962 – 12
Standard Practice for Operation of a Roller Chair Tester for Pile Yarn Floor Coverings - This practice covers a procedure for the operation of a weighted roller chair testing device that rotates and moves across a test specimen of pile yarn floor coverings. This practice is used to prepare specimens for additional testing, including but not limited to: visual assessment of delamination of the secondary

backing, visual assessment of the pile surface, resistance to delamination measurement, tuft bind, and pile yarn raveling.

No edge ravel or delamination after 25,000 cycles

Separate Cushion
Separate cushion shall meet the criteria recommended in "Selecting the Correct Contract Carpet Cushion for Every Traffic Area," published by the Carpet Cushion Council. All types of separate cushion listed in that document are allowed. Separate cushion shall comply with all flammability or fire protection requirements in State and City Building Code and Ordinances.

Smoke Generation
The most widely used test method for smoke generation of carpet is the NBS smoke density chamber test, referenced in ASTM E-662. All carpeting is to exhibit a value of optical density of 450 or less in the flaming mode when properly tested in accordance with this procedure.

Must be **< 450 Dm**

Stain Resistance
Stain Resistance is the carpets ability to resist staining. The stain resistance of the carpet shall be a tested using red 40 and the AATCC 175 test.

Minimum ≥ 6

Tuft Bind
Tuft bind shall be a minimum of when tested by the method prescribed in ASTM D-1335.

Cut Pile Carpet – Minimum of 5lbs
Loop Carpet – Minimum ≥ 8 lbs.
Modular Carpet - ≥ 8 lbs

Warranty Resolution Process

If there is a concern with the product or installation performance the Buyer will submit a Claims Notice to the Manufacturer and or Installation Contractor of any failure of the goods or services to perform as warranted.

The Manufacturer and or Installation Contractor will inspect the installation site within 15 days of the receipt of the Claim with the Buyer and evaluate the nature of the claim.

The Manufacturer and or Installation Contractor will resolve the claim within a reasonable time under the circumstances. The manufacturer is ultimately responsible to resolve any warranty claim including, but not limited to, a warranty claim for installation failure completed by their authorized dealer. Under no circumstances will a reasonable time be longer than 45 (forty-five) days from the receipt of the Claim Notice unless the necessary carpet is not in stock and cannot be produced, delivered and installed within 45 (forty-five) days for reasons beyond the Manufacturers control.

The Buyer and or Installation Contractor will, within 20 (twenty) days of the Claim Notice, notify the Buyer in writing of such circumstances and the anticipated date of cure. The Manufacturer and or Installation Contractor will thereafter immediately notify the Buyer in writing if the carpet cannot be produced, delivered and installed by the previously anticipated date of cure and set a new agreeable date of cure.

If a quick resolution is not possible the Buyer may at the Manufacturer and or Installation Contractor expense fix any unsafe condition created by the issue without jeopardizing any warranty coverage.

The Manufacturer and or Installation Contractor may use any reasonable means to repair or resolve the claim affecting an area of carpeting bounded by natural breaks such as doorways or stairs.

Any repair must maintain a uniform blended appearance (acceptable to both Manufacturer and Buyer) as exists throughout the installation at the time of the claim. If, after the Manufacturer and or Installation Contractor has attempted to fix the claim two times and the products and or installation fails to perform as warranted they will replace the entire affected area. The replacement must maintain a uniform and blended appearance (acceptable to both Manufacturer and Buyer). The installation must be performed at the convenience of the Buyer and Facility and must not interrupt the daily activity of the occupants of the facility. Product replacement and installation, removal and disposal, handling or lifting furnishings will be covered by the Manufacturer and or Installation Contractor, including overtime, afterhours, weekend or holiday pay.

Any replacement products will either be identical to or of at least as good a quality as the products being replaced. The amount of replacement goods and services to be furnished will be sufficient to avoid the any new seams.

If the Manufacturer replaces product under warranty and the replacement product and or installation fails to perform as warranted during the remainder of the warranty period for any reason what so ever the Buyer may sue in equity or at law, including for money damages. The measure of money damages will include, without limitation, the cost of the Buyer obtaining products and installation related costs from another supplier which have at least the same warranties as those originally furnished by the Manufacturer. The amount of the products and installation related costs by which the Buyer's damages will be measured is that amount reasonably necessary to preserve as uniform an appearance as existed following the original installation. In this case there will be no proration or credit to the Manufacturer for the amount of time that the failed products and installation have been used by the Buyer. The Manufacturer's warranty period will be terminated upon the payment of such damages regardless of whether the full term of the warranty has otherwise expired or not.

The Manufacturer and or Installation Contractor will be in default of this it fails to resolve any claim upon receipt of written notice from the other party describing such claim.

If there is a concern with the product installed each product submitted shall meet the warranty and specification requirements. The manufacturer and installation contractor will be required to resolve any concerns according to the terms they have agreed to.

The Manufacturer Representatives and Installation Contractors are to use their expertise and in all projects and situations are responsible to advise the purchasing entity regarding site inspections, the specifications of proper product, needed preparation work, and installation. Manufacturer and installation contractors are to indicate on all orders (estimates and invoices) if the carpet they specified is warrantied for use in moderate traffic, heavy traffic or severe traffic applications.

If the Manufacturer or Installation Contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The manufacturer or authorized dealer must receive pre-approval for any change orders for unforeseen site preparation, product, or installation process required to complete the installation. The manufacturer or authorized dealer shall receive approval from the purchasing entity for inspection upon completion of the project.

Maintenance Requirements

Notwithstanding any preferences or recommendations made by Manufacturer, applicable warranties will be honored so long as reasonable routine maintenance is performed and the failure of the goods to perform as warranted is not shown to be the direct result of such routine maintenance or lack thereof. Reasonable means shall be deemed to have been met by Buyer by using cleaning equipment, chemicals and processes that meet the cleaning industry standards established by the IICRC and CRI.

Conflict Resolution
In the event the Manufacturer and or Installation Contractor and Buyer cannot agree on the resolution of a claim, a local certified third party independent carpet inspector is to be hired by the manufacturer to inspect and determine cause and liability.

If there is a disagreement between the parties the party in disagreement has the right to hire their own inspector. If the parties do not agree the situation needs to be resolved using a mediator before litigation.

Testing and Performance Requirements
The carpet industry uses industry-recognized tests from several different organizations. This section is broken into two sections and reviews industry tests, purpose of the test, and performance expectations.

Industry Specifications and Testing		
Alkalinity Testing	ASTM F710-05	Testing for the pH at the surface of the concrete slab
Appearance Retention	ASTM D7330-11e1	Determine the surface appearance change in pile yarn floor covering
Atmospheric Contaminants Fading	AATCC 129	Ozone shade change rating after 5 cycles using International Gray Scale
Atmospheric Contaminants Fading	AATCC 164	Resistance to fade from ozone using International Gray Scale
Colorfastness to Crocking	AATCC 165-2008	Use AATCC Chromatic Transference Sale for both wet and dry
Colorfastness to Light White Dyable	AATCC 16-2004	International Gray Scale for Color Change/ no less than 3 after 80 AFU's
CRI Green Seal	ANSI - IEC Guide 65	Establishes standards for indoor air quality (IAQ)
Critical Radiant Flux	ASTM E648-10e1	Class 1 - Fire spread rate - Comply with Federal/State/Local requirements
Delamination	ASTM D3936-11	When primary and face yarns separate from the secondary backing
Dimensional Changes	ISO 2551:1981	For broadloom and 6 foot goods
Electrostatic Propensity of Carpet	AATCC 134-2011	AATCC 171 HWE 5 times before test - Not to exceed 3.5 kV
Emission Rate of Concrete	ASTM F1869-11	Anhydrous Calcium Chloride testing measuring moisture vapor emissions
Methenamine Pill Test	ASTM 2859	Federal flammability standard
Pile Density	ASTM D6859/D7241	Pile density = 36 x pile weight (oz./sq yd.) / pile thickness 9inches)
Pile Weight	ASTM D5848	Weight measured per square yard
Roller Chair Test	ASTM D6962-12	Used to determine delamination, pile surface, tuft bind and pile yarn raveling
Rubber Cellular Attached Cushion	ASTM D3676-07	To provide tests for rubber cellular cushion for carpet and rug underlay
Smoke Density Chamber Test	ASTM E662	Measures density of smoke by carpet in flaming modes (State Codes)
Stain Resist	AATCC 175-2008	After 2 AATCC171 HWE use AATCC Red Dye 40 Stain Scale
Sustainability Assessment	NSF/ANSI 140	Standard by which to evaluate/certify sustainability of commercial carpet
Tuft Bind - Cut Pile Carpet	ASTM D1335-11	The force required to pull a tuft from the carpet backing
Tuft Bind - Loop Carpet	ASTM D1335-11	The force required to pull a tuft from the carpet backing

Product Performance Specifications and Requirements: This table identifies the minimum performance requirements for all carpet submitted in response to this solicitation.

Minimum Product Performance Specifications and Requirements		
	Test Number	All Carpet Submitted
Alkalinity Testing	ASTM F710-05	≤ 9 pH
Appearance Retention	ASTM D7330-11e1	Industry Standards
Atmospheric Contaminants Fading	AATCC 129	≥ 3
Atmospheric Contaminants Fading	AATCC 164	≥ 3
Colorfastness to Crocking	AATCC 165-2008	≥ 4
CRI Green Seal	CRI Green Seal	Green Label Plus
Critical Radiant Flux	ASTM E648-10e1	> 0.45 watts /cm2
Delamination	ASTM D3936-11	No Delam Accepted For Any Reasons.
Dimensional Changes	ISO 2551:1981	< 1%
Electrostatic Propensity of Carpet	AATCC 134-2011	<3.5
Emission Rate of Concrete	ASTM F1869-11	<3 lbs. per/1000sf /24hr
Methenamine Pill Test	ASTM 2859	Must Pass
Pile Density	ASTM D6859/D7241	4500 Minimum
Pile Weight	ASTM D5848	≥ 14 oz./yrd2
Roller Chair Test	ASTM D6962-12	No edge ravel or delamination after 25,000 cycles
Rubber Cellular Attached Cushion	ASTM D3676-07	Min Density 18 lbs./ft3
Smoke Density Chamber Test	ASTM E662	< 450 Dm
Stain Resist	AATCC 175-2008	≥ 6
Sustainability Assessment	NSF/ANSI 140	Not Certified, Silver, Gold or Platinum
Tuft Bind - Cut Pile Carpet	ASTM D1335-11	Min 5 lbs.
Tuft Bind - Loop Carpet	ASTM D1335-11	≥ 8 lbs.
Tuft Bind - Modular Carpet	ASTM D1335-11	≥ 8 lbs.

WSCA-NASPO Floorcovering
Solicitation TO15004
Carpet Installation Specifications

General Requirements

Products submitted in response to this solicitation and installed under the resulting agreement(s) must meet or exceed the manufacturer's installation instructions and/or installation recommendations including any special precautions, industry recommended best practices, and the solicitation specifications and performance tests. Installation must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

Carpet Installation Specifications and Special Warranties

The contractor is the expert and in all projects and situations is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation. The contractor is responsible for, but not limited to, the following preparations and installation expertise. If the contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The purchasing entity is responsible for payment of any approved site preparation, product, or installation process required.

Adhesion of the Carpet Cushion (Or Secondary Backing)

Adhesion to the floor substrate and adhesion of the carpet primary and secondary backings shall be continuous on the floor surface so there are no bubble, ridges, or any separation of the carpet from the backings or backing from the floor substrate caused by failure of the carpet, backings or cushion, and adhesives as a system.

Asbestos

Legal requirements may vary from State to State. Buyer and Installer must comply with applicable Federal, State, and Local Building Codes, Requirements, or Standards as well as manufacturing, carpet industry and CRI Specifications that pertain to Asbestos, Asbestos Testing and Asbestos Abatement.

Building Conditions

- Conditions inside building shall be brought to levels to be normal at occupancy of building. Conditions include normal levels of humidity, lighting, heating, and air conditioning.
- Carpet installation is not to begin until HVAC system is operational and following conditions are maintained for at least forty eight (48) hours before, during and seventy two (72) hours after completion
- Carpet is to be installed when indoor temperature is between 65 deg F to 95 deg F (18 deg C to 35 deg C) with maximum relative humidity of sixty five (65) percent.
- Substrate surface temperature should not be less than 65 deg F (18 deg C) at time of installation.

- Do not allow temperature of indoor-carpeted areas to fall below 50 deg F (10 deg C), regardless of age of installation.
- Maintain fresh air ventilation after installation for seventy two (72) hours minimum or until lingering odors are gone.

Installation and Labor warranty Guarantee
The contractor shall guarantee in writing to reinstall or re-stretch any carpet that is wrinkled and to correct any other condition due to faulty installation, such as 'peaks' or 'valleys' in seaming, seam failure, or other quality issues. Quality issues pertaining to the product itself, such as non-performance, product failure, inconsistency in dye lots, or other quality issues shall be the responsibility of both the installation contractor and manufacturer consistent with the manufacturers' warranty and warranty/guarantee requirements of this agreement

The guarantee shall be effective for five (5) years, for both broadloom and tile. Guarantee shall follow final acceptance of the installation.

The installation contractor shall guarantee that all other materials supplied (adhesive, cushion, transition strips, cove or carpet base, and other materials supplied) shall be as specified and shall further guarantee them for a five (5) year period following final acceptance of the installation.

The installation contractor and/or the manufacturer at no cost to the state or purchasing agency shall provide any repairs or replacements made under the guarantee. This includes any overtime/weekend/holiday pay for installers, and the moving of furniture required as a result of replacement of defective material, improper installation services, and/or performance issues related to materials or labor services.

The installation contractor shall replace defective material and/or repair installation deficiencies within forty-five (45) days after being notified by the state, without any expense to the State of purchasing agency. In the event the installation contractor fails to correct all defective materials or workmanship within the specified time, the state may proceed to have the work done by another firm at the contractor's expense, and the contractor shall honor and pay the cost and charges on demand.

Installation Specifications and Guidelines
- All installations shall be in accordance with the CRI Installation Standard 2011, Industry Installation Standards and in accordance with the manufacturer's written installation Specifications.
- Dealer must present with bid document a letter of recommendation from the mill showing at least one of their installers working on each project is a Certified

CFI Master or Contract II grade installer, or FCIB certified.

- Carpet to be installed by qualified installers with a minimum of 5 years experience in the installation of commercial carpets.
- Installation shall be in full compliance with all federal, state, and local regulations and ordinances.

Methods of installation may include:

- Stretch-in, with separate cushion
- Direct glue-down, with or without attached cushion
- Double glue-down ("double-stick"), with separate cushion
- Other methods, where specifically approved by the state

Seams

Seams appearance shall not be visible from any standing position other than that which is unavoidable using the best seaming materials and practices available at the time of installation. Seam separation is not acceptable for any reason.

Substrate Preparation

Concrete Slab

Substrate and testing concrete substrates is one of the most important steps in product selection and the contractor is responsible to determine and recommend to the Buyer the appropriate products, preparation work, and installation methods.

The contractor is responsible to avoid installing products on substrates that test higher than the industry and or manufacturer's specifications.

The contractor is responsible for product not being installed over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have Alkalinity range, RH Levels and Concrete Moisture Vapor Emission Rate (MVER) recommended by CRI Carpet Installation Standard 2011, ASTM Specifications, Industry Installation Standards and the Carpet Manufacturer Specifications.

Conditions must include normal levels of humidity, lighting, heating, and air conditioning recommended by CRI Carpet Installation Standard 2011, ASTM Specifications, Industry Installation Standards and the Carpet Manufacturer Specifications.

Perform subfloor moisture testing in accordance with the manufacturer and industry testing procedures.

- ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes'
- ASTM F 1869,'Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride'.

MVER tolerances for each manufactures installation specifications and standards may vary, indicate the MVER tolerances in LBS and or RH for each product submitted on the Carpet Cost Schedule.

ASTM F710 - This practice covers the determination of the acceptability of a concrete floor for the installation of resilient flooring. Although carpet tiles, carpet, wood flooring, coatings, films, and paints ae not specifically intended to be included in the category of resilient floor coverings, the procedures included in this practice may be useful for preparing concrete floors to receive such finishes.

pH testing should be performed with results ranging between 5.0 and 9.0 (ASTM F-710). Take corrective measures if the results exceed these limits

Wood Subfloor
Wood substrates need to be structurally sound, dry, flat and securely anchored. Substrates, such as plywood, hardwood, particleboard or other materials, are need to be flooring grade (APA approved) and installed according to manufacturer specifications. Irregularities, imperfections and joints are required to be properly patched and prepared.

Resilient Flooring
Installing carpet over resilient flooring is acceptable as long as the resilient flooring is securely bonded to the substrate, properly prepared and is within industry and the manufacturing specifications. Carpet needs to be compatible with the carpet backing and adhesive.

NASPO ValuePoint Floorcovering and Related Services

Mannington

Attachment E

MA2282 Warranty Offering Schedule - Modular Tile

Firm Name:	Mannington Commercial

Adhesion of the Carpet Cushion or Secondary Backing

Carpet Type	Carpet Designation	Number of Years Warrantied	UOM
Type A	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type B	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type C	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years

Life Cycle Expectations - Prorated Warranty Replacement

LIFE CYCLE WARRANTY OFFER

Carpet Type	Moderate Traffic	Heavy Traffic
Type A	1	1
Type B	1	1
Type C	1	1

PRORATION SCHEDULE

Carpet Type	Year	Proration % Offer			
		Moderate Traffic	Heavy Traffic	Severe Traffic	
Type A	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	
Type B	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	

	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	
Type C	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	

MA2282 Warranty Offering Schedule - 12 Foot Broadloom

Firm Name:	Mannington Commercial

Adhesion of the Carpet Cushion or Secondary Backing

Carpet Type	Carpet Designation	Number of Years Warrantied	UOM
Type A	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type B	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type C	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years

Life Cycle Expectations - Prorated Warranty Replacement

LIFE CYCLE WARRANTY OFFER

Carpet Type	Moderate Traffic	Heavy Traffic
Type A	1	1
Type B	1	1
Type C	1	1

PRORATION SCHEDULE

Carpet Type	Year	Proration % Offer		
		Moderate Traffic	Heavy Traffic	Severe Traffic
Type A	1	100%	100%	100%
	2	100%	100%	100%
	3	100%	100%	100%
	4	100%	100%	100%
	5	100%	100%	100%
	6	100%	100%	100%
	7	100%	100%	100%
	8	100%	100%	100%
	9	100%	100%	100%
	10	100%	100%	100%
	11	100%	100%	100%
	12	100%	100%	100%
	13	100%	100%	100%
	14	100%	100%	100%
	15	100%	100%	100%
	16	100%	100%	100%
	17	100%	100%	100%
	18	100%	100%	100%
	Beyond 18	100%	100%	100%
Type B	1	100%	100%	100%
	2	100%	100%	100%
	3	100%	100%	100%
	4	100%	100%	100%
	5	100%	100%	100%
	6	100%	100%	100%
	7	100%	100%	100%
	8	100%	100%	100%
	9	100%	100%	100%
	10	100%	100%	100%
	11	100%	100%	100%
	12	100%	100%	100%
	13	100%	100%	100%
	14	100%	100%	100%
	15	100%	100%	100%
	16	100%	100%	100%
	17	100%	100%	100%
	18	100%	100%	100%
	Beyond 18	100%	100%	100%
	1	100%	100%	100%
	2	100%	100%	100%

	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
Type C	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	

MANNINGTON
COMMERCIAL.

MANNINGTON'S WARRANTIES

Mannington Commercial's mission is to be the BEST people to do business with in the flooring industry. Our entire corporate profile is built around the phrase "*Choices That Work*." This means that we want to be your one and only floor covering supplier. Because of our unique ability to offer choices that work, including broadloom carpet in 6-foot and 12-foot widths, carpet tiles, VCT, PVT, LVT, resilient sheet goods, porcelain, rubber flooring, wall base, transitions, and stair treads, we effectively create a single source opportunity for our clients.

But we realize that supplying the most comprehensive flooring products of any manufacturer is nothing without proven performance and industry-leading warranties to back them up. For example:

- Our carpet products, including Integra HP and UltraBac RE broadloom carpets and all modular products – Infinity, Infinity RE, and rEvolve – all carry Lifetime Warranties. But what does that mean? Our lifetime warranties are valid as long as you choose to keep the carpet installed. If you have a problem with your Mannington Carpet in 5 years, 50 years, or even more, MANNINGTON WILL REPLACE OR REPAIR THE CARPET. This warranty is not pro-rated. You will receive full replacement value in the event of a failure.

- On the resilient side, our LVT and heterogeneous sheet goods carry a 10 year warranty and Mannington's VCT and homogeneous sheet goods carry a 5 year warranty. We also warrant our Quantum Guard HP finish coat: The QGHP wear warranty provides that the Quantum Guard HP urethane with aluminum oxide surface wear layer will not wear through, peel, or separate from the floor when used under normal commercial traffic conditions.

- Mannington's rubber flooring is warranted against excessive wear under normal usage in recommended applications for a period of ten (10) years. Excessive wear means the wearing away on the average of more than .0025" of flooring material per year during the warranty period.

If any of your Mannington flooring fails to perform as warranted, we will either repair the affected flooring to conform to the warranty without charge; or replace it with flooring of equal value and quality, again with no charge to you. We'll also pay for reasonable labor costs for any such replacement or repair.

We have focused our attention on offering everything you can possibly need to complete any and every floor covering job, including every hard and soft surface flooring option imaginable, as well as all the necessary accessories, including base, stair treads, and transitions. Our objectives are not only to manufacture industry leading products in terms of their performance and sustainability, but also to be a company that brings solutions to your problems.

1844 US Highway 41, SE
Calhoun, GA 30703-7004

tel 800.241.2262
fax 706.625.6253

manningtoncommercial.com
Choices That Work.

15 YEAR LIMITED WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington"), warrants that its carpet products made with ColorSafe® Bleach Resistant Technology will resist color loss from diluted bleach applications for a period of fifteen years from the date of original installation. For purposes of this warranty, "diluted bleach applications" means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.

EXCLUSIONS

This warranty does not cover:

- Color loss due to ozone or light fading
- Damage resulting from abnormal use, conditions such as water, storm or flood damage, or damage from use of improper cleaning agents
- Damage from overall wear

CONDITIONS

This warranty shall not be effective unless the following conditions are satisfied:

1. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mannington's recommended guidelines.
2. Carpet cleaning and spot cleaning procedures recommended by Mannington, as set forth in Mannington's recommended cleaning brochure, must be followed. *Mannington does not recommend using bleach solutions for cleaning its carpet products.*
3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this warranty.
4. The customer must provide Mannington with proof of purchase showing the original installation date, in order to initiate a warranty claim.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties; including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited warranty set forth above.

Choices that Work.

15 YEAR LIMITED WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington"), warrants that its carpet products made with XGUARD® Stain Resistant Technology will resist staining for a period of fifteen years from the date of original installation.

EXCLUSIONS

This warranty does not cover:

- Color loss due to ozone or light fading
- Damage resulting from abnormal use, conditions such as water, storm or flood damage, or damage from use of improper cleaning agents
- Damage from overall wear

CONDITIONS

This warranty shall not be effective unless the following conditions are satisfied:

1. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mannington's recommended guidelines.
2. Carpet cleaning and spot cleaning procedures recommended by Mannington, as set forth in Mannington's recommended cleaning brochure, must be followed.
3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this warranty.
4. The customer must provide Mannington with proof of purchase showing the original installation date, in order to initiate a warranty claim.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties; including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited warranty set forth above.

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington") warrants to the purchaser of its INFINITY MODULAR carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

MOISTURE BARRIER

For the life of the carpet, the carpet's moisture barrier will not permit liquids spilled on the carpet to penetrate the carpet backing.

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This Warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. The carpet must be installed indoors, for commercial, not residential use.
4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
5. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____
Address _____
Installation Address _____
Product Name _____
Square Yards _____
Mannington Commercial _____
Invoice Numbers (Attach Invoice Copies)
1) Invoice # _____ Date _____
2) Invoice # _____ Date _____
3) Invoice # _____ Date _____
4) Invoice # _____ Date _____
Dealer Name _____ Address _____
Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____
Name and Title _____
Authorized Owner Signature _____ Date _____
Name and Title _____

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington") warrants to the purchaser of its INTEGRA HP® carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

MOISTURE BARRIER

For the life of the carpet, the carpet's moisture barrier will not permit liquids spilled on the carpet to penetrate through the vinyl pre-coat.

WICK-BACK

For the life of the carpet, the carpet's vinyl precoat technology will not promote wickback stains.

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. The carpet must be installed indoors, for commercial, not residential use.
4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
5. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____
Address _____
Installation Address _____
Product Name _____
Square Yards _____
Mannington Commercial _____
Invoice Numbers (Attach Invoice Copies)
1) Invoice # _____ Date _____
2) Invoice # _____ Date _____
3) Invoice # _____ Date _____
4) Invoice # _____ Date _____
Dealer Name _____ Address _____
Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____
Name and Title _____
Authorized Owner Signature _____ Date _____
Name and Title _____

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. warrants to the purchaser of its ULTRABAC® RE carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind properties in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. Mannington's brand seam sealer must be used for lifetime warranty. Use of other seam sealers will void lifetime warranty.
4. The carpet must be installed indoors, for commercial, not residential use.
5. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
6. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____

Address _____

Installation Address _____

Product Name _____

Square Yards _____

Mannington Commercial _____

Invoice Numbers (Attach Invoice Copies)

1) Invoice # _____ Date _____

2) Invoice # _____ Date _____

3) Invoice # _____ Date _____

4) Invoice # _____ Date _____

Dealer Name _____ Address _____

Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____

Name and Title _____

Authorized Owner Signature _____ Date _____

Name and Title _____

LIMITED 10 YEAR COMMERCIAL WARRANTY

The Mannington Commercial luxury vinyl tile products including **Assurance™ Squared**, **Create™**, **Nature's Paths®**, **Nature's Paths® LockSolid™** and **Nature's Paths® Select Plank**, and **Nature's Paths® Select Tile** are backed by a Limited 10-Year Commercial Warranty for manufacturing defects as described below.

LIMITED 10 YEAR LIGHT COMMERCIAL WARRANTY

The Mannington Commercial luxury vinyl tile products **Walkway™** include a Limited 10-Year Light Commercial Warranty for manufacturing defects as described below.

LIMITED 10 YEAR NO GAP WARRANTY

The Mannington Commercial luxury vinyl tile products **Nature's Paths® LockSolid™** also includes a Limited 10-Year No Gap Warranty. A gap is defined as seam separation along the long or short end of the plank under normal commercial use. A gap must be bigger than the thickness of a business card (>10 mils) and longer than the short side of a business card (<2").

The Mannington Commercial LVT products that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty. (excludes Walkway™)
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: Assurance Squared, Create, Nature's Paths, Nature's Paths LockSolid and Nature's Paths Select Plank, and Nature's Paths Select Tile carry a Limited 10-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

LIMITED 10 YEAR COMMERCIAL WARRANTY

The Mannington Commercial heterogeneous resilient sheet flooring products including **Realities®**, **Primus®** and **Vivendi™** are backed by a Limited 10-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial heterogeneous products of **Realities®**, **Primus®** and **Vivendi™** that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third through tenth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: Realities, and Primus carry a Limited 10-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

LIMITED 5 YEAR COMMERCIAL WARRANTY

The Mannington Commercial inlaid resilient sheet flooring products including **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** are backed by a Limited 5-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial products inlaid **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: BioSpec MD, LifeLines II and Mannington Assurance II carry a Limited 5-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

WARRANTY INFORMATION

The following warranty conditions apply to first quality of Mannington's rubber tile and rubber stair treads and ConnectStep stair treads when installed in commercial applications in accordance with Mannington's Installation Instructions.

LIMITED 10-YEAR WEAR WARRANTY YEAR NOSE WARRANTY

Mannington warrants from the date of original installation, that for ten (10) years of commercial use, Mannington's rubber tile and rubber stair treads and/or ConnectStep stair tread are warranted against excessive wear under normal usage in recommended applications for a period of ten (10) years. Excessive wear means the wearing away on the average of more than .0025" of flooring material per year during the warranty period. In addition, Mannington rubber tile and rubber stair treads and ConnectStep stair treads are warranted against cracking of the nose for a period of five (5) years.

LIMITED 5-YEAR COMMERCIAL WARRANTY FOR MAUNFACTURING DEFECTS

The Mannington rubber tile and rubber stair treads and ConnectStep stair treads that you purchase are guaranteed to be free from manufacturing defects. If a defect is noted in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area. Reasonable labor costs, if installed by a professional flooring installer / contractor, will be reimbursed at 100% if the defect is reported within the first year of the original purchase, and at 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase. Mannington's obligations under this warranty are subject to the exclusions stated below.

EXCLUDED FROM COMMERCIAL WARRANTY

1. Material degradation caused by cuts, tears, punctures, soiling, discoloration, staining, or other abuse
2. Delamination issues related to improper substrate preparation, excessive moisture in the substrate and improper leveling or patching compounds
3. Improper installation-problems caused by uses and installation contrary to Mannington recommendations
4. Material degradation caused by petroleum based chemicals such as kerosene, oil, grease, etc or animal fats
5. Purchase of "Seconds," "Remnants," "Mill Trials" or other "irregular" (non first quality) flooring material, or material not part of, or available in, the regular Mannington product line.
6. Dissatisfaction due to improper installation. Mannington installation instructions are available from your dealer or by calling 1-800-FLOOR-US.
7. Any damage such as burns, stains (including those caused by rubber backed floor mats), cuts, scratches, scuffs, gouges, indentations, including lack of or improper floor protectors and furniture rests; staining caused by tracked-in dyes from carpet, fertilizers, coal, tar, or asphalt driveway sealers or oil drippings; fading or discoloration from prolonged, excessive exposure to sunlight or heat; and damage caused by other abuse or accident.
8. Labor on material installed with obvious defects.
9. Mannington warranties do not cover labor costs on repair or replacement of material which was not originally professionally installed.
10. Loss of luster or film build-up due to lack of or improper maintenance.
11. Any discoloration or bond failure on Mannington Commercial product resulting from improper adhesive selection or application.
12. Damage from narrow tipped heels.
13. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the subfloor.
14. Color, shade, or embossing deviations from samples or printed color literature.

Note: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

WARRANTY CONDITIONS

This warranty does not cover defects or damage to Mannington rubber tile and rubber stair treads and ConnectStep stair treads caused by (i) installation or maintenance that does not comply strictly with the guidelines set forth in Mannington's Installation and Maintenance Instructions, (ii) abuse (e.g. abrasives like steel wool to scour the floor, sliding heavy objects across the floor without proper protection), or (iii) severe accidents (e.g. fire, burns). This warranty covers water damage from normal use, excluding natural disasters. This warranty applies only to the original purchaser and installation site(s) and is not transferable. This warranty is valid for commercial installations. Any area that receives replacement tiles or treads must be cleared, at the consumer's expense, of any equipment, furnishings, partitions, etc., that have been installed or put into place over the tiles or treads subsequent to the original installation.

INCIDENTAL OR CONSEQUENTIAL DAMAGES

This warranty does not cover tiles or treads installed with obvious visual defects. Under the terms of these limited warranties, Mannington will not be liable for indirect, special, incidental, consequential, or other damages of any kind, no matter what the cause. Some states do not allow the exclusion of incidental or consequential damages, so the exclusion in the preceding sentence may not apply to you.

IMPLIED WARRANTIES

There are no implied warranties, including merchantability and fitness for a particular purpose, extending beyond the terms of this written warranty. NOTE: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty is in lieu of all other express warranties and gives you specific legal rights. You may also have other rights which vary from state to state or province to province in Canada.

WARRANTY CLAIMS

If there is a manufacturing defect, you must immediately provide written notice of such defect, together with proof of purchase to the flooring contractor from whom the floor was purchased. This notice must be received by the flooring contractor within the warranty period from the date of purchase. The flooring contractor will notify Mannington's Customer Care (888-673-2274) who will arrange inspection of the floor or review the complaint with the dealer. Should this inspection or review indicate an obligation on the part of Mannington, such obligation will be satisfied through your flooring contractor. For more information, please call 1-800-241-2262 or write to Mannington Resilient Floors, P.O. Box 30, Salem, NJ 08079.

LIMITED 5 YEAR COMMERCIAL WARRANTY

The Mannington Commercial VCT and Premium VCT products **Essentials**, **Progressions**, **Touchstone** and **SafeWalks** are backed by a Limited 5-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial VCT and Premium VCT products Essentials, Progressions, Touchstone and SafeWalks that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
5. Labor on material installed with obvious defects is not covered by this warranty.
6. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
7. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
8. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
9. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
10. Using non-recommended floor care products may damage the floor and void the warranty.
11. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

QUANTUM GUARD® HP WEAR WARRANTY

Mannington Commercial products containing Quantum Guard HP ("QGHP") urethane with aluminum oxide surface wearlayer include a limited wear warranty as described below. The duration of the QGHP wear warranty varies per product.

The QGHP wear warranty provides that the Quantum Guard HP urethane with aluminum oxide surface wearlayer will not wear through, peel, or separate from the floor when used under normal commercial traffic conditions.

EXCEPTIONS AND LIMITATIONS

1. Limited wear warranty applies from date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the QGHP wearlayer and will void the warranty.
5. Using non-recommended floor care products may damage the floor and void the warranty.
6. Reference Mannington Commercial Hardwood warranty for other warranty limits related to commercial wood products.

Note: If your floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring contractor in accordance with the Mannington Commercial Installation Guidelines, including the use of recommended adhesives, Mannington Commercial will also pay for the reasonable professional labor cost to install your replacement floor. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

PRODUCT LISTINGS AND WARRANTY TERMS

Products carrying a Limited 5-Year QGHP Wear Warranty include:
- Homogeneous Sheet: BioSpec MD, LifeLines II, Mannington Assurance II
- Heterogeneous Sheet: Relay RE
- Engineered Hardwood: American Hardwoods Collection, Legacy Hand-Crafted Hardwoods Collection, Earthly Elements

Products carrying a Limited 10-Year QGHP Wear Warranty include:
- Heterogeneous Sheet: Primus, Realities, Insight Plus
- Luxury Vinyl Tile: Nature's Paths, Nature's Paths Lock Solid, Nature's Paths Select, Assurance Squared

Note: All products include a limited commercial warranty for manufacturing defects. Please reference website for specific warranty details.

David Stinson

David_stinson@mannington.com

804-580-0751

2808 Ann Johnson Lane
Williamsburg, VA 23185

DIRECTOR OF GOVERNMENT SALES

Mannington Commercial

2009 – Present

Manage all Federal/State and Cooperative Purchasing contracts for Mannington Commercial, including: GSA, TXMAS, NPP, NJPA, CMAS etc.

Additional responsibilities include overseeing Sales, Marketing, and Reporting for all applicable contracts.

DIRECTOR OF GOVERNMENT SALES

Lees Carpets

1995 – 2004

TERRITORY MANAGER

Lees Carpets

1989 – 1994

FORMAL EDUCATION

BBA, James Madison University, 1987

MANNINGTON
COMMERCIAL

Contact Information

Contract Administrator

David Stinson
Mannington Commercial Government

Phone: 804.580.0751

David_Stinson@mannington.com

Usage Report Administrator

Emily Hurd
Senior Financial Accountant

Phone: 706.602.6325

Emily_Hurd@mannington.com

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.

Yes, Mannington Commercial does have a marketing plan to ensure smooth implementation and execution of all aspects of this contract. The Contract Administrator will be your one point of contact, David Stinson, who will manage the entire process from start up through the life of the contract. He will be available to resolve any outstanding issues and ensure the marketing plan is completed as described.

The first step in our marketing plan is to ensure the proper internal and external contract stakeholders have been properly notified. To do so, Mannington will create and distribute a program launch announcement through both electronic and hard copy versions. This announcement will provide necessary pricing, terms and conditions, ordering procedures, and general sales initiatives to our internal teams. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement both regionally and nationally.

Secondly, our internal Strategic Account Services department is ready to manage your account from the date of notification of award. The transition phase will consist of the cohesion of your purchase order transmittal process with our own order receipt and processing program. The system is in place to process orders immediately. Our experience has shown us that typical set up time for your entire system will be 1-3 weeks. This entire implementation process can be done in conjunction with order placement and material shipment, eliminating any potential downtime.

With the support of the Strategic Accounts team, your Contract Administrator and local Mannington District Manager will be heavily engaged in the day to day activities of all of your projects as well. They will field inquiries, verify pricing, and respond to product questions. If awarded a contract, Mannington will work with you to establish a more specific contact list and ordering guidelines as part of the implementation process.

With David as the National Contract Administrator, he will work on a national level to coordinate Mannington's sales efforts with WSCA-NASPO Cooperative Organization. In addition, he will pursue strategic partnerships with other WSCA-NASPO vendors, encourage lead sharing, and collaborative efforts where appropriate to better serve NPP members.

We also encourage partnering for targeted marketing campaigns both regionally and nationally. We propose putting together a pamphlet detailing the ordering specifics, contact information, and other frequently asked questions to provide to potential end-users for ease of use with this contract. Also, Mannington is open to attending national conferences and other local sites as needed by State of Utah and/or WSCA-NASPO members.

Mannington has an internal marketing team that is responsible for creating awareness of the Master Agreement and easy access to the supporting information, pricing, and general terms and conditions of the contract. They are willing to work with WSCA-NASPO Organization in creating our program launch

announcement and distribute to all of your participating/eligible members as well. This announcement will define the products and services offered by Mannington through the Master Agreement and include a link to our website where the Agency can access product information, technical and post sales support, Mannington sales and support rosters and listing of Mannington distributors.

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - Form AA-14

PERFORMANCE MEASURES ☐ CHECK IF ARRA FUNDED CONTRACT ☐ CHECK IF IRENE FUNDED CONTRACT ☐

I. CONTRACT INFORMATION **Contract# 00000000000000000000031720**

Amendment # N/A

Agency/Department: **Agency of Administration, Department of Buildings and General Services**

Business Unit: **Vendor No:**

Contractor: **MANNINGTON MILLS INC.DBA MANNINGTON COMMERCIAL**

Address: 1844 US HWY 41 SE, CALHOUN, GA 30701

Starting Date: **7/1/2016** Ending Date: 12/14/2020

Summary of contract or amendment: STATEWIDE FLOORCOVERING AND INSTALLATION

II. FINANCIAL INFORMATION

Maximum $ payable under contract: $0.00 Maximum units under contract: If Renewal:

This Amendment-$ Change: Cum. Amendments- $ Change: $0.00 Cum % Change:

Unit change: Prior $ max: Prior units:

Rate: Prior Rate:

Source of Funds: **General Fund:** **Federal:** **Other Fund:**

Appropriation(s) Dept Id #: VARIOUS

III. SUITABILITY OF PERSONAL SERVICES CONTRACT

☒ Yes ☐ No Does this contractor meet all three parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If not, please indicate why this work is being arranged through a contract.

☐ Yes ☒ No Is agency liable for income tax withholding or FICA?

☐ Yes ☒ No Should contractor be paid on the state payroll?

IV. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified bid ☐ Sole Sourced ☐ Qualification Based Selection

V. TYPE OF CONTRACT

☒ Personal Service ☐ Construction ☐ Arch/Eng. ☐ Commodity ☐ Privatization** ☐ Technology ☐ Marketing

***Requires DHR review*

VI. CONFLICT OF I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this contractor was selected for improper reasons? (If yes, explain)

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Contract must be approved by the Attorney General under 3 VSA §311(a)(10) (over $10,000).

☐ Yes ☒ No I request the Attorney General to review this contract as to form.

☐ Yes ☐ No Already performed by in-house AAG, or counsel? _____ (Initial)

☐ Yes ☒ No Contract must be approved by the CIO/Commissioner of DII; for IT hardware, software or IT related personal services over $15,000

☐ Yes ☒ No Contract must be approved by the CMO; for Marketing services over $15,000

☒ Yes ☐ No This contract must be approved by the Secretary of Administration.

☐ Yes ☒ No DHR

VIII. AGENCY HEAD CERTIFICATION

I have made reasonable inquiry as to the accuracy of the above information.

Date	Agency or Department Head	Date	Approval by Agency Secretary (if required)
	e-Signed by Michael J. Obuchowski on 2016-06-17 13:40:57 GMT		

Date	Approval by Attorney General	Date	**Reviewed By Comm. DHR or DHR AAG
	e-Signed by Jesse Moorman on 2016-06-29 15:05:11 GMT		

Date	CIO (initial)	Date	CMO (initial)	Date	Approval by Secretary of Administration
					e-Signed by Michael Clasen on 2016-06-29 20:33:29 GMT

Revised September 30, 2015

e-Signed by sam winship on 2016-06-29 19:44:05 GMT

STATE OF VERMONT
PARTICIPATING ADDENDUM NO. 31720

Floorcovering and Installation

STATE OF UTAH NASPO VALUEPOINT MASTER AGREEMENT MA2279

MANNINGTON MILLS dba MANNINGTON COMMERCIAL

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 Mannington Mills dba Mannington Commercial 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 MA2279 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 MA2279

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 MA2279

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 # MA2279 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: MANNINGTON MILLS dba MANNINGTON COMMERCIAL-PA 31720
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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	David Stinson
Address	PO Box 12281, Calhoun, GA30703
Telephone	804-580-0751
Fax	
E-mail	David_Stinson@Mannington.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 NASPO ValuePoint 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 Fulfilment 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.

   a. **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.

   b. **No Lease Agreements:** State Purchasers are prohibited from leasing under this Participating Addendum. This restriction is not applicable to Additional Purchasers.

   c. **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.

d. **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 21V.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. T**axes 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 # MA2282

STATE OF UTAH COOPERATIVE CONTRACT

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

Mannington Mills dba Mannington Commercial
Name

PO Box12281
Address

Calhoun GA 30703
City State Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person David Stinson Phone #804-580-0751 Email david_stinson@mannington.com
Vendor #VC0000148287 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

Harvey L McWhorter Jr 2/22/16
Contractor's signature Date

Harvey L McWhorter, Jr. Controller
Type or Print Name and Title

STATE

2/22/16
Director, Division of Purchasing Date

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

(Revision 13 November 2015)

CONTRACTOR	AL	AK	AZ	AR	CA	CO	CT	DE	DC	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MN

This chart indicates the specific States and Product Subcategories that were awarded. The vendor is listed in the first column on the left and the category and subcategories they were awarded in are listed below. The states are listed at the top of the chart in abbreviated form. If a vendor did not receive an award in at least one state in a specific subcategory then that subcategory was removed from the chart for that vendor.

Legend: ✓ = **Award**

▪ = **No Award**

MANNINGTON	AL	AK	AZ	AR	CA	CO	CT	DE	DC	FL	GA	HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MN
MODULAR TILE																						
Type A Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type A Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type A Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C Modular Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12' BROADLOOM																						
Type A 12' Broadloom Severe	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type B 12' Broadloom Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Moderate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Heavy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type C 12' Broadloom Severe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SHEET VINYL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	▪	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VINYL COMPOSITION TILE (VCT)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SOLID VINYL TILE / LUXURY VINYL TILE (LVT)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
RUBBER TILE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

MA	MI	MS	MO	MT	NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	PR	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Attachment A
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 Master Agreement term may be no more than 5 years unless approved by the Management Board. The Lead State will specify the Master Agreement term as approved by the Management Board.

The initial term of this Master Agreement is for (Enter Number of Years) years. This Master Agreement may be extended beyond the original contract period for (Enter Number of Renewals) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

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 (Enter the Number of Days) 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, 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.

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) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) 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, but not for claims arising from the State's sole negligence, 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 the Intellectual Property 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

Confirm the administrative fee associated with the contract. The template language includes the default fee of .25%. Revise the default fee as authorized by the Management Board.

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

Sourcing team will need to discuss what data elements will be required in the detailed sales reporting in relation to the elements to the standard WSCA-NASPO reporting template. Data columns should not be removed, but they can be hidden. Some data elements may not be available and will require interaction with the suppliers on creating the final reporting template for the detailed reports. Sourcing team will also need to discuss if any other reporting is needed and how data should be transmitted to lead state and WSCA-NASPO.

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 any special purposes which the Purchasing Entity has relied on the Contractor's skill or judgment, (c) the Product is suitable for recommended commercial flooring purposes associated with Contractor's Product category designations set forth by Contractor in the solicitation, (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. Contractor's product warranties, as included in the contract, apply to all products purchased under this contract.

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

Sourcing team will need to decide if the eMarket center will work for the type of service being solicited for and choose the appropriate language.

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with WSCA-NASPO to provide any unique information and ordering instructions that the Contractor would like the customer to have.

OR

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

The WSCA-NASPO Contract Administrator/Sourcing Team will decide how often the contractor should or is allowed to update products and pricing in the eMC. Insert the update timeframes in the bracketed portion of subsection 2b of the clause.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

The Lead State Contract Administrator and Sourcing Team will decide how often the contractor should validate that their punchout is accurate with products and pricing. Include those instructions in the bracketed portion of subsection 2b of the clause.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such

revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than [once per quarter]. The following conditions apply with respect to hosted catalogs:

The frequency in the bracketed phrase should be consistent with the timeframe specified in subsection 2a.

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

The Lead State Contract Administrator and Sourcing Team will decide the timeframe for updated pricing to go into effect. One month probably is too long for new products and/or pricing to go into effect.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and

responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(November 2014)

NASPO ValuePoint Floorcovering and Related Services
Mannington Mills
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; (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.

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 Suppler 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:

Usage Report Administrator

Emily Hurd

Senior Financial Accountant

Phone: 706.602.6325

Emily_Hurd@mannington.com

Contract Administrator Contact Information:

Contract Administrator

David Stinson

Mannington Commercial Government

Phone: 804.580.0751

David_Stinson@mannington.com

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 celling (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

MA2282 MANNINGTON

Attachment C Pricing Information

Cost schedules titled MA2282 Mannington Hard Surface Cost Schedule Eastern, Midwestern, Southern, and Western and MA2282 Mannington Carpet Cost Schedule Eastern, Midwestern, Southern, and Western are incorporated by reference.

The State of Utah
Division of Purchasing and General Services

In conjunction with

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

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

TO15003

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 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

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 REGULATONS

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

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 Section1.17 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.

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?

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	

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 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 REGULATONS

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.

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.

Cover/Coverage: These terms are used in conjunction with the authorized dealer's region, State, area for which they are willing, able, and capable to provide all of the products and services according to the requirements stated in this multi-phase solicitation.

CRI Green Label Plus: Using scientifically established standards, the Green Label Plus program symbolizes the carpet industry's commitment to a better environment for living, working, learning and healing. These enhanced programs set higher standards for IAQ and ensure that customers are purchasing the very lowest emitting products on the market.

Crockfastness: Ability to resist color transfer from surface of colored yarn or fabric to another surface, or to an adjacent area of same fabric, principally by dry rubbing.

Crushing: Collapsing of pile yarns, resulting in carpet matting and loss of resilience due to traffic. This form of carpet failure usually occurs in the areas of heaviest traffic. It is also called "matting" and "walking out."

Cushion-backed carpet: Carpet having a cushion, padding or underlay material as an integral part of its backing.

Cut and Loop Pile: Carpet whose face shows a pattern, either geometric or floral, made up of a combination of loop pile tufts and cut pile tufts

Cut Pile: A pile surface obtained by cutting the loops of yard in a tufted or woven carpet all tufts cut

Delamination: A form of deterioration of tufted carpet in which primary back separates from secondary back.

Denier: A scientific way of measuring different fibers or yarns using a numbering system in which the lower numbers represent the finer sizes and the higher numbers the coarser sizes.

Density: A way of measuring how close each tuft is in relation to the next tuft. Higher density carpet improves resistance to crushing and matting.

Dimensional Stability: Ability of carpet to retain its size and shape once installed.

Down-cycling: This term references any product that is not closed-looped recycled (back into the same product it originated from). Some refer to down cycling as open loop recycling.

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.

Face Weight: Total weight of face yarns in carpet.

Fiber: Fundamental material of carpet made from nylon, polyester, cotton, acrylics, wool, and recycled material.

Flammability: Procedures that have been developed for assessing flame resistance of carpets.

Foot Traffic Units: One foot traffic unit is measured as a person walking across a section of carpet, one time. A person entering and exiting a building is considered two foot traffics.

Foot Traffic according to Academy of Textile and Flooring *"Floor Covering Dictionary"* is as follows:

- **Light Traffic** – 400,000 traffics for the life of the carpet, could also include some directional traffic, but no tracked-in dirt (estimated ≤ 200 traffics per day)
- **Moderate Traffic** - In commercial environments, the presence of directional and some non-directional traffic patterns, some pivoting, little tracked-in dirt and some spillage. Moderate traffic is greater than 400,000 walk-ons or as much as 800,000 total traffics for the life of the carpet. (Estimated ≥ 200 and ≤ 400 traffics per day)
- **Heavy Traffic** – The term used to describe commercial environments where directional, non – directional, some rolling traffic, tracked-in dirt and spillage occur at a constantly high level. Heave traffic is greater than 800,000 walk-ons, up to 2,000,000 total traffics, for the life of the carpet. (Estimated ≥ 400 and ≤ 1200 traffics per day)
- **Severe Traffics** – In commercial environments where there is directional, non-directional, pivoting, tracked-in dirt, many spills and rolling traffic, foot load exceeds 2,000,000 total traffics over the life of the carpet. (Estimated ≥ 1200 traffics per day)

This specification specifies Moderate, Heavy and Severe Foot Traffics to establish performance specifications based on the end use of the facility.

Fusion-Bonded Tile: Yarns inserted between two backings layers, then split or cut down the middle to form two separate carpets simultaneously, Fusion Bond can only produce cut pile carpet.

Fuzzing or Peeling: Is the end result of poor penetration of latex through the fiber bundle of the tuft, poor yarn spinning, poor twisting, heat-setting, or improper maintenance allowing individual hairs of fibers to pull away from the bundle.

ISO 140: SF / ANSI 140: Sustainability Assessment for Carpet is the industry-Leading standard for sustainability evaluation and certification of carpet products across their entire life cycle.

Based on life-cycle assessment principles, NSF/ANSI 140 employs a point system to evaluate commercial carpet products against established prerequisite requirements, performance criteria and quantifiable metrics in six key areas:

- Public health and environment
- Energy and energy efficiency
- Bio-based, recycled content materials and environmentally preferable materials
- Manufacturing
- Reclamation and end-of-life management
- Innovation

ISO 14001: ISO 14001 is an internationally recognized standard for development and implementation of an environmental management system. Carpet Manufactures need to be third-party certified to ISO 14001.

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

LEED Certification: Leadership in Energy and Environmental Design is the US Green Building Council's

rating system for the design, construction, and operation of high-performance green buildings. Projects can qualify for one of four levels of LEED certification (Certified, Silver, Gold, or Platinum) by achieving a given number of point-based credits within the rating system.

There are different LEED Certifications that cover all types of buildings including Interiors, New Construction, Healthcare, Schools, and Existing Buildings: Operations Maintenance.

Level Loop: A carpet constructed where both ends of the loop is anchored into the backing. The pile loops are uncut, equal-length loops making a smooth and level surface.

Life Cycle Assessment (LCA): A system used to study, inventory and assess the full environmental impacts associated with a product or process. The scope of this analysis encompasses the entire life cycle from the extraction of raw materials to end-of-life management.

Lightfastness: Degree of resistance a dyed textile has to the color destroying influence of sunlight.

Loss of Tuft Definition: Bursting, opening, and untwisting of pile yarn and/or de-crimping of fibers in surface pile of the carpets pile yarns.

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.

Matting: This condition is normally associated with poor twist retention. The loss of pile definition of the carpets face fibers due to entanglement and compression of pile fibers.

Modification Ratio: The ratio between the circumference of the inner core of multi lobal fiber's cross section, and circumference of a circle drawn around outer edges of fibers cross sections' outer lobes or tips.

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."

MSDS: Material Safety Data Sheets. See www.msds.com for more information.

Multilevel Loop: A woven or tufted carpet style having tufts of varying pile heights, resulting in a sculptured appearance, pattern or subtle shading.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

Nylon: A thermoplastic used as a fiber in residential and commercial carpet. There are two common types of nylon (6 and 6,6) used in the manufacturing of carpet.

Nylon Type 6: Nylon 6 is made from one base ingredient, Caprolactam. Compared to Type 6,6 nylon, Type 6 nylon accepts dye at a faster rate. The more open molecular structure of Type 6 nylon allows dye stuffs (and stains) in more readily. Common spills and stains such as coffee, soda, foodstuffs and medicine will stain Type 6 nylon more readily than Type 6,6, whether solution dyed or conventionally dyed.

Nylon Type 6,6: Nylon 6.6 is made with two base chemical ingredients, adipic acid and hexamethylene diamine. Type 6,6 nylon has a tighter molecular structure, making it more resilient and more resistant to stains than Type 6 nylon. More than 60% of the commercial carpets in the U.S. specify Type 6,6 nylon.

Offeror: A firm that submits a proposal.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

Ozone fading: Fading of the carpets color caused by atmospheric contaminants of ozone.

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 NASPO VALUEPOINT 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 NASPO VALUEPOINT) through execution of Participating Addendums.

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

Pile: Visible surface of carpet, consisting of yarn tufts in loop, cut and loop or cut styles. Pile is often referred to as called face or nap.

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 NASPO VALUEPOINT coordinator.

Purchasing Entity: Term used in the NASPO VALUEPOINT 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.

Relative Humidity (RH) Testing: Testing of concrete slabs is defined as ratio of actual amount of water vapor present in volume of air at given temperature to maximum amount that air could hold at that

temperature, expressed as percentage. Relative Humidity test method covers quantitative determination of percent relative humidity in concrete slabs for field or laboratory tests. Moisture test results indicate moisture condition of slab only at time of test.

Resilience: Ability of a carpet to spring back to its original texture and thickness after being walked on or compressed by roller traffic or from the weight of furniture.

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

Soil Resistance: Ability of carpet fiber to resist dry soil and maintain its original appearance after intermittent or restorative cleanings.

Soiling: Occurs when dirt particles build up in carpet fibers.

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

Stain Resistance: Ability of carpet fiber to resist absorption of stain and maintain its original appearance. Stains differ from spots, stains either add color or remove color from the carpet fibers causing permanent damage. Spots are spills that do not stain the carpet and can be removed with proper cleaning steps.

Texture: Visual and tactile surface characteristics of carpet pile, including such aesthetic and structural elements.

Texture Retention: A carpet's ability to withstand crushing and matting from normal use. Although accelerated test methods (Hexapod Drum Test And Vettermann Drum Tests) do not directly compare with actual floor performance, they do give an indication of a carpet's ability to withstand crushing and matting.

Textured Loop: A carpet where all the tufts are a loop and normally there are two or three different pile heights. There is generally less difference between the lowest and highest pile heights than would be found in a multilevel loop carpet.

Tip Shear: A multilevel loop with the high loops sheared to give a cut and loop look.

Tuft: Cluster of yarns drawn through fabric and projecting from surface in form of cut yarns or loops.

Tuft Bind: The force (usually measured in pounds) required to pull tuft from carpet backing.

Tufted Carpets: Carpet manufactured on a tufting machine has four layers.

1. Face Fibers tufted by a row of needles inserts yarn into primary backing
2. Primary backing, woven or nonwoven fabric in which pile yarn is inserted by tufting needles.
3. A bonding agent used to adhere the primary to the secondary backing.
4. Secondary backing, Fabric laminated to back of carpet to reinforce and increase dimensional stability.

Twist: Winding of yarn around itself. More twist improves carpet performance (especially in cut pile).

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section1.17 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.

NASPO VALUEPOINT: NASPO VALUEPOINT Cooperative Purchasing Program. See www.aboutwsca.org for more information.

Yarn: Fibers that are twisted together to form a continuous strand.

SECTION 2: AUTHORIZED DEALER LIST AND INSTALLATION COST SCHEDULE

2.1 GENERAL INFORMATION

This section contains instructions that must be followed in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section apply to all types of products and services covered in the scope of this solicitation and offered by the manufacturer, distributor, and authorized dealer. All offerors express their willingness and ability to satisfy all mandatory requirements and terms and conditions by submitting an offer for consideration. A disqualification due to your product, firm, or proposal not meeting mandatory requirements and/or instructions 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 refer to additional mandatory requirements that are specific to the product categories. All Authorized Dealers submitted 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 this multi-phase solicitation, including Step One. Step One of the multi-phase solicitation documentation is included as attachment for reference. All offerors must submit a complete proposal packet.

Every Manufacturer/Distributor must submit an Authorized Dealer List and Installation Cost Schedule for each State. After contracts are in place, the NASPO VALUEPOINT Contract Administrator will receive inquiries from individual State purchasing agents interested in signing a participating addendum to offer floorcovering and installation services in their State. The Authorized Dealer List will be sent to the individual State purchasing agents, along with product pricing, and will serve as a complete and comprehensive packet of information that the State will use to complete the participating addendum process and to provide detailed pricing information to their end users.

There are two options that Manufacturers/Distributors may use to complete the Authorized Dealer List and Installation Cost Schedule. Each option has its own attached document.

2.2 AUTHORIZED DEALER LIST OPTION 1 – INDIVIDUAL DEALER COST

Complete attachment TO15004 Authorized Dealer List and Installation Cost Schedule INDIVIDUAL. Manufacturers and Distributors (Offerors) are required to provide all mandatory requirements and terms and conditions to their authorized dealers and maintain compliance. Manufacturers and Distributors may submit a separate installation cost for each Authorized Dealer in the State. Create an additional INSTALLATION COST worksheet (tab) for each of the Authorized Dealers in the State. Complete the dealer information, contact, and coverage information. Complete the

cost for each line item on the INSTALLATION COST worksheet (tab) for each of the Dealers in the State. The INSTALLATION COST must be fully completed with installation costs that will be quoted and invoiced for projects from any resulting awarded contract. There is no limit to the number of dealers submitted for the State, however, the list as a whole must cover the entire State. Five worksheets (tabs) have been provided. Offerors may add additional worksheets if the number of dealers exceed 5.

2.3 AUTHORIZED DEALER LIST OPTION 2 – STANDARD (CEILING) COST

Complete attachment TO15004 Authorized Dealer List and Installation Cost Schedule STANDARD. Manufacturers and Distributors (Offerors) are required to provide all mandatory requirements and terms and conditions to their authorized dealers and maintain compliance. Manufacturers may submit a standard installation cost sheet that will apply to all authorized dealers in the State, or more than one standard installation cost sheet that applies to Counties within a State. Complete the Manufacturer or Distributor Name and Coverage Description (Name of State or Counties that cost will apply to). Complete the cost for each line item on the INSTALLATION COST worksheet (tab). The cost submitted for installation will be the ceiling (maximum) cost that any dealer may quote and invoice for installation products and services. The INSTALLATION COST line items must be fully completed with installation costs. Individual States may negotiate these costs during the Participating Addendum process. Complete the DEALER LIST worksheet with Dealer information for each Dealer in the State for which the Standard Cost applies.

2.3 AUTHORIZED DEALER LIST AND INSTALLATION COST BY STATE

All offerors shall create an Authorized Dealer List and Installation Cost for each State. Coverage of the entire State entails providing a list of authorized dealers and their installation costs for each State or the standard installation costs for each State. The authorized dealers listed for each State must provide the products and services listed below and the list as a whole must provide full coverage of the entire State. It is the responsibility of the offerors to provide all the mandatory requirements, terms and conditions, and specifications to the authorized dealer. 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.

All authorized dealers in the Authorized Dealer List shall be willing, able, and capable of complying with all mandatory requirements, terms and conditions, and shall 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 and comply with all mandatory minimum requirements and terms and conditions.
- **Warranty Services:** Qualified and trained staff to provide warranty claim assistance.

The attachment TO15004 Authorized Dealer List and Installation Cost Schedule shall be completed for each as separate documents and shall be organized in the manner described. The document shall be titled and submitted as TO15004 Your Firm's Name State ADL (Example: TO15004 ABC Company Alaska ADL). Additional instructions are provided on the document.

The result will be an Authorized Dealer List for each State. The Contract Administrator will use these Authorized Dealer Lists after the contracts are awarded to provide interested States with dealer information.

The cost information provided for the authorized dealers on the installation cost sheet will not be evaluated during this multi-phase solicitation process. 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.

Refer to Section 1.27 for instructions on updating an authorized dealer list after the contract is awarded.

SECTION 3 COST SCHEDULE AND WARRANTY OFFERING INSTRUCTIONS

3.1 GENERAL INFORMATION

The Cost Schedules for Carpet and Hard Surface are separated into 4 regions for convenience. All offerors must submit each of the 4 completed attachment TO15004 Carpet Cost Schedule and/or TO15004 Hard Surface Cost. The cost schedules have a worksheet (tab) for each State in the Region. Offerors must complete the line items as instructed by providing product information and pricing for each State. Cost and product data must be submitted in the format requested in order for a fair comparison of all offerors. Any alteration of the cost schedule will deem your offer as non-responsive. Missing or incorrect cost information submitted in the cost schedule will deem your offer as non-responsive. The intent of the cost format is to facilitate a straightforward comparison among all offerors and foster competition to obtain the most advantageous pricing for end users. The cost schedule must be completed in the format provided and described in this section and on the cost schedule instructions. Alternate cost structures will not be considered. Failure to comply with the instructions for completing the cost schedule may result in the disqualification of the proposal as being non-responsive. The cost schedule was created in Excel 2010 version with drop down menu's for some columns. Other Excel versions may not be compatible, and rather than selecting the answer from the drop down menu, offerors will enter the answer as instructed. Product offered must meet or exceed product specifications.

Additionally, each offeror submitting a response to the carpet product category must complete and submit with their proposal packet the TO15004 Carpet Warranty Offering document. This document allows the manufacturer to describe their warranty offering for each of the product types and quality levels. Instructions are included on the Instruction worksheet tab of the document.

3.2 CARPET COST SCHEDULE

The 4 Attachment TO15004 Carpet Cost Schedules <Region> have 3 subcategories. Offerors may respond to one or more of the carpet product subcategories of Modular Tile, 6' (+ or – 2') Broadloom, and 12' (+ or – 2') Broadloom.

Offerors responding to any of the 3 Carpet Subcategories (Modular Tile, 6' (+ or – 2') Broadloom, and 12' (+ or – 2') Broadloom) may respond to one or more of the 3 Carpet Types (Type A, Type B, and Type C). Offerors responding to a product type may submit product in one or more of the Quality Levels. Offerors are not required to respond to all subcategories, product types, or quality levels. Instructions are provided on the attachments TO15004 Carpet Cost Schedule <Region>.

Additionally, offerors responding to any of the 3 Carpet Subcategories must provide product pricing for the entire nation by responding to each region cost schedule and by submitting price for every State located in the region. The cost schedule has a separate worksheet (tab) for each State that must be completed.

The Cost Schedule includes 90 line items for each Product Type or 30 line items for each Quality Level. Offerors responding to a Quality Level must enter a minimum of 15 product Styles/Collections per Quality Level. This minimum has been established as a sufficient minimum number of product offerings to ensure that we have a wide variety of products in the offering and also facilitate a fair comparison of cost among offerors.

Offerors may only submit product that meets or exceeds the Carpet Product Specifications stated on attachment TO15004 Carpet Product Specifications and within these RFP documents. Instructions for submitting a carpet product in response to this solicitation are included on the attachments TO15004 Carpet Cost Schedule <Region>.

The contract administrator or any participating entity or purchasing entity (end user) may request at any time documentation to support compliance with any of the requirements, specification standards, or testing requirements. Offerors must meet the most current version of any and all standards required in this document.

3.3 HARD SURFACE COST SCHEDULE

Attachments TO15004 Hard Surface Cost Schedule <Region> has 5 subcategories. Offerors may respond to one or more of the hard surface product subcategories of Sheet Vinyl, Sheet & Tile Linoleum, Vinyl Composition Tile (VCT), Solid Vinyl Tile (Luxury Vinyl Tile), and Rubber Flooring.

Each Hard Surface Subcategory has a Good, Better, and Best quality level. The differentiations between those levels are to be determined by the offeror, but offerors may not submit a product into more than one of the quality levels. One or more of the following criterion may be used to determine the differentiation.

- Warranty
- Materials and/or Manufacturing Methods
- Features and Benefits
- Cost

Offerors responding to any of the 5 Hard Surface Subcategories must provide product for all 3 Hard Surface Quality Levels (Good, Better, Best). Instructions are provided on the attachment TO15004 Hard Surface Cost Schedule.

Additionally, offerors responding to any of the 5 Hard Surface Subcategories must provide product cost for the entire nation by completing each of the 4 regional cost schedules and by submitting price for every State located in the regional cost schedules. The cost schedule has a separate worksheet (tab) for each State that must be completed.

Offerors may only submit product that meets or exceeds the Hard Surface Product Specifications stated on attachment TO15004 Hard Surface Product Specification.

Instructions for submitting hard surface products in response to this solicitation are included on the attachments TO15004 Hard Surface Cost Schedule <Region>.

The master agreement administrator or any participating entity or purchasing entity (end user) may request at any time documentation to support compliance with any of the specification standards or testing requirements. Offerors must meet the most current version of any and all standards required in this document.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 GENERAL INFORMATION

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by the contract administrator and evaluation committee members. Only those proposals that pass the administrative requirements will be evaluated further.

4.2 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.

1. Proposals 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 requirement.
2. Complete packet received. The procurement manager will ensure that each proposal contains a document for each item listed in the Proposal Checklist in Section 4.3.
3. All required documents are completely and correctly completed and submitted. Any proposal received with documents that are incomplete or not correctly completed will be disqualified and not further evaluated. It is important that each offeror read and understand the instructions. Submit questions via the Bid Sync Question and Answer feature if you are uncertain of how to complete documents completely or correctly.

The evaluation committee will further evaluate any proposal that passes the administrative requirements. 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. Submittal of a proposal by an offeror is considered in agreement to all mandatory requirements stated in any section of this multi-phase RFP process, the documents or Cost Schedules.

Compliance Factor	Criteria	Determination
Administrative Requirement	Timely Receipt of Proposal	Pass/Fail
Administrative Requirement	Complete Proposal Packet	Pass/Fail
Administrative Requirement	Complete and Correct Documents	Pass/Fail

4.3 PROPOSAL CHECKLIST

This checklist is intended to serve as a reminder to submit all the requested information. Full instructions are contained within the RFP document, the Cost Schedule, and the Authorized Dealer List and Installation Cost Schedule, Warranty Offering document and must be followed. Your documents must be titled as described. The documents must be in the order listed and contain your firm's name as described. This will allow the evaluators to quickly and efficiently identify your offer and find the information needed for evaluation purposes. It is highly recommended that a separate person in your organization double check that all documents have been submitted in Bid Sync and that each of those documents contain all the required information according to the instructions provided.

Proposal Checklist

Section 2 – Authorized Dealer List and Installation Cost Schedule

- ✓ Document Title: TO15004 Your Firm's Name Alaska ADL (Example: TO15004 ABC Company Alaska ADL)
- ✓ Document Title: TO15004 Your Firm's Name Arizona ADL (Example: TO15004 ABC Company Arizona ADL)
- ✓ Document Title: TO15004 Your Firm's Name California ADL (Example: TO15004 ABC Company California ADL)
- ✓ Document Title: TO15004 Your Firm's Name Colorado ADL (Example: TO15004 ABC Company Colorado ADL)
- ✓ Document Title: TO15004 Your Firm's Name Hawaii ADL (Example: TO15004 ABC Company Hawaii ADL)
- ✓ Document Title: TO15004 Your Firm's Name Idaho ADL (Example: TO15004 ABC Company Idaho ADL)
- ✓ Document Title: TO15004 Your Firm's Name Nevada ADL (Example: TO15004 ABC Company Nevada ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Mexico ADL (Example: TO15004 ABC Company New Mexico ADL)
- ✓ Document Title: TO15004 Your Firm's Name Montana ADL (Example: TO15004 ABC Company Montana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Oregon ADL (Example: TO15004 ABC Company Oregon ADL)
- ✓ Document Title: TO15004 Your Firm's Name Utah ADL (Example: TO15004 ABC Company Utah ADL)
- ✓ Document Title: TO15004 Your Firm's Name Washington ADL (Example: TO15004 ABC Company Washington ADL)
- ✓ Document Title: TO15004 Your Firm's Name Wyoming ADL (Example: TO15004 ABC Company Wyoming ADL)
- ✓ Document Title: TO15004 Your Firm's Name Illinois ADL (Example: TO15004 ABC Company Illinois ADL)
- ✓ Document Title: TO15004 Your Firm's Name Indiana ADL (Example: TO15004 ABC Company Indiana ADL)

- ✓ Document Title: TO15004 Your Firm's Name Iowa ADL (Example: TO15004 ABC Company Iowa ADL)
- ✓ Document Title: TO15004 Your Firm's Name Kansas ADL (Example: TO15004 ABC Company Kansas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Michigan ADL (Example: TO15004 ABC Company Michigan ADL)
- ✓ Document Title: TO15004 Your Firm's Name Minnesota ADL (Example: TO15004 ABC Company Minnesota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Montana ADL (Example: TO15004 ABC Company Montana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Nebraska ADL (Example: TO15004 ABC Company Nebraska ADL)
- ✓ Document Title: TO15004 Your Firm's Name N Dakota ADL (Example: TO15004 ABC Company N Dakota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Ohio ADL (Example: TO15004 ABC Company Ohio ADL)
- ✓ Document Title: TO15004 Your Firm's Name S Dakota ADL (Example: TO15004 ABC Company S Dakota ADL)
- ✓ Document Title: TO15004 Your Firm's Name Wisconsin ADL (Example: TO15004 ABC Company Wisconsin ADL)
- ✓ Document Title: TO15004 Your Firm's Name Connecticut ADL (Example: TO15004 ABC Company Connecticut ADL)
- ✓ Document Title: TO15004 Your Firm's Name Delaware ADL (Example: TO15004 ABC Company Delaware ADL)
- ✓ Document Title: TO15004 Your Firm's Name Maine ADL (Example: TO15004 ABC Company Maine ADL)
- ✓ Document Title: TO15004 Your Firm's Name Maryland ADL (Example: TO15004 ABC Company Maryland ADL)
- ✓ Document Title: TO15004 Your Firm's Name Massachusetts ADL (Example: TO15004 ABC Company Massachusetts ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Hampshire ADL (Example: TO15004 ABC Company New Hampshire ADL)
- ✓ Document Title: TO15004 Your Firm's Name New Jersey ADL (Example: TO15004 ABC Company New Jersey ADL)
- ✓ Document Title: TO15004 Your Firm's Name New York ADL (Example: TO15004 ABC Company New York ADL)
- ✓ Document Title: TO15004 Your Firm's Name Pennsylvania ADL (Example: TO15004 ABC Company Pennsylvania ADL)
- ✓ Document Title: TO15004 Your Firm's Name Rhode Island ADL (Example: TO15004 ABC Company Rhode Island ADL)
- ✓ Document Title: TO15004 Your Firm's Name Vermont ADL (Example: TO15004 ABC Company Vermont ADL)
- ✓ Document Title: TO15004 Your Firm's Name WA DC ADL (Example: TO15004 ABC Company WA DC ADL)

- ✓ Document Title: TO15004 Your Firm's Name Alabama ADL (Example: TO15004 ABC Company Alabama ADL)
- ✓ Document Title: TO15004 Your Firm's Name Arkansas ADL (Example: TO15004 ABC Company Arkansas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Florida ADL (Example: TO15004 ABC Company Florida ADL)
- ✓ Document Title: TO15004 Your Firm's Name Georgia ADL (Example: TO15004 ABC Company Georgia ADL)
- ✓ Document Title: TO15004 Your Firm's Name Kentucky ADL (Example: TO15004 ABC Company Kentucky ADL)
- ✓ Document Title: TO15004 Your Firm's Name Louisiana ADL (Example: TO15004 ABC Company Louisiana ADL)
- ✓ Document Title: TO15004 Your Firm's Name Mississippi ADL (Example: TO15004 ABC Company Mississippi ADL)
- ✓ Document Title: TO15004 Your Firm's Name N Carolina ADL (Example: TO15004 ABC Company N Carolina ADL)
- ✓ Document Title: TO15004 Your Firm's Name Oklahoma ADL (Example: TO15004 ABC Company Oklahoma ADL)
- ✓ Document Title: TO15004 Your Firm's Name Puerto Rico ADL (Example: TO15004 ABC Company Puerto Rico ADL)
- ✓ Document Title: TO15004 Your Firm's Name S Carolina ADL (Example: TO15004 ABC Company S Carolina ADL)
- ✓ Document Title: TO15004 Your Firm's Name Tennessee ADL (Example: TO15004 ABC Company Tennessee ADL)
- ✓ Document Title: TO15004 Your Firm's Name Texas ADL (Example: TO15004 ABC Company Texas ADL)
- ✓ Document Title: TO15004 Your Firm's Name Virginia ADL (Example: TO15004 ABC Company Virginia ADL)
- ✓ Document Title: TO15004 Your Firm's Name W Virginia ADL (Example: TO15004 ABC Company W Virginia ADL)

Section 3 Cost Schedules – Offerors may respond to one or both product categories.

Carpet Offers must include 4 Cost Schedules:

- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Western (Example: TO15004 ABC Company Carpet Cost Schedule Western)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Midwest (Example: TO15004 ABC Company Carpet Cost Schedule Midwest)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Southern (Example: TO15004 ABC Company Carpet Cost Schedule Southern)
- ✓ Document Title: TO15004 Your Firm's Name Carpet Cost Schedule Eastern (Example: TO15004 ABC Company Carpet Cost Schedule Eastern)

Hard Surface Offers must include 4 Cost Schedules:

- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Western (Example: TO15004 ABC Company Hard Surface Cost Schedule Western)

- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Midwestern (Example: TO15004 ABC Company Hard Surface Cost Schedule Midwestern)
- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Southern (Example: TO15004 ABC Company Hard Surface Cost Schedule Southern)
- ✓ Document Title: TO15004 Your Firm's Name Hard Surface Cost Schedule Eastern (Example: TO15004 ABC Company Hard Surface Cost Schedule Eastern)

Carpet Offers must contain a Carpet Warranty Offering Document:

- ✓ Document Title: TO15004 Your Firm's Name Carpet Warranty Offering (Example: TO15004 ABC Company Carpet Warranty Offer).

4.4 SCORING PROCESS

The sourcing team will evaluate each proposal that passed the administrative requirements for compliance on a pass/fail basis. Non-compliance with any of these requirements will result in a proposal being rejected if discovered anytime during the evaluation process. Only those proposals that pass the administrative requirements of this RFP will be evaluated further.

Cost Schedule Scoring

Offerors responding to the Carpet products must submit each of the 4 completed TO15004 Carpet Cost Schedules (Western, Midwestern, Southern, and Eastern Regions) and a completed TO15004 Carpet Warranty Offering document. Offerors responding to Hard Surface Products must submit each of the 4 completed Hard Surface Cost Schedule (Western, Midwestern, Southern, and Eastern Regions). All Cost Schedules must be submitted in Excel format (not pdf) per instructions provided in Section 3 and the Cost Schedules. Do not change the format of the cost schedules. The Cost Schedules are Excel Spreadsheets with multiple worksheets (tabs) for each State. Each of the tabs representing the 52 States in the regions must be completed. The following chart illustrates the total possible points for each of the product subcategories.

Product Category	Total Possible Points	Product Category	Total Possible Points	Product Category	Total Possible Points
Modular Carpet Type A Moderate		Modular Carpet Type A Heavy		Modular Carpet Type A Severe	
Type A Moderate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000

Modular Carpet Type B Moderate		Modular Carpet Type B Heavy		Modular Carpet Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
Modular Carpet Type C Moderate		Modular Carpet Type C Heavy		Modular Carpet Type C Severe	
Type C Moerate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type A Moderate		6' Broadloom Type A Heavy		6' Broadloom Type A Severe	
Type A Moerate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type B Moderate		6' Broadloom Type B Heavy		6' Broadloom Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
6' Broadloom Type C Moderate		6' Broadloom Type C Heavy		6' Broadloom Type C Severe	
Type C Moderate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type A Moderate		12' Broadloom Type A Heavy		12' Broadloom Type A Severe	
Type A Moderate Cost	629	Type A Heavy Cost	629	Type A Severe Cost	629
Type A Moderate Warranty Offering	368	Type A Heavy Warranty Offering	368	Type A Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50

Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type B Moderate		12' Broadloom Type B Heavy		12' Broadloom Type B Severe	
Type B Moderate Cost	629	Type B Heavy Cost	629	Type B Severe Cost	629
Type B Moderate Warranty Offering	368	Type B Heavy Warranty Offering	368	Type B Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000
12' Broadloom Type C Moderate		12' Broadloom Type C Heavy		12' Broadloom Type C Severe	
Type C Moderate Cost	629	Type C Heavy Cost	629	Type C Severe Cost	629
Type C Moderate Warranty Offering	368	Type C Heavy Warranty Offering	368	Type C Severe Warranty Offering	368
Marketing Plan	50	Marketing Plan	50	Marketing Plan	50
Raw Points Score	1047	Raw Points Score	1047	Raw Points Score	1047
Total Points	1000	Total Points	1000	Total Points	1000

Carpet Cost Schedule Evaluation

Each Offeror cost schedule will be evaluated based on the instructions provided on the cost schedules. Only fully completed cost schedules will be evaluated. Any cost schedule with missing, incomplete, or incorrect information may be disqualified. Do not change the format of the cost schedules or your proposal will be deemed as non-responsive. Offers cannot be fairly evaluated and compared to other offers if they are submitted in a different format or not completed as instructed. Offerors must complete all the requested information as instructed in order that we may conduct a fair comparison among all offerors.

Award will be made by State Product Subcategory Product Type Quality Level. Any Offeror who receives 800 points or more shall receive an award for the State Product Subcategory Product Type Quality Level.

This process will be repeated for each State Product Subcategory Product Type Quality Level. Each State Product Subcategory Product Type Quality Level will be a separate award process.

For the purpose of awarding contracts, only those carpet types submitted for each specific Category will be evaluated against each other. And within each category, carpet types identified as "moderate" will only be evaluated and scored against other carpet types within the same category identified as "moderate". The same will apply for carpets identified as "heavy" and "severe". The following table shows how carpet types will be evaluated and scored:

"A" Moderate	Evaluated and Scored Against	"A" Moderate
"A" Heavy	Evaluated and Scored Against	"A" Heavy
"A" Severe	Evaluated and Scored Against	"A" Severe
"B" Moderate	Evaluated and Scored Against	"B" Moderate
"B" Heavy	Evaluated and Scored Against	"B" Heavy
"B" Severe	Evaluated and Scored Against	"B" Severe
"C" Moderate	Evaluated and Scored Against	"C" Moderate
"C" Heavy	Evaluated and Scored Against	"C" Heavy
"C" Severe	Evaluated and Scored Against	"C" Severe

Hard Surface Cost Schedule Evaluation
Each Offeror cost schedule will be evaluated based on the instructions provided on the cost schedules. Only fully completed cost schedules will be evaluated. Any cost schedule with missing, incomplete, or incorrect information will be disqualified. Do not change the format of the cost schedules or your proposal will be deemed as non-responsive. Offerors must complete all the requested information as instructed in order that we may conduct a fair comparison among all offerors.

The Hard Surface Cost Schedule 'Evaluation' worksheet (tab) contains instructions for the evaluation process.

Any Offeror who receives 800 points or more shall receive an award for the product subcategory and State. This award process will be repeated for all product subcategories by State.

4.5 AWARD PROCESS

Award shall be made to the offeror(s) whose proposal is the most advantageous taking into consideration cost, warranty offering (as applicable), and marketing plan.

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.

Hard Surface: Any Offeror who receives 800 points or more shall receive an award for the product subcategory and State. This award process will be repeated for all product subcategories by State.

Carpet: Any Offeror who receives 800 points or more shall receive an award for the State Product Subcategory Product Type Quality Level. This award process will be repeated for all product subcategories by State.

As a result of the award process, the product offering by State will include a list of Manufacturers' cost schedules, warranty offerings, and corresponding authorized dealer lists for all winning firms. An example of a carpet contract offering by state is provided in attachment TO15004 Sample Carpet Contract Offering.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

SCOPE
This specification is for the purchase, installation and performance specifications of Sheet Vinyl Floor Covering, Sheet and Tile Linoleum, Vinyl Composition Tile Flooring, Rubber Tile Flooring, and Solid Vinyl Tile / Luxury Vinyl Tile.

APPLICABLE PUBLICATIONS
The publications referenced in the text contain industry standards and guidelines. Products submitted and installed under this agreement must meet or exceed the manufactures, industry, and following industry performance tests and specifications as well any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

- American Concrete Institute (ACI)
- Americans with Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM International)
- International Organization for Standardization (ISO)
- National Fire Protection Association (NFPA)
- Resilient Floor Covering Institute (RFCI)

GENERAL HARD SURFACE MATERIAL STANDARDS, GUIDELINES AND SPECIFICATIONS

ASTM D 2047 11- Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine - This laboratory test method covers the use of the James Machine for the measurement of the static coefficient of friction of polish-coated flooring surfaces with respect to human locomotion safety. Further, this test method also establishes a compliance criterion to meet the requirement for a nonhazardous polished walkway surface.

ASTM D 3889 – 05 – Standard Test Method for Coating Fabrics Abrasions Resistance - This test method covers the determination of the wear resistance of fabrics coated with rubber or plastics to abrasion. The abrasion is measured by mass loss.1.2 The values stated in SI units are to be regarded as the standard.

ASTM D 4060 - Standard Test Method For Abrasion Resistance of Organic Coatings by the Taber Abraser – Coatings on Substrates can be damaged by abrasion during manufacturing and service. This test method has been useful in evaluating the abrasion resistance of attached coatings.

ASTM D 4078 08 – Standard Specification for Water Emulsion Floor Finish - This specification covers floor polish intended for use on all non-wood floors and on sealed-wood floors.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ASTM D 5116 10 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products - This guide provides guidance on determination of emissions of organic compounds from indoor materials and products using small-scale environmental test chambers.

ASTM E 648 14c and/or NFPA 258 Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source - The efforts to determine the total quantity of smoke produced during the test by improving the photometer system, eliminating stratification, and changing the calculational procedures are discussed. The oxygen consumption method for determining the total heat contribution is described. The benefit of reporting the rate of flame spread as well as the flame spread index (FSI) is pointed out.

ASTM E 662 09 and/or NFPA 258 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials - This fire-test-response standard covers a procedure for measuring the critical radiant flux of horizontally mounted floor-covering systems exposed to a flaming ignition source in a graded radiant heat energy environment in a test chamber.

ASTM F 386 -11 Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces - This test method covers the determination of thickness of resilient non-textile floor coverings including tile and sheet having flat surfaces. This test method should not be used on materials having a foamed layer.

ASTM F 410-08 (2013) Standard Test Method for Wear Layer Thickness of Resilient Floor Coverings by Optical Measurement - This test method covers the determination of the thickness of the wear layer of resilient non-textile floor coverings, in tile or sheet form, with or without felt backing or foam layer, by optical measurement and is applicable for wear layers with a minimum thickness of 0.0004 in. (0.01 mm) to a maximum thickness of 0.1 in. (2.54 mm), where measurements within 0.0001 in. or 0.0025 mm are tolerable.

ASTM F 510 93 (R 2008) Resistance to Abrasion of Resilient Floor Coverings Using an Abrader with a Grit Feed Method - This test method covers the laboratory procedure for determining the abrasion resistance of resilient flooring using an abrader with a grit feeder.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ASTM F 970 11 Standard Test Method for Static Load Limit - This test method is intended for use in determining the recovery properties of resilient floor covering after long-term indentation test, 24 h under the load specified in the detail specification.

ASTM F 1861 08 (2012) e1 Standard Specification for Resilient Wall Base - This specification covers resilient wall base. These products are manufactured from rubber or thermoplastic materials, or a combination thereof. Wall base is used to provide a functional, as well as decorative border, between walls and floors.

ASTM F 1914 07 (2011) Standard Test Methods for Short-Term Indentation and Residual Indentation of Resilient Floor Covering - This test method covers procedures to determine short-term indentation and residual indentation of resilient flooring, when subjected to concentrated loads.

ASTM F 2169 12 Standard Specification for Resilient Stair Treads -
This specification covers resilient treads made of rubber and vinyl for interior use.

NFPA 253 and or ASTM E 648 14c - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source - Describes a procedure for measuring critical radiant flux behavior of horizontally mounted floor covering systems exposed to a flaming ignition source in a graded radiant heat energy environment in a test chamber.

NFPA 258 and or ASTM 662 09 - Standard Test Method for Measuring the Smoke Generated by Solid Materials - Methods provides a means for comparing the specific optical density of the smoke generated by materials and assemblies in the form and thickness tested, and under the specified exposure conditions

INDIVIDUAL PRODUCT MATERIAL STANDARDS, GUIDELINES AND SPECIFICATIONS

SHEET VINYL FLOOR COVERING

ASTM F 1303 04 (2014) Standard Specification for Sheet Vinyl Floor Covering with Backing - This specification covers floor covering having a vinyl plastic wear layer with backing. Products may also contain non-PVC specialty performance top layer(s) or intermediate layer(s), or both

ASTM F 1516 Standard Practice for Sealing Seams of Resilient Flooring Products By the Heat Weld Method (When Recommended) - This practice covers the instructions and precautions to be observed to ensure satisfactory performance of seams in resilient flooring sealed by the heat-weld method.

ASTM F 1913 04(2010) Standard Specification for Vinyl Sheet Floor Covering Without Backing - This specification covers sheet floor covering having a vinyl wear layer without backing. Products also may contain a clear specialty performance top layer(s).

ISO 10581 – Homogeneous Resilient Floor Coverings - specifies the characteristics of homogeneous floor coverings, based on poly (vinyl chloride), supplied in either tile or roll form. Products may contain a transparent, non-PVC factory finish.

ISO 10582 and/or ASTM F 1700 13a – Heterogeneous Resilient Floor Coverings – specifies the characteristics of non-cushioned, heterogeneous floor coverings, based on poly (vinyl chloride) (PVC), supplied in either tile or roll form. Products may contain a transparent, non-PVC factory finish.

SHEET and TILE LINOLEUM

ASTM F2034 (2013) - Standard Specification for Sheet Linoleum Floor Covering - This specification covers sheet linoleum floor covering. The following test methods shall be performed: overall thickness; static load; resistance to chemicals; resistance to heat; resistance to light; flexibility; static dissipation; and wear surface.

ASTM F2195 – 13 Standard Specification for Linoleum Floor Tile - This specification covers floor tiles made of a homogeneous mixture of linoleum cement binder calendered or pressed onto a fibrous or suitable backing. This specification also covers linoleum floor tile without backing.

ASTM F137 - Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus - Flexibility is that property of a material which allows it to be deformed by bending or rolling without cracking, breaking, or other permanent defects, using whatever force is necessary to bend or roll it. Flexibility is an important characteristic of flooring in that it provides for ease of handling in rolling, cutting, and fitting.

This test method covers the determination of the flexibility of resilient flooring materials by means of cylindrical mandrel apparatus. It is especially applicable to sheet goods and some tiles.

ASTM F925 - Test Method for Resistance to Chemicals of Resilient Flooring - This test method provides a procedure for determining the resistance of resilient

floor covering to surface deterioration when exposed to various chemical reagents. This test method is not intended as a staining test nor as a method to judge surface and appearance restoration of the sample after exposure to the chemical reagent.

ASTM F1514 Test Method for Measuring Heat Stability of Resilient Flooring by Color Change - This test method covers a procedure for determining the resistance of resilient floor covering to color change from exposure to elevated temperature over a specified period of time.

ASTM F1515 - Test Method for Measuring Light Stability of Resilient Flooring by Color Change - This test method covers a procedure for determining the resistance of resilient floor covering to color change from exposure to light over a specified period of time.

ASTM F1516 - Practice for Sealing Seams of Resilient Flooring Products by the Heat Weld Method (when Recommended) - This practice covers the instructions and precautions to be observed to ensure satisfactory performance of seams in resilient flooring sealed by the heat weld method.

VINYL COMPOSITION TILE FLOORING (VCT)

ASTM F 1066 04 (2010) e1 Standard Specification for Vinyl Composition Floor Tile This specification covers vinyl composition tile (VCT) with either smooth or embossed surfaces for flooring application.

ISO 10582 and/or ASTM F 1700 13a Standard Specification for Solid Vinyl Floor Tiles - This specification covers solid vinyl floor tiles that are monolithic, surface decorated or printed, and protected by a clear wear layer.

RUBBER TILE FLOORING

ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers Tension - These test methods cover procedures used to evaluate the tensile (tension) properties of vulcanized thermoset rubbers and thermoplastic elastomers. These methods are not applicable to ebonite and similar hard, low elongation materials.

ASTM D 2240 – 05 (2010) Standard Test Method for Rubber Property—Durometer Hardness - This test method covers twelve types of rubber hardness measurement devices known as durometers: Types A, B, C, D, DO, E, M, O, OO, OOO, OOO-S, and R. The procedure for determining indentation hardness of

substances classified as thermoplastic elastomers, vulcanized (thermoset) rubber, elastomeric materials, cellular materials, gel-like materials, and some plastics are also described. This test method is not equivalent to other indentation hardness methods and instrument types, specifically those described in Test Method D1415

ASTM F 1344 12e Standard Specification for Rubber Floor Tiles (replaced the old Federal Specification #SS-T-312b). This specification covers requirements for the compound and physical characteristics of rubber floor tile.

- Permits a thickness tolerance of +.015"/-.005" for pattern, +/-.005" for smooth
- Permits a hardness not less than 85 when tested in accordance with ASTM D-2240 Durometer (Hardness).

SOLID VINYL TILE / LUXURY VINYL TILE

ISO 10582 and/or ASTM F 1700 13a Standard Specification for Solid Vinyl Floor Tiles - This specification covers solid vinyl floor tiles that are monolithic, surface decorated or printed, and protected by a clear wear layer.

SUSTAINABILITY STANDARDS

EPD Transparency Summary - The equivalent of sustainability "nutrition label," an EPD is a comprehensive disclosure of a product's lifecycle-based environmental impacts. The resilient flooring EPDs are industry average, ISO 14025 Type III, third-party certified EPDs, which are recognized for contributing credits in LEED v4's Material and Resources Credit 2.

Supplier will indicate if each product submitted has an EPD Transparency Summary.

FLOORSCORE

FloorScore tests to the CA Section 01350 Specification, which includes the Chronic Reference Exposure Levels (CRELs) concentrations established by the California Office of Environmental Health Hazard Assessment (OEHHA) and procedures developed by the US EPA. Assuming that other products in an office or classroom may be sources of VOCs, FloorScore certifies hard surface flooring products that do not exceed one-half the allowable concentration limits.

Supplier will indicate if each product submitted is FloorScore Certified or not.

WSCA-NASPO Floorcovering
Solicitation TO15004
Hard Surface Product Specifications

ISO 14001 – This is an internationally recognized standard for development and implementation of an environmental management system.

ISO 14040 and ISO 14044 - These international standards focus mainly on the process of performing an LCA. Requirements and guidelines are given for:

- Definition of the goal and scope of the LCA
- Life cycle inventory analysis (LCI) phase
- Life cycle impact assessment (LCIA) phase
- Interpretation phase
- Reporting and critical review of the LCA

LEED - MR2; MR4; EQ4.3 – Supplier will indicate if each product submitted meets MR2, MR4 or EQ4.3.

NSF/ANSI 332: Sustainability Assessment for Resilient Floor Coverings
Based on a life cycle assessment approach, NSF/ANSI 332 employs a point system to evaluate resilient flooring against established prerequisite requirements, performance criteria and quantifiable metrics in six key areas.

- Product design
- Product manufacturing
- Long-term value
- End-of-life management
- Corporate governance
- Innovation

Supplier will indicate what level each product submitted was awarded (Silver, Gold or Platinum).

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

General Requirements

Products submitted in response to this solicitation and installed under the resulting agreement(s) must meet or exceed the manufacturer's installation instructions and/or installation recommendations including any special precautions, industry recommended best practices, and the following performance tests and specifications. Installation must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

The contractor is the expert and in all projects and situations is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation. The contractor is responsible for, but not limited to, the following preparations and installation expertise. If the contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The purchasing entity is responsible for payment of any approved site preparation, product, or installation process required.

Specifications

ACI 302.1R - Guide for Concrete Floor and Slab Construction 117R Standard Tolerances for Concrete Construction and Materials – Floor preparation must meet or exceed this guide which describes how to produce high quality concrete slabs on ground and suspended floors for various classes of service. It emphasizes such aspects of construction as site preparation, concreting materials, concrete mixture proportions, concreting workmanship, joint construction, load transfer across joints, form stripping procedures, curing and moisture contents. Finishing methods, flatness/levelness requirements, and measurements are outlined.

ADA 4.5 – Ground and Floor Surfaces - Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5."

The Occupational Safety and Health Administration recommends that walking surfaces have a static coefficient of friction of 0.5. A research project sponsored by the Architectural and Transportation Barriers Compliance Board (Access Board) conducted tests with persons with disabilities and concluded that such persons needed a higher coefficient of friction. A static coefficient of friction of 0.6 is recommended for accessible routes and 0.8 for ramps.

Asbestos

Legal requirements may vary from State to State. Buyer and Installer must comply with applicable Federal, State, and Local Building Codes, Requirements, or Standards as well

as manufacturing, carpet industry and CRI Specifications that pertain to Asbestos, Asbestos Testing and Asbestos Abatement.

ASTM E1155-96 (R2008) Determining Floor Flatness and Floor Levelness - This test method covers a quantitative method of measuring floor surface profiles to obtain estimates of the floor's characteristic FF Flatness and FL Levelness Face Floor Profile Numbers (F-Numbers) using the inch-pound system of units.

ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride - This test method covers the quantitative determination of the rate of moisture vapor emitted from below-grade, on-grade, and above-grade (suspended) bare concrete floors

ASTM F 2170 11 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes - This test method covers the quantitative determination of percent relative humidity in concrete slabs for field or laboratory tests.

ASTM F 2420 05(2011) Standard Test Method for Determining Relative Humidity on the Surface of Concrete Floor Slabs Using Relative Humidity Probe Measurement and Insulated Hood - This test method covers the quantitative determination of percent relative humidity above the surface of concrete floor slabs for field or laboratory tests.

ASTM WK 47027 - Revision of F 1482 04(2009) e1 Standard Practice for Installation and Preparation of Panel Type Underlayment's to Receive Resilient Flooring - This practice provides minimum recommendations for the installation and preparation of wood-based, fiber-reinforced gypsum and fiber-cement panel underlayment's suitable to receive resilient floor coverings. Actual requirements for materials to be used, mixtures, and other details are generally included as part of project plans or specification detail and may vary from the minimum recommendations set forth in this practice.

ASTM WK 47079 - Revision of ASTM F 710 11 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring - This practice covers the procedure for determining the acceptability of concrete floors for the installation of resilient flooring. It also includes suggestions for ensuring that the constructed concrete floor is acceptable for such installations but does not cover tests for adequacy of the concrete floor to perform structural requirements. A permanent, effective moisture vapor retarder, of the specified thickness and permeance, is required under all on- or below-grade concrete floors.

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

Concrete floors for resilient floorings should be permanently dry, clean, smooth, structurally sound, and free of substances that may prevent adhesive bonding. Surface cracks, grooves, depression, control joints or other non-moving joints, and other irregularities should be filled or smoothed with latex patching or a recommended underlayment compound.

Scraping, brushing, vacuuming, or any other method should clean the surface of the floor. All concrete slabs should be tested for moisture regardless of age or grade level while all concrete floors should be tested for pH before installing resilient flooring.

Resilient Floor Covering Institute (RFCI) – Installation and removal of flooring products will meet or exceed the RFCI standards and specifications

- Recommended Installation Practices for Homogenous Sheet Flooring
- Recommended Installation Practice for Vinyl Composition Tile (VCT)
- Recommended Work Practices for the Removal of Resilient Floor Coverings
- Moisture Control and Resilient Flooring Installation
- MRP - Addressing Moisture Related Problems Relevant to Resilient Floor Coverings Installed Over Concrete

Planning Phase

- The authorized dealer is responsible to communicate any installation requirements to the purchasing entity and include cost and time frame for completion in the quote.
- The authorized dealer is responsible for all project measurements and associated order quantities to ensure enough products is ordered to complete the project. If it determined that the dealer ordered excessive material above and beyond the amount required for installation and attic stock, dealer will not invoice buyer for the excessive flooring materials and sundry products.
- The authorized dealer is responsible to discuss 'attic stock' material requirements with the purchasing entity to cover future repair and/or floor plan changes, and order adequate quantities to meet the approved attic stock needs. The attic stock quantity will be noted on the purchase order.
- The authorized dealer must reference the manufacturer and industry specifications in the quote if an underlayment is being installed or if the flooring is installed over an existing floor.
- The authorized dealer shall determine who will be responsible to trim doors, if needed, prior to the installation and include the instructions in the quote.
- The authorized dealer is required to use any and all of the manufacturer recommended installation accessories (e.g. adhesive) to ensure proper performance and product warranty is intact.

- The authorized dealer must document on the quote who (authorized dealer or purchasing entity) shall be responsible for all tasks, including moving items such as furniture, appliances, etc., as well as any associated cost. The authorized dealer must adhere to all Federal, State, and Local code requirements if appliances require utility disconnect (water, gas, etc.). Disconnect/reconnect arrangements are to be determined and documented on the quote in advance by the end user or general contractor.
- Heavy furniture shall be moved using castors and/or glides that distribute weight sufficiently to allow static loads to conform to ASTM recommendations (less than 250 psi).
- The authorized dealer is responsible to provide dumpsters or recycling containers on site at no additional cost. If not stated otherwise on the purchase order, the authorized dealer is responsible for the removal and/or disposal of existing flooring, remnant scraps, and other debris and materials at no additional charge.
- The end user should be provided a copy of the appropriate maintenance and warranty information pertaining to the product selected.

Layout

The authorized dealer shall provide a layout drawing for the intended installation to include the following information:

- Contact Name
- Address
- Telephone Number
- Area and/or Room Location
- Date of Drawing
- Scale Of Drawing
- Location, Swing And Clearance Of All Doors
- Existing Flooring / Under Floor Conditions
- Document Who Is Responsible For and What Preparation And / Or Removal Of Existing Floor/Under Floor Process is Required
- Notation And Approval Of Proposed Product Layout And Seam Locations
- Name Of Manufacturer, Product Style, Pattern, and Backing Type To Be Installed
- Refer To Manufacturer's and Industry Installation Recommendations

Handling Floor Materials

- Before delivery to the site flooring products must be stored in a protected, dry interior area.

- Storage must be adequate to prevent damage.
- Do not over stack pallets (see manufactures guidelines).
- If the tile is chipped, cracked, indented or otherwise distorted upon arrival, do not attempt to install it.
- Marking pens, felt-tipped markers, crayons or similar pens can bleed through and stain the flooring materials and should not be used to write on the tile nor used to mark layout on the under floor.

Tile Flooring

All tile flooring should be:

- Tiles may be laid squarely or laid out diagonally in the work area.
- The room must be measured to square off the area and determine the center point of the area. Installation should start in the center of the room and the tiles should be "balanced" in the work area meaning pieces at the edge of the room should be the same sizes.
- It is critical that the intersection of the chalk lines must be square at 90º.
- All border tiles should be of nearly equal and at least one half of a tile wide.
- Careful and precise measurements must be taken during product layout.
- Do not install over expansion joints.

Resilient Sheet Goods

- Resilient sheet products must be tightly rolled face out on a sturdy core designed for that purpose and stored per manufacturer's recommendation.
- Proper storage will prevent product distortion.
- If material is flattened or distorted during storage or transporting, do not attempt to install it. Product that is damaged prior to or during installation must be replaced at the authorized dealer's expense.

Site Conditions

- Authorized dealer must follow industry and manufacturing installation standards and guidelines.
- The HVAC system must be in operation before installing flooring materials.
- Flooring materials should be installed after all other trades have finished.
- Keep all flooring materials and accessories at the job site at room temperature (min. 65°F. /18.3°C. and max. 100°F. /37.8°C.) for at least 48 hours before, during, and after the installation.
- Avoid installing flooring products if the site has excessively high or low relative humidity. Low or high humidity can influence curing of floor patching materials and adhesive open times.
- Flooring products are intended for interior locations only.

- Use underlayment's recommended by the flooring manufacturer.
- Underlayment utilized must be installed and prepared according to the specific underlayment manufacturer's written instructions and industry specifications.
- Good lighting is required for proper observation of substrate conditions and material issues, as well as for general safety reasons.

Environmental Conditions

- Check appropriate Material Safety Data Sheet(s) (MSDS) for proper handling of sundry items.
- Keep the site well ventilated during installation. Maximize fresh air ventilation by utilizing exhaust fans and opening doors and windows.
- Do not use fans to force dry adhesive.
- The authorized dealer is responsible to ensure that flooring and sundry materials that may be flammable are not exposed to sources of ignition or open flame.

Seams

Seam visibility shall be kept to a minimum and positioned, if possible, so that:

- Main traffic runs parallel to the seam rather than across the seam.
- Natural or artificial light does not strike directly across the seam.
- The seams are placed away from pivoting traffic.
- In doorway openings connecting adjoining rooms, parallel seams are required.

Execution

A. Existing flooring must be removed according to industry and manufacturer guidelines and the RFCI's Recommended Work Practices for Removal of Resilient Floor.
B. New flooring shall be installed according to manufacturer, industry and the RFCI installation standards for the product specified.

Subfloor Preparation

Authorized dealer must smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and fill low spots, control or construction joints, defects as recommended by the flooring manufacturer, RFCI, and in accordance to ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. The following are required, but not limited to, for the preparation of subfloor:

- Clean floor of oil, paint, dust, and similar substances.
- Floor must be dry and cured, free of residue from curing or cleaning agents.
- New concrete sub-floors should be cured to manufacturer or industry recommendations.

- On-grade and or below-grade sub-floors must be protected against ground moisture with an installed membrane type moisture barrier.
- Prime and or seal the concrete subfloor according to manufacturer and industry specifications.
- Preparation for installation projects with existing flooring includes the removal of existing resilient floor and existing adhesive.
- Do not use solvents to remove adhesives.

Moisture Testing

Determine dryness and adhesion of the floor by bond and moisture tests as recommended by the manufacturer, ASTM, ACI and the RFCI "MRP Specification".

Perform subfloor moisture testing in accordance with the manufacturer and industry testing procedures.

- Bond Tests if recommended by the manufacture
- ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes'
- ASTM F 1869,'Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride'.

MVER tolerances for each manufactures installation specifications and standards may vary, indicate the MVER tolerances in LBS and or RH for each product submitted on the Flooring Pricing Sheet.

Lightweight Concrete

ASTM F 2170 IRH (Internal Relative Humidity)

- Check with manufacturer's requirements, it is common that lightweight aggregate concretes with densities greater than 90 lbs. per cubic foot may be acceptable under resilient flooring.
- Surface must be dry, clean, smooth, and free of all dust and structurally sound.

Wood Substrates

- Wood subfloors must be structurally sound.
- Wood subfloors need to comply with local building codes.
- Wood subfloors should be suspended with a minimum of 18" of well-ventilated air space below.
- Crawl spaces must have a vapor barrier covering the ground.
- Wood subfloors fastened directly to the concrete, or sleeper construction, are not recommended.
- APA rated Sturd-I-Floor panels are designed as combination.

Subfloor/underlayment, but exposure to construction conditions including weather may necessitate installation of a 1/4" underlayment panel prior to resilient flooring installation.

- Resilient flooring should not be installed directly over fire-retardant treated plywood or preservative treated plywood.
- Various treatments applied to plywood may hinder the adhesive ability to bond. An additional layer of APA rated 1/4" thick underlayment is recommended.
- Perform additional subfloor preparation to obtain satisfactory adherence of flooring if subfloor test patches allows easy removal of the flooring material.

Patching Material Warrant

Responsibility for a warranty and performance of the sub-floor belongs to the concrete or cementitious patching material manufacturer and the authorized dealer, unless otherwise agreed upon and documented on the quote and purchase order.

Installation Over Old Flooring Materials

Most manufacturers do not warrant installation of hard surface materials over existing floor coverings, coatings and adhesives. The authorized dealer must not install hard surface product over existing floor coverings, coatings, and adhesives unless the purchasing entity approves and the product has manufacturer recommended instructions. The authorized dealer will install according to the industry and manufacturers recommended process for the product specified. Special installation requirements must receive approval and shall be detailed in the signed quote and purchase order.

Old black asphalt "cut back" adhesives often have a negative chemical reaction with new adhesives and must be mechanically removed or properly covered with approved cementitious patching compound. Follow manufacturer's and industry installation guidelines and recommendations when dealing with "cut back."

Installation

- Mix tile from at least two containers. A visible line either of shades or pattern variance will not be accepted.
- Tile Layout:
  - If layout is not shown on drawings, consult with the purchasing entity before proceeding. It is often recommended to lay tile symmetrically about center of room or space with joints aligned.
  - No tile shall be less than 150 mm (6 inches) and of equal width at walls.
  - Place tile pattern in the same direction; do not alternate tiles.
- Application:
  - Apply adhesive uniformly with no bare spots.

        - Conform to RFC1-TM-6 for joint tightness and for corner intersection unless layout pattern shows random corner intersection.
        - More than 5 percent of the joints not touching will not be accepted.
    - Roll tile floor with a minimum 45 kg (100 pound) roller or per manufactures installation guidelines. No exceptions.
    - The Buyer may elect to have test tiles removed to inspect for non-uniform adhesion, spotty coverage, and ease of removal. Install new tile for broken removed tile.
- Installation of Edge Strips:
    - Locate edge strips under the center of the doors unless otherwise shown.
    - Set resilient edge strips in adhesive.
    - Anchor metal edge strips with anchors and screws specified.
    - Where tile edge is exposed, butt edge strip to touch along tile edge.
    - Where thin set ceramic tile abuts resilient tile, set edge strip against floor file and against the ceramic tile edge.

Installation and Labor Warranty Guarantee

The contractor shall guarantee in writing to repair, replace or remedy any conditions due to faulty installation, such as loose materials, product failure to bond to the sub-floor for any reason, peaks, valleys or gaps in seaming, seam failure, or other quality issues. Quality issues pertaining to the product itself, such as non-performance, product failure, inconsistency in dye lots, or other quality issues shall be the responsibility of both the installation contractor and manufacturer consistent with the manufacturers' warranty and warranty/guarantee requirements of this agreement

The guarantee shall be effective for five (5) years, for both sheet goods and tile. Guarantee shall follow final acceptance of the installation.

The installation contractor shall guarantee that all other materials supplied (adhesive, transition strips, cove base, and other materials supplied) shall be as specified and shall further guarantee them for a five (5) year period following final acceptance of the installation.

The installation contractor and/or the manufacturer at no cost to the state or purchasing agency shall provide any repairs or replacements made under the guarantee. This includes any overtime/weekend/holiday pay for installers, and the moving of furniture required as a result of replacement of defective material, improper installation services, and/or performance issues related to materials or labor services.

WSCA-NASPO Floorcovering – Region 1
Solicitation TO15004
Hard Surface Installation Specifications

The installation contractor shall replace defective material and/or repair installation deficiencies within forty-five (45) days after being notified by the state, without any expense to the State of purchasing agency. In the event the installation contractor fails to correct all defective materials or workmanship within the specified time, the state may proceed to have the work done by another firm at the contractor's expense, and the contractor shall honor and pay the cost and charges on demand.

Cleaning and Protection

- Clean adhesive marks before the adhesive sets.
- Exposed adhesive is not acceptable.
- Keep traffic off the new installation for a minimum 72 hours after installation.
- Clean and polish materials as specified by manufacture.
- When construction traffic occurs over a new installation, cover materials with appropriate covering. Secured and maintained covering until it is no longer needed.
- At entrances and where wheeled vehicles or carts are used, cover a new installation with plywood, hardboard, or particleboard over paper, secured and maintained until it is no longer needed.
- When protective materials are removed and immediately prior to acceptance, replace any damage tile, re-clean flooring, lightly re-apply polish and buff floors if specified by the manufacture.

End-User Sign-Off

- The purchasing entity shall be provided a copy of the layout drawing for approval prior to installation.
- The purchasing entity shall walk the project to discuss and document any concerns with the installation. The purchasing entity shall either sign off on the installation or provide a "punch out list" to the installer so they can make the needed repairs or corrections.

TO15004 Carpet Product Specification

SCOPE

This solicitation is only for carpet products manufactured from Nylon Type 6 and 6.6 and is not intended to include all available types of carpet. However, this solicitation does not prohibit any end user or participating entity from purchasing carpet through other means.

This solicitation contains two parts: 1. Design Specifications and Requirements, and 2. Special Product Warranty and Performance Specifications.

1. The Design Specifications and Requirements establish three Product Types based on the components that make up the carpet. These Product Types are intended to group similarly constructed products together for comparison purposes during the solicitation evaluation process only; following contract award, end users are free to evaluate and compare the components, features, and specifications of any product against any other product, without regard to each product's Product Type, in order to determine which product best suits the end user's needs. Classification in any Product Type is **not** an indication of—and will have no effect in determination of—a product's intended traffic use or ability to meet any performance specification.

2. The Special Product Warranty is the warranty applicable to each specific product, as established by the offeror. The Product Type subcategory (Moderate, Heavy, Severe) to which each product belongs is determined solely by the offeror, based on the offeror's assessment of the product's intended traffic use and the product's compliance with this solicitation's Performance Specifications, which identify minimum performance requirements. Offerors may establish a single warranty applicable to all Product Types and subcategories or may establish multiple warranties applicable to different Product Types and subcategories.

Design Specifications and Requirements

Design Specifications and Requirements				
	Test Number	**Type A**	**Type B**	**Type C**
Dye System		White/Space/Solution	Space/Solution	Space/Solution
Fiber System	ASTM D2859	6 or 6.6 Nylon	6 or 6.6 Nylon	6 or 6.6 Nylon
Modification Ratio		>2.8	≤ 2.8	≤ 2.2
Backing	British Spill Test or 10,000 Impact Test	Optional	Must Pass	Must Pass

*Note: The modification ratio is being used only to group similarly constructed products together for comparison purposes during the solicitation evaluation process and is **not** an indication of—and will have no effect in determination of—a product's intended traffic use or ability to meet any performance specification.*

Backings - Primary and Secondary Backings

Heavy Traffic and Severe Traffic categories are required to pass either the British Spill Test or the 10,000 Impact Test. The Moderate Traffic category does not have to pass either test.

Primary Backings - Tufted carpets will have a primary backing material into which the pile yarns are tufted. Woven slit fiber 100% polypropylene, nonwoven 100% polypropylene, nonwoven polyester or polyester/nylon blends, or an equivalent approved by the buyer may be used for the primary backing material.

Secondary Backings - Attached Cushion, Rubber, Secondary, Thermoplastic, Unitary, Vinyl or other types of backings are acceptable upon buyer's request.

Fabric secondary backing is to be bonded to the primary backing using premium synthetic latex or other bonding agents that meet or exceed manufacturer warranties and performance specifications.

Jute backing materials are not acceptable under this specification.

Attached Cushion: when tested in accordance with ASTM D 3676 and ASTM D 3574, shall meet the following requirements:

- Minimum density of 16.2 lbs. /ft.
- Minimum compression resistance of 5 psi
- Maximum compression set of 15%
- An attached 3 to 5 oz. non woven secondary backing
- Ash content is to be maximum 50% when measured in accordance with ASTM D 297

Rubber Backing: Rubber type attached cushion shall meet the requirements of ASTM D3676 for class A, except that:

- Minimum density is to be 18 lbs./ft3
- Minimum compression resistance is to be 5 psi
- Maximum compression set 10%
- Ash content is to be maximum 50% when measured in accordance with ASTM D 297
- For Severe Traffic applications the user may specify a minimum density of 20 lbs. /ft3.

Thermoplastic Backing: with attached cushion, when tested in accordance with ASTM B 1667, shall meet the following requirements:

- Thickness .040" .170"
- Density 15 lbs./ft3 36 lbs./ft3
- Compression deflection, 25% 5.0 psi 50 psi
- Compression set, 25% - 10%

Unitary Backing: using a chemical back-coating applied directly on the primary backing without a secondary backing is also acceptable when requested for installations, such as direct glue-down.

Vinyl Backing: is a synthetic backing which may be applied in either a "hard" or "cushioned" form.

Backing Moisture Penetration Testing - British Spill or 10,000 Impact Test

The British Spill Test measures the penetration of a dyed water solution through the carpet product over a 24-hour period. A specified liquid amount is poured from a height of one meter through a funnel onto the carpet face, where it is contained in a concentrated area for 24 hours. The carpet is then evaluated for liquid penetration through the product. Results are reported as pass or fail.

The 10,000 Impact Test is performed by placing a piece of carpet under a dynamic crush apparatus that impacts the carpet at 10.0 pounds per square inch. A small amount of red dye

solution is poured onto the surface with a filter paper under the back of the carpet. At the conclusion of the required cycles (usually 10,000), the filter paper is graded in this manner:

Design Specification Requirement

- Type A – Pass or Fail
- Type B – Must Pass
- Type C – Must Pass

Industry Specifications and Testing		
Colorfastness to Light White Dyeable	AATCC 16-2004	≥ 3
Colorfastness to Light Solution Dyed	AATCC 16-2004	≥ 4
Fiber Type	ASTM D2859	Type of approved face fiber.
Backing Moisture Penetration	British Spill Test/10,000 Impact Test	Two types of tests used to determine if moisture can penetrate the backing.

Special Product Warranty and Performance Specifications

Where technical terms are used but not specifically defined in this RFP, the intent is to apply the definition (or the implied meaning) given in "The Carpet Specifier's Handbook" published by The Carpet and Rug Institute, Dictionary of Fiber and Textile Technology and Floorcovering Dictionary.

Each manufacturer guarantees that the product(s) submitted in the Moderate, Heavy, and Severe - traffic use subcategories will meet all the manufacturer's Special Product Warranties, as well as the standards outlined in the Specifications, and manufacturer's standard warranty. Manufacturer will meet all warranty requirements and remedy any product failure with their stated remedies. In the case of a warranty conflict, the warranty that most favors the Buyer will take precedence. NASPO ValuePoint and the State of Utah make no representation or guarantee as to the accuracy of the representations made by a manufacturer or its employees, agents, or subcontractors, including authorized dealers. Manufacturers are solely responsible for such representations.

The following are the Performance Specifications with which submitted products must comply:

Alkaline Testing
Alkalinity of the subfloor need to be tested and within industry and manufacturer tolerances.

Americans with Disabilities Act
Where called for in the invitation for bid, carpet must comply with the Americans with Disabilities Act - section 4.5, with respect to edge treatment as specified (ADA - section 4.5.3), and maximum pile thickness of 1/2 inch (ADA - section 4.5.3).

Adhesion of the Carpet Cushion or Secondary Backing
Direct glue installation to the floor substrate and the adhesion of the carpets primary and secondary backings to the floor surface shall have no bubble, ridges, or any separation of the carpet from the backings or backing from the floor substrate caused by failure of the carpet, backings or cushion, and adhesives as a system.

The manufacturer will indicate on the Warranty Offering worksheet tab the number of years they will warranty the adhesion of carpet to the substrate and the adhesion of the carpet to the primary and secondary backing as described above. The manufacturer will have the opportunity to determine the length of the warranty for Moderate Traffic, Heavy Traffic and Heavy Traffic use. This warranty will be scored according to the scale listed below.

- 0 Years = 0 points
- 1 to 4 years = 6 point
- 5 to 9 years = 12 points
- 10 to 14 years = 18 points
- 15 years plus = 24 points

Antimicrobial Treatment (Upon Request)
When antimicrobial treatment is requested, such treatment must be applied to both the pile and the backing, or to the backing only, whichever is specified? If testing is required, tests must be performed by an independent testing agency approved by the state. Anti-microbial agents are to be registered with the U.S. environmental protection agency under the federal insecticide, fungicide and rodenticide act (FIFRA).

The reporting of antimicrobial and fungicide test results before and after washing as required in "test requirements for antimicrobial carpet" requires one test before the first washing and one test after the final washing, not a test before and after each washing.

Please indicate on the Pricing Sheet with a yes or no if the product does or does not meet industry antimicrobial treatment specifications

> **AATCC 174-2011 Antimicrobial Activity Assessment of New Carpets** -This test method is designed to determine the antimicrobial activity of new carpet materials consists of three procedures: a qualitative antibacterial assessment; a quantitative antibacterial assessment and a quantitative antifungal assessment. It may also be used to evaluate the effect of a cleaning process (agreed upon by the interested parties) on the antimicrobial resistance of carpets.
>
> **ASTM E 2471 – 11 Standard Test Method for Using Seeded-Agar for the Screening Assessment of Antimicrobial Activity in Carpets -** This test method provides for rapid screening of antimicrobial treatments located in or on the carpet face fiber or incorporated into the backing structure of the carpet (or both). This test method simulates actual use conditions that may occur on carpets (for example, food and beverage spills, soiling from foot traffic, prolonged moisture exposure). This test method provides a means to screen for activity and durability of an antimicrobial treatment under conditions of organic loading. This test method provides for the simultaneous assessment of multiple carpet components for antimicrobial activity. Carpets may be cleaned prior to testing with this test method in order to assess the durability of the antimicrobial effect.

Appearance Retention
Appearance retention is defined as the carpets ability to retain its original aesthetics, color, and construction integrity.

The following tests are the industry standard tests to determine a carpets ability to resist change and or if a carpet's appearance has been altered beyond the performance warranty offered by the manufacturer. The carpet is first tested in accordance with the ASTM D-5252 (Hexapod) test method and the appearance retention is measured according to CRI TM101-Assessment of Carpet Surface Appearance Change using CRI Carpet Appearance Retention Grading Scales.

All products offered are required to have a CRI TM101-Assessment of Carpet Surface Appearance Change score showing degrees of change in surface appearance through a series of imaged standards ranging from 5 (no change) to 1 (severe change) according to industry standards.

The manufacturer will indicate on the Cost Schedule the Appearance Retention Rating for each product submitted with the options of Moderate Traffic Use, Heavy Traffic Use and Severe Traffic Use

Carpet Pile Specification
Each product submitted is to meet or exceed the manufacturer's product specification for tufts per square inch, pile thickness, and pile height differential in accordance with ASTM D 418, Standard Test Methods for testing Pile Yarn Floor Covering Construction and for average pile yarn weight tested under ASTM D 5848 Determination of Pile Yarn Mass.

Buyer can request at anytime to have the manufacturer validate the product installed meets and exceeds the product specifications.

Colorfastness
Colorfastness to light shall be a minimum value of 4 after the administration of at least 40 AFU (AATCC fading units), using the international gray scale for color change, when tested as prescribed by AATC-16 option E (xenon arc).

Commercial Match
Variance in color or texture is not acceptable, all products, colors and patterns of carpet installed shall be a commercial match to the provided samples.

Delamination
Delamination or separation is not accepted for any reason. If testing for delamination is required, secondary backing shall be of a minimum average value of 3.0 pounds per inch when tested in accordance with ASTM D-3936 test method.

Dimensional Tolerance in Width
For broadloom and 6-foot goods, dimensional tolerance in width shall be within 1% of manufacturer's specifications, as determined by physical measurement.

Electrostatic Rating
Claimed static rating may not deviate from the value shown in the manufacturer's current sample book or other manufacturer's current published data. For general office, classroom, and institutional environments, the carpet must not yield voltages in excess of 3.5 kv (kilovolts) under standard conditions of approximately 70 [illegible] %34 test [illegible] relative humidity when tested method.

For critical environments where computers and related equipment are used, a lower maximum KV value may be requested. Only static control inhibitors that are built-in, or are otherwise permanent, are acceptable.

Temporary treatments are not acceptable, nor are any topical treatment if it discernibly increases soiling rate.

Fluorochemical Finish
A minimum average of 350-ppm fluorine on the pile fiber when 3 separate tests are conducted in accordance with CRI TM-102 test method.

Indoor Air Quality (IAQ):

- Carpet, adhesives, and seam sealers shall be VOC compliant as certified with CRI Indoor Air Quality Carpet Testing Program Green Label Plus or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria as per ASTM D5116 CRI Test Program.

- Method for determination of VOC emitted from carpet using specific sorbent tube and thermal desorption/gas chromatography as per ASTM 7339.

Labeling
All carpet must be properly labeled in accordance with the Textile Fiber Identification Act. Each roll or box of carpet must be properly "side marked" by the manufacturer as to what jobsite the carpet is intended for, in order to provide traceability of the carpet during installation, testing and or other related activities.

Life Cycle Expectations
Life Cycle Expectations, for the purpose of this solicitation, is the length of time the manufacturer is willing to warranty their carpet for all items listed in the specification. Lifecycle being defined as the level of acceptance determining the years of useful life of the carpet. The Manufacturer shall warranty that the carpet in each category will maintain the Industry standards for CRI TM101-Assessment of Carpet Surface Appearance Change in Moderate Traffic, Heavy Traffic and Severe Traffic for that category for a specified number of years the manufacturer determines.

The manufacturer will indicate on the Carpet Warranty Offering worksheet tab the number of years they will warranty Moderate Traffic Use, Heavy Traffic Use, and Severe Traffic in product categories Type A, Type B, and Type C.

Minimum Number of Colors or Patterns
Each individual carpet collection, design or series presented must have at least eight (8) standard colors or patterns shown in the manufacturer's current sample book for that product. If buyer request it is acceptable for manufacturers to offer custom colors and patterns. All custom colored products will be the same specifications as the corresponding standard-color/pattern carpet in the manufacturer's current sample book, literature or website.

Breadth and Depth of Offering
The manufacturer will indicate on the Carpet Warranty Offering worksheet tab how many products they have submitted for each category. The manufacturer will be awarded points for their ability to offer the State(s) a wide variety of products in each subcategory quality level. The cost schedule allows up to 30 Styles/Collections per product subcategory product type quality level. The manufacturer will indicate on the Warranty Offering worksheet tab the number of Styles/Collections entered on the cost schedule for each carpet type for Moderate Traffic Use, Heavy Traffic Use and Severe Traffic Use. Offerors must submit a minimum of 15 styles/collections per quality level (Moderate, Heavy, and Severe).

Moderate Traffic Use, Heavy Traffic Use, Severe Traffic Use

- 0 products = 0 points
- 1 - 10 products = 33 point
- 11 – 20 products = 66 points
- 21 – 30 products = 99 points

Modular Carpet
Modular carpet (or "carpet tiles") are to be within 1/32" of the specified size dimensions, as determined by physical measurement. Dimensional instability of tiles is to be +/- .15% maximum with respect to the specified size, when tested using the ISO 2551 (AACHEN test).

Noise Reduction
An acceptable method for rating the sound absorbency of carpet and or carpet installed with an underlayment systems is the Noise Reduction Coefficient (NRC). From data presented in the CRI "Carpet Specifier's Handbook," the NRC of various types of carpets and or carpet installed with an underlayment systems can range from .15 to .70.

There is not a minimum value of the NRC required in this specification. In special situations when noise reduction is an issue, consideration may be given to the NRC rating in determining what carpet meets the projects requirement.

NSF/ANSI - ISO 140 Sustainable Assessment for Carpet
Sustainability Assessment for Carpet is the industry standard for sustainability evaluation and certification of carpet products across their entire life cycle.

> Manufacturer to indicate on the Carpet Cost Schedule if the products submitted are Not Certified, Silver, Gold or Platinum ISO 140 Certificated.

Pile Density
Claimed average pile density may not deviate from the value shown in the manufacturer's current sample book or other manufacturer's current published data.

Pile Weight
When testing for pile yarn weight is requested, the testing procedure is to be done in accordance with ASTM D 5848. A tolerance of minus 6% (-6%) from the nominal pile yarn face weight as specified in the manufacturer's sample book, website or other printed literature is allowed. A manufacturer may not "dial up" or "dial down" the amount of pile yarn in a product to be different from that shown in the sample book, website or other printed literature for the product presented.

Pile Thickness
ASTM D 418 will be used if a project requires a very specific pile thickness is required. Unless otherwise specified, pile thickness is to be determined in the finished, rather than tufted, condition.

Pill Test for Flammability
The Federal Standard FF 1-70 requires that no more than one out of eight test specimens shall burn a distance of 3" from the point of ignition when tested according to the method prescribed in that standard. All carpeting is to meet the Federal accepted criteria of the pill test.

Product Selection
Final determination and qualification of a manufacturer rests solely with the Evaluation Committee.

Product Submissions
The manufacturer determines the appropriate subcategory for their products. The manufacturer is not required to submit products in each product type (Type A, Type B, and Type C) or each Quality Level (Moderate, Heavy, and Severe). Manufacturers may submit to one or more of the product types, and they may submit to one or more of the quality levels within that product type. The manufacturer determines the appropriate quality level for their products. The State recognizes that there are many factors that impact carpet performance, which is why we allow the manufacturer to designate their carpet as Moderate, Heavy, or Severe. The manufacturer must submit a minimum of 15 styles/collections for each Product Type (Type A, Type B, Type C) Quality Level. Our goal is to have a variety of styles/collections for end users to choose from so that they can successfully make a buying decision for any project type.

Product Introduction Date
Manufacturer shall supply the product introduction date as Month/Year on the cost schedule.

Prorated Warranty Replacement
If it is determined a claim is valid the Manufacturer and/or Installation Contractor will replace the failed product according to the warranty, with the manufacturer ultimately responsible to ensure that their authorized dealer completes the replacement and/or repair of failed product or installation.

The manufacturer will have the opportunity to indicate on the Carpet Warranty Offering worksheet tab the life cycle expectation for each product specified for Moderate Traffic Use, Heavy Traffic and Severe Traffic use. Life cycle is further defined in this document under the Title Life Cycle Expectation.

Using the Manufacturer's determined life cycle expectation the Manufacturer will also have the opportunity to indicate if the replacement of failed product will be covered under a non-prorated or prorated warranty. The Manufacturer will indicate on the Warranty Offering worksheet tab what the life cycle expectation and prorated warranty for each category quality level is and the warranty will be scored as part of the evaluation process as follows.

PRORATION SCHEDULE

Points available:

- 0 % = 0 Points
- 1 – 20 % = 2.1 point
- 21 – 40 % = 4.2 points
- 41 – 60 % = 6.6 points
- 61 – 80 % = 8.7 points
- 81 – 99 % = 10.8 points
- 100 % = 12.9 points

Quality Assurance
All products or materials installed under this contract are subject to the approval of the purchasing entity. Any rejected items, goods, materials or installation resulting from noncompliance, defect or performance failure for any reason whether held or returned, shall be at the Manufacturer and or Installation Contractor's risk.

Quality Products Submitted
Products will meet or exceed the manufacturer's standard warranty as well as meet or exceed the Special Warranty Terms and Conditions. Product failure, warranty claims and resolution to a claim will be determined based of the stronger warranty for the specific claim issue.

Radiant Panel Test for Flammability
The "flooring radiant panel test" is a second flammability test. This test assesses the tendency for a carpet to spread flame when it is exposed to a fully developed fire above it, such as during an advancing flame front. All carpeting is to meet the acceptance criteria of the flooring radiant panel test, which is ASTM E-648 or NFPA-253, for class I (average minimum 0.45 watts per square centimeter), in the direct glue down configuration.

In addition, the purchasing entity may require that the carpet be so tested in the actual installed configuration (e.g. With attached cushion) in accordance with applicable local building codes.

Resistance to Soiling
Soil Resistance is the carpets ability to release dry soils. All carpets presented are to have a fluorochemical agent applied during manufacturing in strict accordance with the Fluorochemical manufacturer's published instructions

Roller Chair Test ASTM D6962 – 12
Standard Practice for Operation of a Roller Chair Tester for Pile Yarn Floor Coverings - This practice covers a procedure for the operation of a weighted roller chair testing device that rotates and moves across a test specimen of pile yarn floor coverings. This practice is used to prepare specimens for additional testing, including but not limited to: visual assessment of delamination of the secondary

backing, visual assessment of the pile surface, resistance to delamination measurement, tuft bind, and pile yarn raveling.

No edge ravel or delamination after 25,000 cycles

Separate Cushion
Separate cushion shall meet the criteria recommended in "Selecting the Correct Contract Carpet Cushion for Every Traffic Area," published by the Carpet Cushion Council. All types of separate cushion listed in that document are allowed. Separate cushion shall comply with all flammability or fire protection requirements in State and City Building Code and Ordinances.

Smoke Generation
The most widely used test method for smoke generation of carpet is the NBS smoke density chamber test, referenced in ASTM E-662. All carpeting is to exhibit a value of optical density of 450 or less in the flaming mode when properly tested in accordance with this procedure.

Must be **< 450 Dm**

Stain Resistance
Stain Resistance is the carpets ability to resist staining. The stain resistance of the carpet shall be a tested using red 40 and the AATCC 175 test.

Minimum ≥ 6

Tuft Bind
Tuft bind shall be a minimum of when tested by the method prescribed in ASTM D-1335.

Cut Pile Carpet – Minimum of 5lbs
Loop Carpet – Minimum ≥ 8 lbs.
Modular Carpet - ≥ 8 lbs

Warranty Resolution Process

If there is a concern with the product or installation performance the Buyer will submit a Claims Notice to the Manufacturer and or Installation Contractor of any failure of the goods or services to perform as warranted.

The Manufacturer and or Installation Contractor will inspect the installation site within 15 days of the receipt of the Claim with the Buyer and evaluate the nature of the claim.

The Manufacturer and or Installation Contractor will resolve the claim within a reasonable time under the circumstances. The manufacturer is ultimately responsible to resolve any warranty claim including, but not limited to, a warranty claim for installation failure completed by their authorized dealer. Under no circumstances will a reasonable time be longer than 45 (forty-five) days from the receipt of the Claim Notice unless the necessary carpet is not in stock and cannot be produced, delivered and installed within 45 (forty-five) days for reasons beyond the Manufacturers control.

The Buyer and or Installation Contractor will, within 20 (twenty) days of the Claim Notice, notify the Buyer in writing of such circumstances and the anticipated date of cure. The Manufacturer and or Installation Contractor will thereafter immediately notify the Buyer in writing if the carpet cannot be produced, delivered and installed by the previously anticipated date of cure and set a new agreeable date of cure.

If a quick resolution is not possible the Buyer may at the Manufacturer and or Installation Contractor expense fix any unsafe condition created by the issue without jeopardizing any warranty coverage.

The Manufacturer and or Installation Contractor may use any reasonable means to repair or resolve the claim affecting an area of carpeting bounded by natural breaks such as doorways or stairs.

Any repair must maintain a uniform blended appearance (acceptable to both Manufacturer and Buyer) as exists throughout the installation at the time of the claim. If, after the Manufacturer and or Installation Contractor has attempted to fix the claim two times and the products and or installation fails to perform as warranted they will replace the entire affected area. The replacement must maintain a uniform and blended appearance (acceptable to both Manufacturer and Buyer). The installation must be performed at the convenience of the Buyer and Facility and must not interrupt the daily activity of the occupants of the facility. Product replacement and installation, removal and disposal, handling or lifting furnishings will be covered by the Manufacturer and or Installation Contractor, including overtime, afterhours, weekend or holiday pay.

Any replacement products will either be identical to or of at least as good a quality as the products being replaced. The amount of replacement goods and services to be furnished will be sufficient to avoid the any new seams.

If the Manufacturer replaces product under warranty and the replacement product and or installation fails to perform as warranted during the remainder of the warranty period for any reason what so ever the Buyer may sue in equity or at law, including for money damages. The measure of money damages will include, without limitation, the cost of the Buyer obtaining products and installation related costs from another supplier which have at least the same warranties as those originally furnished by the Manufacturer. The amount of the products and installation related costs by which the Buyer's damages will be measured is that amount reasonably necessary to preserve as uniform an appearance as existed following the original installation. In this case there will be no proration or credit to the Manufacturer for the amount of time that the failed products and installation have been used by the Buyer. The Manufacturer's warranty period will be terminated upon the payment of such damages regardless of whether the full term of the warranty has otherwise expired or not.

The Manufacturer and or Installation Contractor will be in default of this it fails to resolve any claim upon receipt of written notice from the other party describing such claim.

If there is a concern with the product installed each product submitted shall meet the warranty and specification requirements. The manufacturer and installation contractor will be required to resolve any concerns according to the terms they have agreed to.

The Manufacturer Representatives and Installation Contractors are to use their expertise and in all projects and situations are responsible to advise the purchasing entity regarding site inspections, the specifications of proper product, needed preparation work, and installation. Manufacturer and installation contractors are to indicate on all orders (estimates and invoices) if the carpet they specified is warrantied for use in moderate traffic, heavy traffic or severe traffic applications.

If the Manufacturer or Installation Contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The manufacturer or authorized dealer must receive pre-approval for any change orders for unforeseen site preparation, product, or installation process required to complete the installation. The manufacturer or authorized dealer shall receive approval from the purchasing entity for inspection upon completion of the project.

Maintenance Requirements

Notwithstanding any preferences or recommendations made by Manufacturer, applicable warranties will be honored so long as reasonable routine maintenance is performed and the failure of the goods to perform as warranted is not shown to be the direct result of such routine maintenance or lack thereof. Reasonable means shall be deemed to have been met by Buyer by using cleaning equipment, chemicals and processes that meet the cleaning industry standards established by the IICRC and CRI.

Conflict Resolution
In the event the Manufacturer and or Installation Contractor and Buyer cannot agree on the resolution of a claim, a local certified third party independent carpet inspector is to be hired by the manufacturer to inspect and determine cause and liability.

If there is a disagreement between the parties the party in disagreement has the right to hire their own inspector. If the parties do not agree the situation needs to be resolved using a mediator before litigation.

Testing and Performance Requirements
The carpet industry uses industry-recognized tests from several different organizations. This section is broken into two sections and reviews industry tests, purpose of the test, and performance expectations.

Industry Specifications and Testing		
Alkalinity Testing	ASTM F710-05	Testing for the pH at the surface of the concrete slab
Appearance Retention	ASTM D7330-11e1	Determine the surface appearance change in pile yarn floor covering
Atmospheric Contaminants Fading	AATCC 129	Ozone shade change rating after 5 cycles using International Gray Scale
Atmospheric Contaminants Fading	AATCC 164	Resistance to fade from ozone using International Gray Scale
Colorfastness to Crocking	AATCC 165-2008	Use AATCC Chromatic Transference Sale for both wet and dry
Colorfastness to Light White Dyable	AATCC 16-2004	International Gray Scale for Color Change/ no less than 3 after 80 AFU's
CRI Green Seal	ANSI - IEC Guide 65	Establishes standards for indoor air quality (IAQ)
Critical Radiant Flux	ASTM E648-10e1	Class 1 - Fire spread rate - Comply with Federal/State/Local requirements
Delamination	ASTM D3936-11	When primary and face yarns separate from the secondary backing
Dimensional Changes	ISO 2551:1981	For broadloom and 6 foot goods
Electrostatic Propensity of Carpet	AATCC 134-2011	AATCC 171 HWE 5 times before test - Not to exceed 3.5 kV
Emission Rate of Concrete	ASTM F1869-11	Anhydrous Calcium Chloride testing measuring moisture vapor emissions
Methenamine Pill Test	ASTM 2859	Federal flammability standard
Pile Density	ASTM D6859/D7241	Pile density = 36 x pile weight (oz./sq yd.) / pile thickness 9inches)
Pile Weight	ASTM D5848	Weight measured per square yard
Roller Chair Test	ASTM D6962-12	Used to determine delamination, pile surface, tuft bind and pile yarn raveling
Rubber Cellular Attached Cushion	ASTM D3676-07	To provide tests for rubber cellular cushion for carpet and rug underlay
Smoke Density Chamber Test	ASTM E662	Measures density of smoke by carpet in flaming modes (State Codes)
Stain Resist	AATCC 175-2008	After 2 AATCC171 HWE use AATCC Red Dye 40 Stain Scale
Sustainability Assessment	NSF/ANSI 140	Standard by which to evaluate/certify sustainability of commercial carpet
Tuft Bind - Cut Pile Carpet	ASTM D1335-11	The force required to pull a tuft from the carpet backing
Tuft Bind - Loop Carpet	ASTM D1335-11	The force required to pull a tuft from the carpet backing

Product Performance Specifications and Requirements: This table identifies the minimum performance requirements for all carpet submitted in response to this solicitation.

Minimum Product Performance Specifications and Requirements		
	Test Number	All Carpet Submitted
Alkalinity Testing	ASTM F710-05	≤ 9 pH
Appearance Retention	ASTM D7330-11e1	Industry Standards
Atmospheric Contaminants Fading	AATCC 129	≥ 3
Atmospheric Contaminants Fading	AATCC 164	≥ 3
Colorfastness to Crocking	AATCC 165-2008	≥ 4
CRI Green Seal	CRI Green Seal	Green Label Plus
Critical Radiant Flux	ASTM E648-10e1	> 0.45 watts /cm2
Delamination	ASTM D3936-11	No Delam Accepted For Any Reasons.
Dimensional Changes	ISO 2551:1981	< 1%
Electrostatic Propensity of Carpet	AATCC 134-2011	<3.5
Emission Rate of Concrete	ASTM F1869-11	<3 lbs. per/1000sf /24hr
Methenamine Pill Test	ASTM 2859	Must Pass
Pile Density	ASTM D6859/D7241	4500 Minimum
Pile Weight	ASTM D5848	≥ 14 oz./yrd2
Roller Chair Test	ASTM D6962-12	No edge ravel or delamination after 25,000 cycles
Rubber Cellular Attached Cushion	ASTM D3676-07	Min Density 18 lbs./ft3
Smoke Density Chamber Test	ASTM E662	< 450 Dm
Stain Resist	AATCC 175-2008	≥ 6
Sustainability Assessment	NSF/ANSI 140	Not Certified, Silver, Gold or Platinum
Tuft Bind - Cut Pile Carpet	ASTM D1335-11	Min 5 lbs.
Tuft Bind - Loop Carpet	ASTM D1335-11	≥ 8 lbs.
Tuft Bind - Modular Carpet	ASTM D1335-11	≥ 8 lbs.

WSCA-NASPO Floorcovering
Solicitation TO15004
Carpet Installation Specifications

General Requirements

Products submitted in response to this solicitation and installed under the resulting agreement(s) must meet or exceed the manufacturer's installation instructions and/or installation recommendations including any special precautions, industry recommended best practices, and the solicitation specifications and performance tests. Installation must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards.

Carpet Installation Specifications and Special Warranties

The contractor is the expert and in all projects and situations is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation. The contractor is responsible for, but not limited to, the following preparations and installation expertise. If the contractor fails to advise, recommend, or perform any necessary work, they must repair, remove, and replace product in the affected area and bring it back to proper move in ready condition without charge to the purchasing entity. The purchasing entity is responsible for payment of any approved site preparation, product, or installation process required.

Adhesion of the Carpet Cushion (Or Secondary Backing)

Adhesion to the floor substrate and adhesion of the carpet primary and secondary backings shall be continuous on the floor surface so there are no bubble, ridges, or any separation of the carpet from the backings or backing from the floor substrate caused by failure of the carpet, backings or cushion, and adhesives as a system.

Asbestos

Legal requirements may vary from State to State. Buyer and Installer must comply with applicable Federal, State, and Local Building Codes, Requirements, or Standards as well as manufacturing, carpet industry and CRI Specifications that pertain to Asbestos, Asbestos Testing and Asbestos Abatement.

Building Conditions

- Conditions inside building shall be brought to levels to be normal at occupancy of building. Conditions include normal levels of humidity, lighting, heating, and air conditioning.
- Carpet installation is not to begin until HVAC system is operational and following conditions are maintained for at least forty eight (48) hours before, during and seventy two (72) hours after completion
- Carpet is to be installed when indoor temperature is between 65 deg F to 95 deg F (18 deg C to 35 deg C) with maximum relative humidity of sixty five (65) percent.
- Substrate surface temperature should not be less than 65 deg F (18 deg C) at time of installation.

- Do not allow temperature of indoor-carpeted areas to fall below 50 deg F (10 deg C), regardless of age of installation.
- Maintain fresh air ventilation after installation for seventy two (72) hours minimum or until lingering odors are gone.

Installation and Labor warranty Guarantee
The contractor shall guarantee in writing to reinstall or re-stretch any carpet that is wrinkled and to correct any other condition due to faulty installation, such as 'peaks' or 'valleys' in seaming, seam failure, or other quality issues. Quality issues pertaining to the product itself, such as non-performance, product failure, inconsistency in dye lots, or other quality issues shall be the responsibility of both the installation contractor and manufacturer consistent with the manufacturers' warranty and warranty/guarantee requirements of this agreement

The guarantee shall be effective for five (5) years, for both broadloom and tile. Guarantee shall follow final acceptance of the installation.

The installation contractor shall guarantee that all other materials supplied (adhesive, cushion, transition strips, cove or carpet base, and other materials supplied) shall be as specified and shall further guarantee them for a five (5) year period following final acceptance of the installation.

The installation contractor and/or the manufacturer at no cost to the state or purchasing agency shall provide any repairs or replacements made under the guarantee. This includes any overtime/weekend/holiday pay for installers, and the moving of furniture required as a result of replacement of defective material, improper installation services, and/or performance issues related to materials or labor services.

The installation contractor shall replace defective material and/or repair installation deficiencies within forty-five (45) days after being notified by the state, without any expense to the State of purchasing agency. In the event the installation contractor fails to correct all defective materials or workmanship within the specified time, the state may proceed to have the work done by another firm at the contractor's expense, and the contractor shall honor and pay the cost and charges on demand.

Installation Specifications and Guidelines
- All installations shall be in accordance with the CRI Installation Standard 2011, Industry Installation Standards and in accordance with the manufacturer's written installation Specifications.
- Dealer must present with bid document a letter of recommendation from the mill showing at least one of their installers working on each project is a Certified

CFI Master or Contract II grade installer, or FCIB certified.

- Carpet to be installed by qualified installers with a minimum of 5 years experience in the installation of commercial carpets.
- Installation shall be in full compliance with all federal, state, and local regulations and ordinances.

Methods of installation may include:

- Stretch-in, with separate cushion
- Direct glue-down, with or without attached cushion
- Double glue-down ("double-stick"), with separate cushion
- Other methods, where specifically approved by the state

Seams

Seams appearance shall not be visible from any standing position other than that which is unavoidable using the best seaming materials and practices available at the time of installation. Seam separation is not acceptable for any reason.

Substrate Preparation

Concrete Slab

Substrate and testing concrete substrates is one of the most important steps in product selection and the contractor is responsible to determine and recommend to the Buyer the appropriate products, preparation work, and installation methods.

The contractor is responsible to avoid installing products on substrates that test higher than the industry and or manufacturer's specifications.

The contractor is responsible for product not being installed over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have Alkalinity range, RH Levels and Concrete Moisture Vapor Emission Rate (MVER) recommended by CRI Carpet Installation Standard 2011, ASTM Specifications, Industry Installation Standards and the Carpet Manufacturer Specifications.

Conditions must include normal levels of humidity, lighting, heating, and air conditioning recommended by CRI Carpet Installation Standard 2011, ASTM Specifications, Industry Installation Standards and the Carpet Manufacturer Specifications.

Perform subfloor moisture testing in accordance with the manufacturer and industry testing procedures.

- ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes'
- ASTM F 1869,'Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride'.

MVER tolerances for each manufactures installation specifications and standards may vary, indicate the MVER tolerances in LBS and or RH for each product submitted on the Carpet Cost Schedule.

ASTM F710 - This practice covers the determination of the acceptability of a concrete floor for the installation of resilient flooring. Although carpet tiles, carpet, wood flooring, coatings, films, and paints ae not specifically intended to be included in the category of resilient floor coverings, the procedures included in this practice may be useful for preparing concrete floors to receive such finishes.

pH testing should be performed with results ranging between 5.0 and 9.0 (ASTM F-710). Take corrective measures if the results exceed these limits

Wood Subfloor
Wood substrates need to be structurally sound, dry, flat and securely anchored. Substrates, such as plywood, hardwood, particleboard or other materials, are need to be flooring grade (APA approved) and installed according to manufacturer specifications. Irregularities, imperfections and joints are required to be properly patched and prepared.

Resilient Flooring
Installing carpet over resilient flooring is acceptable as long as the resilient flooring is securely bonded to the substrate, properly prepared and is within industry and the manufacturing specifications. Carpet needs to be compatible with the carpet backing and adhesive.

NASPO ValuePoint Floorcovering and Related Services

Mannington

Attachment E

MA2282 Warranty Offering Schedule - Modular Tile

Firm Name:	Mannington Commercial

Adhesion of the Carpet Cushion or Secondary Backing

Carpet Type	Carpet Designation	Number of Years Warrantied	UOM
Type A	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type B	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type C	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years

Life Cycle Expectations - Prorated Warranty Replacement

LIFE CYCLE WARRANTY OFFER

Carpet Type	Moderate Traffic	Heavy Traffic
Type A	1	1
Type B	1	1
Type C	1	1

PRORATION SCHEDULE

Carpet Type	Year	Proration % Offer			
		Moderate Traffic	Heavy Traffic	Severe Traffic	
Type A	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	
Type B	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	

	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	
Type C	1	100%	100%	100%	
	2	100%	100%	100%	
	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	

MA2282 Warranty Offering Schedule - 12 Foot Broadloom

Firm Name:	Mannington Commercial

Adhesion of the Carpet Cushion or Secondary Backing

Carpet Type	Carpet Designation	Number of Years Warrantied	UOM
Type A	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type B	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years
		Number of Years Warrantied	UOM
Type C	Moderate Traffic Use	15	Years
	Heavy Traffic Use	15	Years
	Severe Traffic Use	15	Years

Life Cycle Expectations - Prorated Warranty Replacement

LIFE CYCLE WARRANTY OFFER

Carpet Type	Moderate Traffic	Heavy Traffic
Type A	1	1
Type B	1	1
Type C	1	1

PRORATION SCHEDULE

Carpet Type	Year	Proration % Offer		
		Moderate Traffic	Heavy Traffic	Severe Traffic
Type A	1	100%	100%	100%
	2	100%	100%	100%
	3	100%	100%	100%
	4	100%	100%	100%
	5	100%	100%	100%
	6	100%	100%	100%
	7	100%	100%	100%
	8	100%	100%	100%
	9	100%	100%	100%
	10	100%	100%	100%
	11	100%	100%	100%
	12	100%	100%	100%
	13	100%	100%	100%
	14	100%	100%	100%
	15	100%	100%	100%
	16	100%	100%	100%
	17	100%	100%	100%
	18	100%	100%	100%
	Beyond 18	100%	100%	100%
Type B	1	100%	100%	100%
	2	100%	100%	100%
	3	100%	100%	100%
	4	100%	100%	100%
	5	100%	100%	100%
	6	100%	100%	100%
	7	100%	100%	100%
	8	100%	100%	100%
	9	100%	100%	100%
	10	100%	100%	100%
	11	100%	100%	100%
	12	100%	100%	100%
	13	100%	100%	100%
	14	100%	100%	100%
	15	100%	100%	100%
	16	100%	100%	100%
	17	100%	100%	100%
	18	100%	100%	100%
	Beyond 18	100%	100%	100%
	1	100%	100%	100%
	2	100%	100%	100%

	3	100%	100%	100%	
	4	100%	100%	100%	
	5	100%	100%	100%	
	6	100%	100%	100%	
	7	100%	100%	100%	
	8	100%	100%	100%	
	9	100%	100%	100%	
Type C	10	100%	100%	100%	
	11	100%	100%	100%	
	12	100%	100%	100%	
	13	100%	100%	100%	
	14	100%	100%	100%	
	15	100%	100%	100%	
	16	100%	100%	100%	
	17	100%	100%	100%	
	18	100%	100%	100%	
	Beyond 18	100%	100%	100%	

MANNINGTON
COMMERCIAL.

MANNINGTON'S WARRANTIES

Mannington Commercial's mission is to be the BEST people to do business with in the flooring industry. Our entire corporate profile is built around the phrase "*Choices That Work*." This means that we want to be your one and only floor covering supplier. Because of our unique ability to offer choices that work, including broadloom carpet in 6-foot and 12-foot widths, carpet tiles, VCT, PVT, LVT, resilient sheet goods, porcelain, rubber flooring, wall base, transitions, and stair treads, we effectively create a single source opportunity for our clients.

But we realize that supplying the most comprehensive flooring products of any manufacturer is nothing without proven performance and industry-leading warranties to back them up. For example:

- Our carpet products, including Integra HP and UltraBac RE broadloom carpets and all modular products – Infinity, Infinity RE, and rEvolve – all carry Lifetime Warranties. But what does that mean? Our lifetime warranties are valid as long as you choose to keep the carpet installed. If you have a problem with your Mannington Carpet in 5 years, 50 years, or even more, MANNINGTON WILL REPLACE OR REPAIR THE CARPET. This warranty is not pro-rated. You will receive full replacement value in the event of a failure.

- On the resilient side, our LVT and heterogeneous sheet goods carry a 10 year warranty and Mannington's VCT and homogeneous sheet goods carry a 5 year warranty. We also warrant our Quantum Guard HP finish coat: The QGHP wear warranty provides that the Quantum Guard HP urethane with aluminum oxide surface wear layer will not wear through, peel, or separate from the floor when used under normal commercial traffic conditions.

- Mannington's rubber flooring is warranted against excessive wear under normal usage in recommended applications for a period of ten (10) years. Excessive wear means the wearing away on the average of more than .0025" of flooring material per year during the warranty period.

If any of your Mannington flooring fails to perform as warranted, we will either repair the affected flooring to conform to the warranty without charge; or replace it with flooring of equal value and quality, again with no charge to you. We'll also pay for reasonable labor costs for any such replacement or repair.

We have focused our attention on offering everything you can possibly need to complete any and every floor covering job, including every hard and soft surface flooring option imaginable, as well as all the necessary accessories, including base, stair treads, and transitions. Our objectives are not only to manufacture industry leading products in terms of their performance and sustainability, but also to be a company that brings solutions to your problems.

1844 US Highway 41, SE
Calhoun, GA 30703-7004

tel 800.241.2262
fax 706.625.6253

manningtoncommercial.com
Choices That Work.

15 YEAR LIMITED WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington"), warrants that its carpet products made with ColorSafe® Bleach Resistant Technology will resist color loss from diluted bleach applications for a period of fifteen years from the date of original installation. For purposes of this warranty, "diluted bleach applications" means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.

EXCLUSIONS

This warranty does not cover:

- Color loss due to ozone or light fading
- Damage resulting from abnormal use, conditions such as water, storm or flood damage, or damage from use of improper cleaning agents
- Damage from overall wear

CONDITIONS

This warranty shall not be effective unless the following conditions are satisfied:

1. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mannington's recommended guidelines.
2. Carpet cleaning and spot cleaning procedures recommended by Mannington, as set forth in Mannington's recommended cleaning brochure, must be followed. *Mannington does not recommend using bleach solutions for cleaning its carpet products.*
3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this warranty.
4. The customer must provide Mannington with proof of purchase showing the original installation date, in order to initiate a warranty claim.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties; including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited warranty set forth above.

Choices that Work.

15 YEAR LIMITED WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington"), warrants that its carpet products made with XGUARD® Stain Resistant Technology will resist staining for a period of fifteen years from the date of original installation.

EXCLUSIONS

This warranty does not cover:

- Color loss due to ozone or light fading
- Damage resulting from abnormal use, conditions such as water, storm or flood damage, or damage from use of improper cleaning agents
- Damage from overall wear

CONDITIONS

This warranty shall not be effective unless the following conditions are satisfied:

1. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mannington's recommended guidelines.
2. Carpet cleaning and spot cleaning procedures recommended by Mannington, as set forth in Mannington's recommended cleaning brochure, must be followed.
3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this warranty.
4. The customer must provide Mannington with proof of purchase showing the original installation date, in order to initiate a warranty claim.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties; including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited warranty set forth above.

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington") warrants to the purchaser of its INFINITY MODULAR carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

MOISTURE BARRIER

For the life of the carpet, the carpet's moisture barrier will not permit liquids spilled on the carpet to penetrate the carpet backing.

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This Warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. The carpet must be installed indoors, for commercial, not residential use.
4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
5. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____
Address _____
Installation Address _____
Product Name _____
Square Yards _____
Mannington Commercial _____
Invoice Numbers (Attach Invoice Copies)
1) Invoice # _____ Date _____
2) Invoice # _____ Date _____
3) Invoice # _____ Date _____
4) Invoice # _____ Date _____
Dealer Name _____ Address _____
Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____
Name and Title _____
Authorized Owner Signature _____ Date _____
Name and Title _____

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington") warrants to the purchaser of its INTEGRA HP® carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

MOISTURE BARRIER

For the life of the carpet, the carpet's moisture barrier will not permit liquids spilled on the carpet to penetrate through the vinyl pre-coat.

WICK-BACK

For the life of the carpet, the carpet's vinyl precoat technology will not promote wickback stains.

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. The carpet must be installed indoors, for commercial, not residential use.
4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
5. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____
Address _____
Installation Address _____
Product Name _____
Square Yards _____
Mannington Commercial _____
Invoice Numbers (Attach Invoice Copies)
1) Invoice # _____ Date _____
2) Invoice # _____ Date _____
3) Invoice # _____ Date _____
4) Invoice # _____ Date _____
Dealer Name _____ Address _____
Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____
Name and Title _____
Authorized Owner Signature _____ Date _____
Name and Title _____

LIMITED LIFETIME WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. warrants to the purchaser of its ULTRABAC® RE carpet (subject to the exclusions, conditions and limitations described below) as follows:

FEATURES WARRANTED

Mannington warrants the carpet against manufacturing defects as follows:

DELAMINATION

For the life of the carpet, the carpet will not delaminate from secondary backing.

TUFT BIND

For the life of the carpet, the carpet will provide superior tuft bind properties in high traffic environments.

UNRAVELING

For the life of the carpet, the carpet will not show continuous unraveling of yarn at the seams.

STATIC CHARGE

For the life of the carpet, the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

WEAR

For the life of the carpet, the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) damage to the carpet, or (iii) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

CONDITIONS

This warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with Mannington Commercial guidelines.
2. Mannington's brand adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. Mannington's brand seam sealer must be used for lifetime warranty. Use of other seam sealers will void lifetime warranty.
4. The carpet must be installed indoors, for commercial, not residential use.
5. The attached Warranty Registration Form must be completed, signed by all parties, and returned to Mannington within 90 days of installation.
6. For appearance retention properties, chair pads are recommended but are not required for warranty purposes.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this carpet. This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

PRODUCT WARRANTY REGISTRATION

Owner Name _____

Address _____

Installation Address _____

Product Name _____

Square Yards _____

Mannington Commercial _____

Invoice Numbers (Attach Invoice Copies)

1) Invoice # _____ Date _____

2) Invoice # _____ Date _____

3) Invoice # _____ Date _____

4) Invoice # _____ Date _____

Dealer Name _____ Address _____

Date Original Installation was Completed _____

The undersigned dealer certifies that the above carpet was installed in strict accordance with Mannington's written installation instructions and procedures. The undersigned owner certifies that owner has read and understands all the terms of this warranty.

Authorized Dealer Signature _____ Date _____

Name and Title _____

Authorized Owner Signature _____ Date _____

Name and Title _____

LIMITED 10 YEAR COMMERCIAL WARRANTY

The Mannington Commercial luxury vinyl tile products including **Assurance™ Squared**, **Create™**, **Nature's Paths®**, **Nature's Paths® LockSolid™** and **Nature's Paths® Select Plank**, and **Nature's Paths® Select Tile** are backed by a Limited 10-Year Commercial Warranty for manufacturing defects as described below.

LIMITED 10 YEAR LIGHT COMMERCIAL WARRANTY

The Mannington Commercial luxury vinyl tile products **Walkway™** include a Limited 10-Year Light Commercial Warranty for manufacturing defects as described below.

LIMITED 10 YEAR NO GAP WARRANTY

The Mannington Commercial luxury vinyl tile products **Nature's Paths® LockSolid™** also includes a Limited 10-Year No Gap Warranty. A gap is defined as seam separation along the long or short end of the plank under normal commercial use. A gap must be bigger than the thickness of a business card (>10 mils) and longer than the short side of a business card (<2").

The Mannington Commercial LVT products that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty. (excludes Walkway™)
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: Assurance Squared, Create, Nature's Paths, Nature's Paths LockSolid and Nature's Paths Select Plank, and Nature's Paths Select Tile carry a Limited 10-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

LIMITED 10 YEAR COMMERCIAL WARRANTY

The Mannington Commercial heterogeneous resilient sheet flooring products including **Realities®**, **Primus®** and **Vivendi™** are backed by a Limited 10-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial heterogeneous products of **Realities®**, **Primus®** and **Vivendi™** that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third through tenth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: Realities, and Primus carry a Limited 10-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

LIMITED 5 YEAR COMMERCIAL WARRANTY

The Mannington Commercial inlaid resilient sheet flooring products including **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** are backed by a Limited 5-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial products inlaid **BioSpec® MD**, **Lifelines II®**, and **Mannington Assurance II®** that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor, pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the Quantum Guard HP wearlayer and will void the warranty.
5. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
6. Labor on material installed with obvious defects is not covered by this warranty.
7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
8. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
9. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
11. Using non-recommended floor care products may damage the floor and void the warranty.
12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

Note: BioSpec MD, LifeLines II and Mannington Assurance II carry a Limited 5-Year Quantum Guard HP Wear Warranty. Please reference website manningtoncommercial.com for specific warranty details.

WARRANTY INFORMATION

The following warranty conditions apply to first quality of Mannington's rubber tile and rubber stair treads and ConnectStep stair treads when installed in commercial applications in accordance with Mannington's Installation Instructions.

LIMITED 10-YEAR WEAR WARRANTY YEAR NOSE WARRANTY

Mannington warrants from the date of original installation, that for ten (10) years of commercial use, Mannington's rubber tile and rubber stair treads and/or ConnectStep stair tread are warranted against excessive wear under normal usage in recommended applications for a period of ten (10) years. Excessive wear means the wearing away on the average of more than .0025" of flooring material per year during the warranty period. In addition, Mannington rubber tile and rubber stair treads and ConnectStep stair treads are warranted against cracking of the nose for a period of five (5) years.

LIMITED 5-YEAR COMMERCIAL WARRANTY FOR MAUNFACTURING DEFECTS

The Mannington rubber tile and rubber stair treads and ConnectStep stair treads that you purchase are guaranteed to be free from manufacturing defects. If a defect is noted in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area. Reasonable labor costs, if installed by a professional flooring installer / contractor, will be reimbursed at 100% if the defect is reported within the first year of the original purchase, and at 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase. Mannington's obligations under this warranty are subject to the exclusions stated below.

EXCLUDED FROM COMMERCIAL WARRANTY

1. Material degradation caused by cuts, tears, punctures, soiling, discoloration, staining, or other abuse
2. Delamination issues related to improper substrate preparation, excessive moisture in the substrate and improper leveling or patching compounds
3. Improper installation-problems caused by uses and installation contrary to Mannington recommendations
4. Material degradation caused by petroleum based chemicals such as kerosene, oil, grease, etc or animal fats
5. Purchase of "Seconds," "Remnants," "Mill Trials" or other "irregular" (non first quality) flooring material, or material not part of, or available in, the regular Mannington product line.
6. Dissatisfaction due to improper installation. Mannington installation instructions are available from your dealer or by calling 1-800-FLOOR-US.
7. Any damage such as burns, stains (including those caused by rubber backed floor mats), cuts, scratches, scuffs, gouges, indentations, including lack of or improper floor protectors and furniture rests; staining caused by tracked-in dyes from carpet, fertilizers, coal, tar, or asphalt driveway sealers or oil drippings; fading or discoloration from prolonged, excessive exposure to sunlight or heat; and damage caused by other abuse or accident.
8. Labor on material installed with obvious defects.
9. Mannington warranties do not cover labor costs on repair or replacement of material which was not originally professionally installed.
10. Loss of luster or film build-up due to lack of or improper maintenance.
11. Any discoloration or bond failure on Mannington Commercial product resulting from improper adhesive selection or application.
12. Damage from narrow tipped heels.
13. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the subfloor.
14. Color, shade, or embossing deviations from samples or printed color literature.

Note: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

WARRANTY CONDITIONS

This warranty does not cover defects or damage to Mannington rubber tile and rubber stair treads and ConnectStep stair treads caused by (i) installation or maintenance that does not comply strictly with the guidelines set forth in Mannington's Installation and Maintenance Instructions, (ii) abuse (e.g. abrasives like steel wool to scour the floor, sliding heavy objects across the floor without proper protection), or (iii) severe accidents (e.g. fire, burns). This warranty covers water damage from normal use, excluding natural disasters. This warranty applies only to the original purchaser and installation site(s) and is not transferable. This warranty is valid for commercial installations. Any area that receives replacement tiles or treads must be cleared, at the consumer's expense, of any equipment, furnishings, partitions, etc., that have been installed or put into place over the tiles or treads subsequent to the original installation.

INCIDENTAL OR CONSEQUENTIAL DAMAGES

This warranty does not cover tiles or treads installed with obvious visual defects. Under the terms of these limited warranties, Mannington will not be liable for indirect, special, incidental, consequential, or other damages of any kind, no matter what the cause. Some states do not allow the exclusion of incidental or consequential damages, so the exclusion in the preceding sentence may not apply to you.

IMPLIED WARRANTIES

There are no implied warranties, including merchantability and fitness for a particular purpose, extending beyond the terms of this written warranty. NOTE: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty is in lieu of all other express warranties and gives you specific legal rights. You may also have other rights which vary from state to state or province to province in Canada.

WARRANTY CLAIMS

If there is a manufacturing defect, you must immediately provide written notice of such defect, together with proof of purchase to the flooring contractor from whom the floor was purchased. This notice must be received by the flooring contractor within the warranty period from the date of purchase. The flooring contractor will notify Mannington's Customer Care (888-673-2274) who will arrange inspection of the floor or review the complaint with the dealer. Should this inspection or review indicate an obligation on the part of Mannington, such obligation will be satisfied through your flooring contractor. For more information, please call 1-800-241-2262 or write to Mannington Resilient Floors, P.O. Box 30, Salem, NJ 08079.

LIMITED 5 YEAR COMMERCIAL WARRANTY

The Mannington Commercial VCT and Premium VCT products **Essentials**, **Progressions**, **Touchstone** and **SafeWalks** are backed by a Limited 5-Year Commercial Warranty for manufacturing defects as described below.

The Mannington Commercial VCT and Premium VCT products Essentials, Progressions, Touchstone and SafeWalks that you purchase are guaranteed to be free from manufacturing defects. If a defect occurs in your floor, upon verification of the defect, Mannington will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor pursuant to Mannington Commercial installation instructions, Mannington will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

1. Limited commercial warranty applies from the date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Dissatisfaction or damage due to improper installation or installation contrary to Mannington recommendations will void the warranty. Installation instructions are available on our website manningtoncommercial.com.
5. Labor on material installed with obvious defects is not covered by this warranty.
6. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
7. Any discoloration or bond failure on Mannington Commercial products resulting from improper adhesive selection or application is not covered by this warranty.
8. Installation utilizing adhesives other than those recommended and approved by Mannington for Mannington flooring products may cause damage to the floor and void this warranty.
9. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
10. Using non-recommended floor care products may damage the floor and void the warranty.
11. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Mannington Commercial product line are not warranted.

Note: If the Mannington Commercial floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Mannington Commercial will also pay for reasonable labor costs per the conditions stated above. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

QUANTUM GUARD® HP WEAR WARRANTY

Mannington Commercial products containing Quantum Guard HP ("QGHP") urethane with aluminum oxide surface wearlayer include a limited wear warranty as described below. The duration of the QGHP wear warranty varies per product.

The QGHP wear warranty provides that the Quantum Guard HP urethane with aluminum oxide surface wearlayer will not wear through, peel, or separate from the floor when used under normal commercial traffic conditions.

EXCEPTIONS AND LIMITATIONS

1. Limited wear warranty applies from date of purchase and only to the original owner of the floor.
2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
4. Sub-floor irregularities can cause premature wear on the QGHP wearlayer and will void the warranty.
5. Using non-recommended floor care products may damage the floor and void the warranty.
6. Reference Mannington Commercial Hardwood warranty for other warranty limits related to commercial wood products.

Note: If your floor fails to perform as stated in the applicable Limited Warranty, Mannington Commercial will, at its option: (i) repair without charge the affected flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring contractor in accordance with the Mannington Commercial Installation Guidelines, including the use of recommended adhesives, Mannington Commercial will also pay for the reasonable professional labor cost to install your replacement floor. Mannington Commercial will not pay for the removal or replacement of cabinets, appliances or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON COMMERCIAL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MANNINGTON COMMERCIAL.

PRODUCT LISTINGS AND WARRANTY TERMS

Products carrying a Limited 5-Year QGHP Wear Warranty include:
- Homogeneous Sheet: BioSpec MD, LifeLines II, Mannington Assurance II
- Heterogeneous Sheet: Relay RE
- Engineered Hardwood: American Hardwoods Collection, Legacy Hand-Crafted Hardwoods Collection, Earthly Elements

Products carrying a Limited 10-Year QGHP Wear Warranty include:
- Heterogeneous Sheet: Primus, Realities, Insight Plus
- Luxury Vinyl Tile: Nature's Paths, Nature's Paths Lock Solid, Nature's Paths Select, Assurance Squared

Note: All products include a limited commercial warranty for manufacturing defects. Please reference website for specific warranty details.

David Stinson

David_stinson@mannington.com

804-580-0751

2808 Ann Johnson Lane
Williamsburg, VA 23185

DIRECTOR OF GOVERNMENT SALES

Mannington Commercial

2009 – Present

Manage all Federal/State and Cooperative Purchasing contracts for Mannington Commercial, including: GSA, TXMAS, NPP, NJPA, CMAS etc.

Additional responsibilities include overseeing Sales, Marketing, and Reporting for all applicable contracts.

DIRECTOR OF GOVERNMENT SALES

Lees Carpets

1995 – 2004

TERRITORY MANAGER

Lees Carpets

1989 – 1994

FORMAL EDUCATION

BBA, James Madison University, 1987

MANNINGTON
COMMERCIAL

Contact Information

Contract Administrator

David Stinson
Mannington Commercial Government

Phone: 804.580.0751

David_Stinson@mannington.com

Usage Report Administrator

Emily Hurd
Senior Financial Accountant

Phone: 706.602.6325

Emily_Hurd@mannington.com

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.

Yes, Mannington Commercial does have a marketing plan to ensure smooth implementation and execution of all aspects of this contract. The Contract Administrator will be your one point of contact, David Stinson, who will manage the entire process from start up through the life of the contract. He will be available to resolve any outstanding issues and ensure the marketing plan is completed as described.

The first step in our marketing plan is to ensure the proper internal and external contract stakeholders have been properly notified. To do so, Mannington will create and distribute a program launch announcement through both electronic and hard copy versions. This announcement will provide necessary pricing, terms and conditions, ordering procedures, and general sales initiatives to our internal teams. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement both regionally and nationally.

Secondly, our internal Strategic Account Services department is ready to manage your account from the date of notification of award. The transition phase will consist of the cohesion of your purchase order transmittal process with our own order receipt and processing program. The system is in place to process orders immediately. Our experience has shown us that typical set up time for your entire system will be 1-3 weeks. This entire implementation process can be done in conjunction with order placement and material shipment, eliminating any potential downtime.

With the support of the Strategic Accounts team, your Contract Administrator and local Mannington District Manager will be heavily engaged in the day to day activities of all of your projects as well. They will field inquiries, verify pricing, and respond to product questions. If awarded a contract, Mannington will work with you to establish a more specific contact list and ordering guidelines as part of the implementation process.

With David as the National Contract Administrator, he will work on a national level to coordinate Mannington's sales efforts with WSCA-NASPO Cooperative Organization. In addition, he will pursue strategic partnerships with other WSCA-NASPO vendors, encourage lead sharing, and collaborative efforts where appropriate to better serve NPP members.

We also encourage partnering for targeted marketing campaigns both regionally and nationally. We propose putting together a pamphlet detailing the ordering specifics, contact information, and other frequently asked questions to provide to potential end-users for ease of use with this contract. Also, Mannington is open to attending national conferences and other local sites as needed by State of Utah and/or WSCA-NASPO members.

Mannington has an internal marketing team that is responsible for creating awareness of the Master Agreement and easy access to the supporting information, pricing, and general terms and conditions of the contract. They are willing to work with WSCA-NASPO Organization in creating our program launch

announcement and distribute to all of your participating/eligible members as well. This announcement will define the products and services offered by Mannington through the Master Agreement and include a link to our website where the Agency can access product information, technical and post sales support, Mannington sales and support rosters and listing of Mannington distributors.