



COVER SHEET

PROPOSAL FROM KYA Services LLC

CA LICENCE # 984827 B + C15

CORPORATE OFFICE

Main Office & Gallery
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
Fax (714) 586-5526
Accounts (714) 659-6476
KYA (714) 659-6477

Northern Office & Gallery
3235 Sunrise Blvd, Suite 4
Rancho Cordova, CA 95742
KYA (916) 407-2855
Fax (916) 282-1304

OFFICE LOCATIONS

Orange County
Inland Empire
Palm Springs
Los Angeles
San Diego
Carlsbad
Riverside
Bakersfield
Central Valley
San Francisco
Sacramento

We service all counties in California

Date: April 14 2017

To: Perris Union High

Attn: Art Fritz

Phone: 951-941-7557

Pages: 6

Project Name: Perris HS District - Heritage HS flooring r

Project Type: Flooring

Proposal Number: 1-1-10842

CMAS Contract: 4-14-72-0057A

Base Contract: December 1 2017

Contract Terms: Mar 3 2014 - Dec 31 2017

Thank you for your continued interest in KYA Services LLC and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Michelle Morris
Regional Advisor

Cell: (714) 235-0462
E-mail: michelle.morris@thekyagroup.com
Tel: (714) 659-6475 | Fax: (714) 586-5526
Website: www.theKYAgroup.com
1522 Brookhollow Dr., Suite 3
Santa Ana, CA 92705



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

Perris HS District - Heritage HS flooring replacement	Quantity	U/M	Price	Value
C-XL Seam Weld-C-XL -Powerbond	32.00	EA	\$17.67	\$565.44
C-16E Adhesive-C-16E	153.00	EA	\$78.67	\$12,036.51
S-515 Clear Thin Spread (350-400sq ft/gal) 4 gallon-S-515-4	52.00	EA	\$59.20	\$3,078.40
Armstrong Standard Imperial Texture 12x12-Imperial Texture -Color TBD	71,700.00	SF	\$1.11	\$79,587.00
Aragon Blue Shadow Dryback-05164 -Pwrwnd Cushion -Blue Shadow	7,650.00	SY	\$23.60	\$180,540.00
Aragon Blue Shadow Dryback-05164 -Pwrwnd Cushion -Blue Shadow - Overafge	76.50	SY	\$23.60	\$1,805.40
Freight	7,726.50	EA	\$1.34	\$10,353.51
AB2398 Carpet Recovery	7,726.50	EA	\$0.25	\$1,931.63
Sales Tax	1.00	EA	\$21,514.99	\$21,514.99
			Total Price	\$311,412.88



This is a legal agreement - please read carefully. Complete and initial all pages.

Proposal: 1-1-10842

To: Perris Union High
155 East Fourth St., Perris
92570

c/o: Perris Union High

RA: Michelle Morris

RA Phone: (714) 235-0462

RA Email: michelle.morris@theyyagroup.com

Site: Heritage High

Address: 26000 Briggs Rd., Romoland
92585

Date: April 14 2017

Terms: Net 30

CMAS Contract: 4-14-72-0057A

Base Contract: December 01 2017

Contract Terms: Mar 3 2014 - Dec 31 2017

Site Qualifications and General Scope of Work

DIR # 1000003379

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

CONDITIONS AND WARRANTY

1) **Proposal:**

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) **Purchase:**

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) **Standard Exclusions:**

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements:**

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment:**

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases:**

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:**

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) **Manufacturing and Delivery:**

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

9) **Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) **Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty: Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).** The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) **Indemnification:**

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) **Delegation: Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company



15) **Force Majeure: Impracticability:**

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:**

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:**

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:**

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:**

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) **Assignment:**

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature: _____ Signature: *Michelle Morris*

By: (Print) _____ By: (Print) Michelle Morris

Title: _____ Title: Regional Advisor

Date: _____ Date: April 17 2017

March 3, 2014

John Anthony Leyds
KYA Services LLC
1522 Brookhollow Drive, Suite #3
Santa Ana, CA 92705

Subject: KYA Services LLC's California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-14-72-0057A
CMAS Contract Term: March 3, 2014 through December 31, 2017
Base GSA Schedule No.: GS-27F-0504H

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

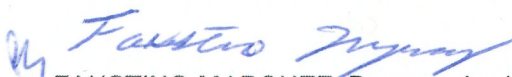
To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2014 (JAN-MAR)
DUE BY APR 15, 2014.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4394. Thank you for your continued cooperation and support of the CMAS Program.


FAUSTINO MARQUEZ, Program Analyst
California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Tandus
Floor Cov-Broadloom Carpet
Floor Cov-Carpet Recycled
Floor Cov-Modular Carpet Tile

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Tandus

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Services to address environmental problems such as asbestos abatement, mold and mildew are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-27F-0504H (CARPET RESOURCES, INC.) with a GSA term of 10/1/1997 through 9/30/2017. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "Carpet Resources, Inc." with "KYA Services LLC." where "Carpet Resources, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (714) 586-5526:

KYA Services, Inc.
1522 BrookHollow Drive, Suite #3
Santa Ana, CA 92705
Attn: Tony Leyds

Agencies with questions regarding products and/or services may contact the contractor as follows:

Contact: John Anthony Leyds
Phone: (714) 659-6479
E-mail: tony@kyasurfacing.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

Carpet Resources, Inc.'s California Seller's Permit No. is 102369022. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

QUANTITY DISCOUNTS

This CMAS contract contains additional discounts. See the base GSA schedule for the specific percent of discount.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

60 days or sooner, after receipt of order and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$2,500.00.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows: If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

KYA Services, LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:

www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

KYA Services, Inc.'s California Contractor's License number is 984827. This is a Class C-15 license that is valid through 6/30/2015.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A

SMALL BUSINESS/DVBE TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIALLY MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

6. Credit Card

KYA Services LLC does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A**

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663.

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services) AMERICANS
WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision

Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar) Q2 (Apr-Jun) Q3 (Jul-Sep) Q4 (Oct-Dec)

For Questions Regarding This Report Contact:
 Name: _____
 Phone Number: _____
 E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES LLC
CMAS NO. 4-14-72-0057A

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

ATTACHMENT C

INFORMATION REGARDING THE PURCHASE

AND INSTALLATION OF FLOOR COVERINGS

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is \$100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

ESTIMATED CARPET INSTALLATION COSTS

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

DESCRIPTION OF INSTALLATION	ESTIMATED INSTALLATION COST
GENERAL OFFICE SPACE NEW CONSTRUCTION CLEAN FLOOR INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$4.00 PER SY MODULAR (TILE) \$4.00 PER SY
GENERAL OFFICE SPACE NO FURNITURE MOVING REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY MODULAR (TILE) \$5.00 PER SY
GENERAL OFFICE SPACE MOVING OF CONVENTIONAL FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$10.00 PER SY MODULAR (TILE) \$10.00 PER SY
GENERAL OFFICE SPACE MOVING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW BROADLOOM CARPET DIRECT GLUE DOWN NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY PLUS \$300.00-\$400.00 <u>PER WORKSTATION</u>
GENERAL OFFICE SPACE LIFTING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW MODULAR CARPET FULL SPREAD RELEASE ADHESIVE	MODULAR (TILE) \$11.00 PER SY

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

AREA TO BE CARPETED	CARPET TYPE
<p>GENERAL OFFICE (EXAMPLE: GENERAL STATE OFFICES WITH NO OR LIGHT TO MEDIUM PUBLIC TRAFFIC)</p>	<p>26-28 OUNCE BROADLOOM, COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;">OR</p> <p>26-28 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p>EXECUTIVE OFFICES (EXAMPLE: DIRECTOR'S OFFICE, DEPUTY DIRECTORS, AGENCY PERSONNEL)</p>	<p>28-32 OUNCE BROADLOOM, COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;">OR</p> <p>28-32 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p>STATE OWNED RESIDENCES</p>	<p>34 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, CUT AND LOOP PILE. YARN TO BE BRANDED NYLON, ANY CONVENTIONAL DYE METHOD. INSTALLATION STRETCH IN OVER 3/8 INCH, 100% SYNTHETIC CARPET CUSHION, 28 OUNCE PER SQUARE YARD NOMINAL, 6.2 POUND PER CUBIC FOOT, MEETING ASTM E648 CLASS 1 RADIANT PANEL TEST.</p>
<p>TEMPORARY BUILDINGS INCLUDING MOBILE AND MODULAR FACILITIES</p>	<p>20 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, LOOP PILE, BRANDED, SOLUTION DYED NYLON. INSTALLATION BY DIRECT GLUE DOWN.</p>
<p>VERY HIGH TRAFFIC AREAS (EXAMPLE: MEDIUM TO HEAVY USE PUBLIC AREAS, AIRPORTS, COLLEGE/UNIVERSITY FOOD SERVICE AREAS, DORMITORIES)</p>	<p>20 OUNCE BROADLOOM, TUFTED, STRUCTURED BACK, COMMERCIAL GRADE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. MAY INCLUDE HIGH DENSITY URETHANE OR VINYL CHLORIDE PAD BACKING. SEAMS SHOULD BE CAPABLE OF SEALING (WELD TOGETHER). INSTALLATION BY DIRECT GLUE DOWN</p>

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS
SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License No. : _____

License Issued to Whom : _____

Class / Type of License : _____

Expiration Date of License : _____

Work to be Performed : _____

Subcontractor's Name and Address: _____

: _____

: _____

License Number : _____

Class / Type of License : _____

Expiration Date of License : _____

Work to be Performed : _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this order.

Signature of Supplier

Date

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

SAMPLE B

**PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)**

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____

has awarded to _____ whose address is _____
(CONTRACTOR / PRINCIPLE)

_____ as Principle, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized
under the laws of _____ (SURETY), and authorized to transact a general surety business
in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of

_____ (_____), for which payment we
bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY) (ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.
Executed in _____ on _____
(CITY AND STATE) (DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Items Required		Performed By		Requirement
Yes	No	Vendor	Agency	
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing carpet____, pad____, tile____ Disposition: To State____, Remove from State Premises____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal____, plastic____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.
				Cove base, rubber____ or vinyl____. Furnish and install____ Color: brown____, black____, other____ Size: 6"____, 4"____, 2"____, other____ Remove existing base____, Trim cove on existing base____, Other (explain)____ _____
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights____ Weekends____
				Floor duct covers, contact: Building Manager____ Other____

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

Carpet Installation Instructions Continued

SAMPLE C
(continued)

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____, (Title) _____
at (Agency) _____, telephone (____) _____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

_____ **Inspection of Installation Work:**

_____ Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed. This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____
will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions - Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;
 - d) Statement of Work, including any specifications incorporated by reference herein;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

- e) special terms and conditions; and
f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 39. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 40. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 41. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 42. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.
- 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 44. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one

hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.

- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
 - iii) Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program

and fiscal delays which would occur if the Contract (order) were executed after that determination was made.

- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:** In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

State of California

Multiple Award Schedule

KYA Services LLC

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage*, a menu-driven database system. The INTERNET address for *GSA Advantage* is [GSA Advantage!](#) For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at [GSA Home](#).

FSC Group 72, Part 1, Section A
Contract Number: **4-14-72-0057A**
Contract Period – 3/3/2014-12/31-2017
Base GSA Schedule No: GS-27F-0504H

DUNS#: 047945724
Tax ID: 46-2267568

CONTRACTOR

KYA Services LLC.
1522 Brookhollow Dr, Suite 3
Santa Ana, CA 92705
Phone: (714) 659-6476
Fax: (714) 586-5526

CONTRACT ADMINISTRATION

DeAnna McKelvie
1522 Brookhollow Dr, Suite 3
Santa Ana, CA 92705
Phone: (714) 659-6480
Email: SalesAdmin@KYASurfacing.com

Tandus - Centiva

POWERBOND MODULAR CARPET INSTALLATION AND MAINTENACE SERVICES

Meets and exceeds PBS Key Requirements –NSF 140 Gold or Platinum – Most Styles exceed TARR 3.5

INFORMATION FOR ORDERING ACTIVITIES

1a. Awarded SINS:

31-301 Broadloom
31-303 Carpet Tile
31-601 Recycled Content
31-604 Installation Services

1b. Lowest Price each SIN:

31-301 All Star
31-303 Arete
31-601 All Star (6')
31-601 Arete (Tile)

2. Maximum Order Limitation:

SIN(s) 31-301, 31-303, 31-601
Carpet and Carpet Tile - \$500,000
SIN(s) 31-604 - Installation -\$150,000

3. Minimum Order: \$500

4. Geographic Coverage:

All SINS – Continental United States

5. Point of Production

311 Smith Industrial Blvd.
Dalton, GA 30721

6. Prices shown are Government Net Discount

7. Quantity Discounts:

SIN(s) 31-301, 31-303, 31-601
GSA basic price - \$0 - \$25,000
Additional 1% - \$25,001-\$50,000
Additional 2% - \$50,001-\$75,000
Additional 3% - \$75,000+ above

8. Prompt Payment:

Net 30 days

9. Foreign Items -None

10. Time of Delivery:

SIN 31-301 Broadloom - 60 days or sooner
SIN 31-303 Carpet Tile - 60 days or sooner
SIN 31-601 Recycled 12 & Tile - 60 days or sooner
Priority Shipment in 2 business days up to 750 sy
Express Shipment in 10 business days up to 1,500 sy

11. FOB Point:

All SIN(s) Destination, CONUS or Stateside Port

12. Order Address:

KYA Services LLC.
1522 Brookhollow Dr, Ste 3 Santa Ana, CA 92705
Phone: (714) 659-6476; Fax: (714) 586-5526

13. Payment Address:

KYA Services LLC.
1522 Brookhollow Drive, Ste 3 Santa Ana, CA 92705
Phone: (714) 659-6476 / Fax: (714) 586-5526

14. Warranty:

Tandus Warranties

16. Export Packing Charge: Not Applicable

17. Credit Card Terms same as basic contract

18. Maintenance: [KYA Maintenance](#)

19. Installation: [KYA Installation Instructions](#)

20. MSDS Sheets: [Tandus Technical Documents](#)

24. Inside Delivery: Quote per project.

24a. **California Proposition 65** - Based on recent changes to Prop 65, Tandus Centiva is positioning ethos® backing as the modular carpet construction of choice for sales within the State of California. Given that Tandus Centiva recycles for the entire floorcovering industry and accepts materials from outside sources, they cannot guarantee that materials listed on Prop 65 will not be present in the ER3® backing. Accordingly, after December 20, 2014 products with ER3® backing will no longer be available to GSA customers within California.

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Abrasive Action II	02578	GS	Ethos Tile	\$ 38.94	Platinum	***
301/601	Abrasive Action II	02578	M	Powerbond Cushion	\$ 34.63	Gold	Severe
301/601	Abrasive Action II	02578	GN	Powerbond Ethos Cushion	\$ 37.99	Platinum	Severe
303/601	Accentuate	04255	EX	ER3 Tile	\$ 24.99	Platinum	Severe
303/601	Accentuate	04255	EB	ER3 Tile RS	\$ 26.11	Platinum	Severe
303/601	Accentuate	04255	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Accentuate	04255	CF	Flexaire Tile	\$ 26.33	Gold	Severe
303/601	Accentuate	04255	CR	Flexaire Tile RS	\$ 27.45	Gold	Severe
301/601	Accentuate	04255	M	Powerbond Cushion	\$ 24.09	Gold	Heavy
301/601	Accentuate	04255	MR	Powerbond Cushion RS	\$ 25.21	Gold	Heavy
301/601	Accentuate	04255	GN	Powerbond Ethos Cushion	\$ 25.83	Platinum	Severe
301/601	Accentuate	04255	GR	Powerbond Ethos Cushion RS	\$ 26.95	Platinum	Severe
303/601	Aftermath II	03026	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Aftermath II	03026	EB	ER3 Tile RS	\$ 26.15	Platinum	Severe
303/601	Aftermath II	03026	GS	Ethos Tile	\$ 24.55	Platinum	Severe
303/601	Aftermath II	03026	CF	Flexaire Tile	\$ 25.67	Gold	Severe
303/601	Aftermath II	03026	CR	Flexaire Tile RS	\$ 26.79	Gold	Severe
301/601	Aftermath II	03026	M	Powerbond Cushion	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	MR	Powerbond Cushion RS	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	GN	Powerbond Ethos Cushion	\$ 25.00	Platinum	Severe
301/601	Aftermath II	03026	GR	Powerbond Ethos Cushion RS	\$ 26.12	Platinum	Severe
303/601	Alcove	04163	EX	ER3 Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	EB	ER3 Tile RS	\$ 28.70	Platinum	Severe
303/601	Alcove	04163	GS	Ethos Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	CF	Flexaire Tile	\$ 28.70	Gold	Severe
303/601	Alcove	04163	CR	Flexaire Tile RS	\$ 29.82	Gold	Severe
301/601	Alcove	04163	M	Powerbond Cushion	\$ 25.11	Gold	Severe
301/601	Alcove	04163	MR	Powerbond Cushion RS	\$ 26.23	Gold	Severe
301/601	Alcove	04163	GN	Powerbond Ethos Cushion	\$ 27.24	Platinum	Severe
301/601	Alcove	04163	GR	Powerbond Ethos Cushion RS	\$ 28.36	Platinum	Severe
303/601	All Star	02931	EX	ER3 Tile	\$ 23.53	Platinum	Severe
303/601	All Star	02931	EB	ER3 Tile RS	\$ 24.27	Platinum	Severe
303/601	All Star	02931	GS	Ethos Tile	\$ 23.15	Platinum	Heavy
303/601	All Star	02931	CF	Flexaire Tile	\$ 24.27	Gold	Severe
303/601	All Star	02931	CR	Flexaire Tile RS	\$ 25.39	Gold	Severe
301/601	All Star	02931	MR	Powerbond Cushion RS	\$ 19.05	Gold	Heavy
301/601	All Star	02931	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	All Star	02931	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Applause III	02803	EX	ER3 Tile	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	EB	ER3 Tile RS	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	GS	Ethos Tile	\$ 23.50	Platinum	Heavy
303/601	Applause III	02803	CF	Flexaire Tile	\$ 25.02	Gold	Severe
303/601	Applause III	02803	CR	Flexaire Tile RS	\$ 26.14	Gold	Severe
301/601	Applause III	02803	MR	Powerbond Cushion RS	\$ 24.13	Gold	Severe
301/601	Applause III	02803	GN	Powerbond Ethos Cushion	\$ 22.09	Platinum	Severe
301/601	Applause III	02803	GR	Powerbond Ethos Cushion RS	\$ 23.21	Platinum	Severe
301/601	Aragon	05164	M	Powerbond Cushion	\$ 25.73	Gold	Heavy
301/601	Aragon	05164	MR	Powerbond Cushion RS	\$ 26.86	Gold	Heavy
303/601	Arboretum	03899	EX	ER3 Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	EB	ER3 Tile RS	\$ 32.41	Platinum	Severe
303/601	Arboretum	03899	GS	Ethos Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	CF	Flexaire Tile	\$ 32.41	Gold	Severe
303/601	Arboretum	03899	CR	Flexaire Tile RS	\$ 33.53	Gold	Severe
301/601	Arboretum	03899	M	Powerbond Cushion	\$ 28.27	Gold	Severe
301/601	Arboretum	03899	MR	Powerbond Cushion RS	\$ 29.39	Gold	Severe
301/601	Arboretum	03899	GN	Powerbond Ethos Cushion	\$ 30.01	Platinum	Severe
301/601	Arboretum	03899	GR	Powerbond Ethos Cushion RS	\$ 31.13	Platinum	Severe
303/601	Arete	04336	EX	ER3 Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	EB	ER3 Tile RS	\$ 19.68	Platinum	Heavy
303/601	Arete	04336	GS	Ethos Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	CF	Flexaire Tile	\$ 19.68	Gold	Heavy
303/601	Arete	04336	CR	Flexaire Tile RS	\$ 21.04	Gold	Heavy
303/601	Artisan	03579	GS	Ethos Tile	\$ 38.54	Platinum	Severe
303/601	Atmosphere	03666	EX	ER3 Tile	\$ 28.08	Platinum	Severe
303/601	Atmosphere	03666	EB	ER3 Tile RS	\$ 29.20	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Atmosphere	03666	GS	Ethos Tile	\$ 29.29	Platinum	Severe
303/601	Atmosphere	03666	CF	Flexaire Tile	\$ 30.41	Gold	Severe
303/601	Atmosphere	03666	CR	Flexaire Tile RS	\$ 31.53	Gold	Severe
301/601	Atmosphere	03666	M	Powerbond Cushion	\$ 26.37	Gold	Severe
301/601	Atmosphere	03666	MR	Powerbond Cushion RS	\$ 27.49	Gold	Severe
301/601	Atmosphere	03666	GN	Powerbond Ethos Cushion	\$ 28.55	Platinum	Severe
301/601	Atmosphere	03666	GR	Powerbond Ethos Cushion RS	\$ 29.67	Platinum	Severe
303/601	Atoll	03333	EX	ER3 Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	EB	ER3 Tile RS	\$ 28.86	Platinum	Heavy
303/601	Atoll	03333	GS	Ethos Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	CF	Flexaire Tile	\$ 28.86	Gold	Severe
303/601	Atoll	03333	CR	Flexaire Tile RS	\$ 30.53	Gold	Severe
301/601	Atoll	03333	M	Powerbond Cushion	\$ 24.97	Gold	Severe
301/601	Atoll	03333	MR	Powerbond Cushion RS	\$ 26.09	Gold	Severe
301/601	Atoll	03333	GN	Powerbond Ethos Cushion	\$ 27.13	Platinum	Severe
301/601	Atoll	03333	GR	Powerbond Ethos Cushion RS	\$ 28.25	Platinum	Severe
303/601	Box Study	03295	EX	ER3 Tile	\$ 33.49	Platinum	Heavy
303/601	Box Study	03295	EB	ER3 Tile RS	\$ 34.61	Platinum	Heavy
303/601	Box Study	03295	GS	Ethos Tile	\$ 27.88	Platinum	Severe
303/601	Box Study	03295	CF	Flexaire Tile	\$ 29.00	Gold	Severe
303/601	Box Study	03295	CR	Flexaire Tile RS	\$ 30.12	Gold	Severe
301/601	Box Study	03295	M	Powerbond Cushion	\$ 29.59	Gold	Severe
301/601	Box Study	03295	MR	Powerbond Cushion RS	\$ 30.71	Gold	Severe
301/601	Box Study	03295	GN	Powerbond Ethos Cushion	\$ 26.90	Platinum	Severe
301/601	Box Study	03295	GR	Powerbond Ethos Cushion RS	\$ 28.02	Platinum	Severe
303/601	Calli	04162	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Calli	04162	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Calli	04162	GS	Ethos Tile	\$ 27.46	Platinum	Severe
303/601	Calli	04162	CF	Flexaire Tile	\$ 28.58	Gold	Severe
303/601	Calli	04162	CR	Flexaire Tile RS	\$ 28.02	Gold	Severe
301/601	Calli	04162	M	Powerbond Cushion	\$ 25.01	Gold	Severe
301/601	Calli	04162	MR	Powerbond Cushion RS	\$ 26.13	Gold	Severe
301/601	Calli	04162	GN	Powerbond Ethos Cushion	\$ 26.75	Platinum	Severe
301/601	Calli	04162	GR	Powerbond Ethos Cushion RS	\$ 27.87	Platinum	Severe
303/601	Canopy	04089	EX	ER3 Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	EB	ER3 Tile RS	\$ 32.35	Platinum	Severe
303/601	Canopy	04089	GS	Ethos Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	CF	Flexaire Tile	\$ 32.35	Gold	Severe
303/601	Canopy	04089	CR	Flexaire Tile RS	\$ 33.47	Gold	Severe
301/601	Canopy	04089	M	Powerbond Cushion	\$ 28.12	Gold	Severe
301/601	Canopy	04089	MR	Powerbond Cushion RS	\$ 29.24	Gold	Severe
301/601	Canopy	04089	GN	Powerbond Ethos Cushion	\$ 27.80	Platinum	Severe
301/601	Canopy	04089	GR	Powerbond Ethos Cushion RS	\$ 28.92	Platinum	Severe
303/601	Cerise	03988	EX	ER3 Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	EB	ER3 Tile RS	\$ 31.60	Platinum	Heavy
303/601	Cerise	03988	GS	Ethos Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	CF	Flexaire Tile	\$ 31.60	Gold	Severe
303/601	Cerise	03988	CR	Flexaire Tile RS	\$ 32.72	Gold	Severe
301/601	Cerise	03988	M	Powerbond Cushion	\$ 27.48	Gold	Severe
301/601	Cerise	03988	MR	Powerbond Cushion RS	\$ 28.60	Gold	Severe
301/601	Cerise	03988	GN	Powerbond Ethos Cushion	\$ 29.21	Platinum	Heavy
301/601	Cerise	03988	GR	Powerbond Ethos Cushion RS	\$ 30.33	Platinum	Heavy
303/601	Change II	03747	EX	ER3 Tile	\$ 27.81	Platinum	Severe
303/601	Change II	03747	EB	ER3 Tile RS	\$ 28.93	Platinum	Severe
303/601	Change II	03747	GS	Ethos Tile	\$ 23.98	Platinum	Heavy
303/601	Change II	03747	CF	Flexaire Tile	\$ 25.10	Gold	Severe
303/601	Change II	03747	CR	Flexaire Tile RS	\$ 26.22	Gold	Severe
301/601	Change II	03747	M	Powerbond Cushion	\$ 26.53	Gold	Severe
301/601	Change II	03747	MR	Powerbond Cushion RS	\$ 27.65	Gold	Severe
301/601	Change II	03747	GN	Powerbond Ethos Cushion	\$ 23.61	Platinum	Heavy
301/601	Change II	03747	GR	Powerbond Ethos Cushion RS	\$ 24.73	Platinum	Heavy
303/601	Circlet	02888	EX	ER3 Tile	\$ 26.47	Platinum	Severe
303/601	Circlet	02888	EB	ER3 Tile RS	\$ 27.24	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Circllet	02888	GS	Ethos Tile	\$ 26.47	Platinum	***
303/601	Circllet	02888	CF	Flexaire Tile	\$ 27.24	Gold	Severe
303/601	Circllet	02888	CR	Flexaire Tile RS	\$ 28.71	Gold	Severe
301/601	Circllet	02888	M	Powerbond Cushion	\$ 24.17	Gold	Severe
301/601	Circllet	02888	MR	Powerbond Cushion RS	\$ 24.91	Gold	Severe
301/601	Circllet	02888	GN	Powerbond Ethos Cushion	\$ 25.53	Platinum	Severe
301/601	Circllet	02888	GR	Powerbond Ethos Cushion RS	\$ 26.65	Platinum	Severe
303/601	City Walk	03974	EX	ER3 Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	EB	ER3 Tile RS	\$ 19.92	Platinum	Severe
303/601	City Walk	03974	GS	Ethos Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	CF	Flexaire Tile	\$ 19.92	Gold	Severe
303/601	City Walk	03974	CR	Flexaire Tile RS	\$ 21.04	Gold	Severe
303/601	Color Spectrum	03343	EX	ER3 Tile	\$ 26.58	Platinum	Severe
303/601	Color Spectrum	03343	EB	ER3 Tile RS	\$ 27.06	Platinum	Severe
303/601	Color Spectrum	03343	GS	Ethos Tile	\$ 23.28	Platinum	Severe
303/601	Color Spectrum	03343	CF	Flexaire Tile	\$ 25.00	Gold	Severe
303/601	Color Spectrum	03343	CR	Flexaire Tile RS	\$ 26.12	Gold	Severe
301/601	Color Spectrum	03343	M	Powerbond Cushion	\$ 20.63	Gold	Severe
301/601	Color Spectrum	03343	MR	Powerbond Cushion RS	\$ 21.53	Gold	Severe
301/601	Color Spectrum	03343	GN	Powerbond Ethos Cushion	\$ 22.60	Platinum	Severe
301/601	Color Spectrum	03343	GR	Powerbond Ethos Cushion RS	\$ 23.72	Platinum	Severe
303/601	Colored Pencil	02443	EX	ER3 Tile	\$ 23.88	Platinum	Severe
303/601	Colored Pencil	02443	EB	ER3 Tile RS	\$ 25.00	Platinum	Severe
303/601	Colored Pencil	02443	GS	Ethos Tile	\$ 25.15	Platinum	Severe
303/601	Colored Pencil	02443	CF	Flexaire Tile	\$ 27.67	Gold	Severe
303/601	Colored Pencil	02443	CR	Flexaire Tile RS	\$ 28.79	Gold	Severe
301/601	Colored Pencil	02443	GN	Powerbond Ethos Cushion	\$ 24.36	Platinum	Severe
301/601	Colored Pencil	02443	GR	Powerbond Ethos Cushion RS	\$ 25.48	Platinum	Severe
303/601	Consequence	03724	EX	ER3 Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	EB	ER3 Tile RS	\$ 30.85	Platinum	Severe
303/601	Consequence	03724	GS	Ethos Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	CF	Flexaire Tile	\$ 30.85	Gold	Heavy
303/601	Consequence	03724	CR	Flexaire Tile RS	\$ 31.97	Gold	Heavy
301/601	Consequence	03724	M	Powerbond Cushion	\$ 25.91	Gold	Severe
301/601	Consequence	03724	MR	Powerbond Cushion RS	\$ 27.03	Gold	Severe
301/601	Consequence	03724	GN	Powerbond Ethos Cushion	\$ 27.64	Platinum	Severe
301/601	Consequence	03724	GR	Powerbond Ethos Cushion RS	\$ 28.76	Platinum	Severe
303/601	Crayon	01957	EX	ER3 Tile	\$ 21.37	Platinum	Heavy
303/601	Crayon	01957	EB	ER3 Tile RS	\$ 22.49	Platinum	Heavy
303/601	Crayon	01957	GS	Ethos Tile	\$ 21.37	Platinum	Severe
303/601	Crayon	01957	CF	Flexaire Tile	\$ 22.49	Gold	Heavy
303/601	Crayon	01957	CR	Flexaire Tile RS	\$ 23.61	Gold	Heavy
301/601	Crayon	01957	M	Powerbond Cushion	\$ 20.28	Gold	Heavy
301/601	Crayon	01957	MR	Powerbond Cushion RS	\$ 21.40	Gold	Heavy
301/601	Crayon	01957	GN	Powerbond Ethos Cushion	\$ 22.02	Platinum	Severe
301/601	Crayon	01957	GR	Powerbond Ethos Cushion RS	\$ 23.14	Platinum	Severe
303/601	Cypher	04074	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Cypher	04074	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Cypher	04074	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Cypher	04074	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Cypher	04074	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Cypher	04074	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Cypher	04074	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	District	03500	EX	ER3 Tile	\$ 30.81	Platinum	Severe
303/601	District	03500	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	District	03500	GS	Ethos Tile	\$ 28.96	Platinum	Severe
303/601	District	03500	CF	Flexaire Tile	\$ 30.08	Gold	Severe
303/601	District	03500	CR	Flexaire Tile RS	\$ 31.20	Gold	Severe
301/601	District	03500	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	District	03500	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	District	03500	GN	Powerbond Ethos Cushion	\$ 28.52	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	District	03500	GR	Powerbond Ethos Cushion RS	\$ 29.64	Platinum	Severe
303/601	Divide	03863	EX	ER3 Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	EB	ER3 Tile RS	\$ 29.39	Platinum	Heavy
303/601	Divide	03863	GS	Ethos Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	CF	Flexaire Tile	\$ 29.39	Gold	Heavy
303/601	Divide	03863	CR	Flexaire Tile RS	\$ 30.51	Gold	Heavy
301/601	Divide	03863	M	Powerbond Cushion	\$ 24.64	Gold	Severe
301/601	Divide	03863	MR	Powerbond Cushion RS	\$ 25.76	Gold	Severe
301/601	Divide	03863	GN	Powerbond Ethos Cushion	\$ 26.38	Platinum	Heavy
301/601	Divide	03863	GR	Powerbond Ethos Cushion RS	\$ 27.50	Platinum	Heavy
303/601	DV8	04075	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	DV8	04075	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	DV8	04075	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	DV8	04075	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	DV8	04075	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
301/601	DV8	04075	M	Powerbond Cushion	\$ 23.57	Gold	Severe
301/601	DV8	04075	MR	Powerbond Cushion RS	\$ 24.69	Gold	Severe
301/601	DV8	04075	GN	Powerbond Ethos Cushion	\$ 24.94	Platinum	Severe
301/601	DV8	04075	GR	Powerbond Ethos Cushion RS	\$ 26.06	Platinum	Severe
303/601	Effervescent	03479	EX	ER3 Tile	\$ 32.86	Platinum	Severe
303/601	Effervescent	03479	EB	ER3 Tile RS	\$ 33.98	Platinum	Severe
303/601	Effervescent	03479	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Effervescent	03479	CF	Flexaire Tile	\$ 29.30	Gold	Severe
303/601	Effervescent	03479	CR	Flexaire Tile RS	\$ 30.42	Gold	Severe
301/601	Effervescent	03479	M	Powerbond Cushion	\$ 31.07	Gold	Severe
301/601	Effervescent	03479	MR	Powerbond Cushion RS	\$ 32.19	Gold	Severe
301/601	Effervescent	03479	GN	Powerbond Ethos Cushion	\$ 27.42	Platinum	Severe
301/601	Effervescent	03479	GR	Powerbond Ethos Cushion RS	\$ 28.54	Platinum	Severe
303/601	Embossed Flannel	03146	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Embossed Flannel	03146	GS	Ethos Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Embossed Flannel	03146	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
303/601	Emphasize	04252	EX	ER3 Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	EB	ER3 Tile RS	\$ 26.33	Platinum	Heavy
303/601	Emphasize	04252	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	CF	Flexaire Tile	\$ 26.33	Gold	Heavy
303/601	Emphasize	04252	CR	Flexaire Tile RS	\$ 27.45	Gold	Heavy
303/601	Endhara II	02591	EX	ER3 Tile	\$ 34.04	Platinum	Severe
303/601	Endhara II	02591	EB	ER3 Tile RS	\$ 35.16	Platinum	Severe
303/601	Endhara II	02591	GS	Ethos Tile	\$ 31.57	Platinum	Severe
303/601	Endhara II	02591	CF	Flexaire Tile	\$ 32.69	Gold	Severe
303/601	Endhara II	02591	CR	Flexaire Tile RS	\$ 33.81	Gold	Severe
303/601	Ensemble	03672	EX	ER3 Tile	\$ 31.84	Platinum	Severe
303/601	Ensemble	03672	EB	ER3 Tile RS	\$ 32.96	Platinum	Severe
303/601	Ensemble	03672	GS	Ethos Tile	\$ 31.84	Platinum	Heavy
303/601	Ensemble	03672	CF	Flexaire Tile	\$ 32.96	Gold	Heavy
303/601	Ensemble	03672	CR	Flexaire Tile RS	\$ 34.08	Gold	Heavy
301/601	Ensemble	03672	M	Powerbond Cushion	\$ 28.23	Gold	Severe
301/601	Ensemble	03672	MR	Powerbond Cushion RS	\$ 29.35	Gold	Severe
301/601	Ensemble	03672	GN	Powerbond Ethos Cushion	\$ 29.96	Platinum	Heavy
301/601	Ensemble	03672	GR	Powerbond Ethos Cushion RS	\$ 31.08	Platinum	Heavy
303/601	Esparto	04119	EX	ER3 Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	EB	ER3 Tile RS	\$ 27.23	Platinum	Severe
303/601	Esparto	04119	GS	Ethos Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	CF	Flexaire Tile	\$ 27.23	Gold	Severe
303/601	Esparto	04119	CR	Flexaire Tile RS	\$ 28.35	Gold	Severe
301/601	Esparto	04119	M	Powerbond Cushion	\$ 23.84	Gold	Severe
301/601	Esparto	04119	MR	Powerbond Cushion RS	\$ 24.96	Gold	Severe
301/601	Esparto	04119	GN	Powerbond Ethos Cushion	\$ 25.57	Platinum	Severe
301/601	Esparto	04119	GR	Powerbond Ethos Cushion RS	\$ 26.69	Platinum	Severe
303/601	Expedition	05187	EX	ER3 Tile	\$ 27.20	Platinum	Severe
303/601	Expedition	05187	EB	ER3 Tile RS	\$ 28.32	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Expedition	05187	GS	Ethos Tile	\$ 27.20	Platinum	Heavy
303/601	Expedition	05187	CF	Flexaire Tile	\$ 28.32	Gold	Heavy
303/601	Expedition	05187	CR	Flexaire Tile RS	\$ 29.44	Gold	Heavy
301/601	Expedition	05187	M	Powerbond Cushion	\$ 25.34	Gold	Severe
301/601	Expedition	05187	MR	Powerbond Cushion RS	\$ 26.46	Gold	Severe
301/601	Expedition	05187	GN	Powerbond Ethos Cushion	\$ 27.07	Platinum	Heavy
301/601	Expedition	05187	GR	Powerbond Ethos Cushion RS	\$ 28.19	Platinum	Heavy
303/601	Explorer	05175	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Explorer	05175	EB	ER3 Tile RS	\$ 26.53	Platinum	Severe
303/601	Explorer	05175	GS	Ethos Tile	\$ 22.42	Platinum	Heavy
303/601	Explorer	05175	CF	Flexaire Tile	\$ 23.66	Gold	***
303/601	Explorer	05175	CR	Flexaire Tile RS	\$ 24.78	Gold	***
301/601	Explorer	05175	M	Powerbond Cushion	\$ 19.90	Gold	Severe
301/601	Explorer	05175	MR	Powerbond Cushion RS	\$ 21.02	Gold	Severe
301/601	Explorer	05175	GN	Powerbond Ethos Cushion	\$ 20.86	Platinum	Severe
301/601	Explorer	05175	GR	Powerbond Ethos Cushion RS	\$ 21.98	Platinum	Severe
303/601	Factory Floor II	03746	EX	ER3 Tile	\$ 22.89	Platinum	Heavy
303/601	Factory Floor II	03746	EB	ER3 Tile RS	\$ 24.01	Platinum	Heavy
303/601	Factory Floor II	03746	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Factory Floor II	03746	CF	Flexaire Tile	\$ 23.31	Gold	Severe
303/601	Factory Floor II	03746	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
303/601	Field Day	03377	EX	ER3 Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	EB	ER3 Tile RS	\$ 22.55	Platinum	Heavy
303/601	Field Day	03377	GS	Ethos Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	CF	Flexaire Tile	\$ 22.55	Gold	Severe
303/601	Field Day	03377	CR	Flexaire Tile RS	\$ 23.67	Gold	Severe
301/601	Field Day	03377	M	Powerbond Cushion	\$ 19.70	Gold	Severe
301/601	Field Day	03377	MR	Powerbond Cushion RS	\$ 20.82	Gold	Severe
301/601	Field Day	03377	GN	Powerbond Ethos Cushion	\$ 21.44	Platinum	Heavy
301/601	Field Day	03377	GR	Powerbond Ethos Cushion RS	\$ 22.56	Platinum	Heavy
303/601	Forward Motion	03853	EX	ER3 Tile	\$ 20.74	Platinum	Heavy
303/601	Forward Motion	03853	EB	ER3 Tile RS	\$ 21.86	Platinum	Heavy
303/601	Forward Motion	03853	GS	Ethos Tile	\$ 20.74	Platinum	Severe
303/601	Forward Motion	03853	CF	Flexaire Tile	\$ 21.86	Gold	Severe
303/601	Forward Motion	03853	CR	Flexaire Tile RS	\$ 22.98	Gold	Severe
301/601	Forward Motion	03853	M	Powerbond Cushion	\$ 19.09	Gold	Severe
301/601	Forward Motion	03853	MR	Powerbond Cushion RS	\$ 20.21	Gold	Severe
301/601	Forward Motion	03853	GN	Powerbond Ethos Cushion	\$ 20.82	Platinum	Heavy
301/601	Forward Motion	03853	GR	Powerbond Ethos Cushion RS	\$ 21.94	Platinum	Heavy
303/601	Garrison	04389	EX	ER3 Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	EB	ER3 Tile RS	\$ 25.04	Platinum	Heavy
303/601	Garrison	04389	GS	Ethos Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	CF	Flexaire Tile	\$ 25.04	Gold	Heavy
303/601	Garrison	04389	CR	Flexaire Tile RS	\$ 26.16	Gold	Heavy
301/601	Garrison	04389	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Garrison	04389	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Garrison	04389	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Heavy
301/601	Garrison	04389	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Heavy
303/601	Glacial Striae	04370	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Glacial Striae	04370	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Glacial Striae	04370	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Gram Forte	03848	EX	ER3 Tile	\$ 28.28	Platinum	Severe
303/601	Gram Forte	03848	EB	ER3 Tile RS	\$ 29.40	Platinum	Severe
303/601	Gram Forte	03848	GS	Ethos Tile	\$ 28.28	Platinum	Severe
303/601	Gram Forte	03848	CF	Flexaire Tile	\$ 29.40	Gold	Severe
303/601	Gram Forte	03848	CR	Flexaire Tile RS	\$ 30.52	Gold	Severe
303/601	Grid Overlay II	02969	EX	ER3 Tile	\$ 24.20	Platinum	Severe
303/601	Grid Overlay II	02969	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Grid Overlay II	02969	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Grid Overlay II	02969	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Grid Overlay II	02969	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	Grid Overlay II	02969	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Grid Overlay II	02969	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Grid Overlay II	02969	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Severe
301/601	Grid Overlay II	02969	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Severe
303/601	Haiku II	02127	EX	ER3 Tile	\$ 26.20	Platinum	Severe
303/601	Haiku II	02127	EB	ER3 Tile RS	\$ 27.32	Platinum	Severe
303/601	Haiku II	02127	GS	Ethos Tile	\$ 26.20	Platinum	Heavy
303/601	Haiku II	02127	CF	Flexaire Tile	\$ 27.32	Gold	Heavy
303/601	Haiku II	02127	CR	Flexaire Tile RS	\$ 28.44	Gold	Heavy
303/601	Halftone	04313	EX	ER3 Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	EB	ER3 Tile RS	\$ 28.36	Platinum	Severe
303/601	Halftone	04313	GS	Ethos Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	CF	Flexaire Tile	\$ 28.36	Gold	Severe
303/601	Halftone	04313	CR	Flexaire Tile RS	\$ 29.48	Gold	Severe
301/601	Halftone	04313	M	Powerbond Cushion	\$ 24.61	Gold	Severe
301/601	Halftone	04313	MR	Powerbond Cushion RS	\$ 25.73	Gold	Severe
301/601	Halftone	04313	GN	Powerbond Ethos Cushion	\$ 26.34	Platinum	Severe
301/601	Halftone	04313	GR	Powerbond Ethos Cushion RS	\$ 27.46	Platinum	Severe
303/601	Haphazard II	03366	EX	ER3 Tile	\$ 26.22	Platinum	Severe
303/601	Haphazard II	03366	EB	ER3 Tile RS	\$ 27.34	Platinum	Severe
303/601	Haphazard II	03366	GS	Ethos Tile	\$ 23.20	Platinum	***
303/601	Haphazard II	03366	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Haphazard II	03366	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Haphazard II	03366	M	Powerbond Cushion	\$ 22.08	Gold	Severe
301/601	Haphazard II	03366	MR	Powerbond Cushion RS	\$ 23.20	Gold	Severe
301/601	Haphazard II	03366	GN	Powerbond Ethos Cushion	\$ 23.81	Platinum	Severe
301/601	Haphazard II	03366	GR	Powerbond Ethos Cushion RS	\$ 24.93	Platinum	Severe
303/601	Haywire	04364	EX	ER3 Tile	\$ 27.79	Platinum	Severe
303/601	Haywire	04364	EB	ER3 Tile RS	\$ 28.91	Platinum	Severe
303/601	Haywire	04364	GS	Ethos Tile	\$ 26.67	Platinum	Severe
303/601	Haywire	04364	CF	Flexaire Tile	\$ 28.91	Gold	Severe
303/601	Haywire	04364	CR	Flexaire Tile RS	\$ 30.03	Gold	Severe
303/601	Helena	03867	EX	ER3 Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	EB	ER3 Tile RS	\$ 30.17	Platinum	Severe
303/601	Helena	03867	GS	Ethos Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	CF	Flexaire Tile	\$ 30.17	Gold	Severe
303/601	Helena	03867	CR	Flexaire Tile RS	\$ 31.29	Gold	Severe
301/601	Helena	03867	M	Powerbond Cushion	\$ 25.75	Gold	Severe
301/601	Helena	03867	MR	Powerbond Cushion RS	\$ 26.87	Gold	Severe
301/601	Helena	03867	GN	Powerbond Ethos Cushion	\$ 27.49	Platinum	Severe
301/601	Helena	03867	GR	Powerbond Ethos Cushion RS	\$ 28.61	Platinum	Severe
303/601	Infinity	05849	EX	ER3 Tile	\$ 24.94	Platinum	Severe
303/601	Infinity	05849	EB	ER3 Tile RS	\$ 26.06	Platinum	Severe
303/601	Infinity	05849	GS	Ethos Tile	\$ 24.94	Platinum	Heavy
303/601	Infinity	05849	CF	Flexaire Tile	\$ 26.06	Gold	Severe
303/601	Infinity	05849	CR	Flexaire Tile RS	\$ 27.18	Gold	Severe
301/601	Infinity	05849	M	Powerbond Cushion	\$ 21.86	Gold	Severe
301/601	Infinity	05849	MR	Powerbond Cushion RS	\$ 21.86	Gold	Severe
301/601	Infinity	05849	GN	Powerbond Ethos Cushion	\$ 24.72	Platinum	Severe
301/601	Infinity	05849	GR	Powerbond Ethos Cushion RS	\$ 24.72	Platinum	Severe
303/601	Inline	04122	EX	ER3 Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	EB	ER3 Tile RS	\$ 19.68	Platinum	Severe
303/601	Inline	04122	GS	Ethos Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	CF	Flexaire Tile	\$ 19.68	Gold	Severe
303/601	Inline	04122	CR	Flexaire Tile RS	\$ 20.80	Gold	Severe
303/601	Interchange	04051	EX	ER3 Tile	\$ 18.04	Platinum	Severe
303/601	Interchange	04051	EB	ER3 Tile RS	\$ 19.16	Platinum	Severe
303/601	Interchange	04051	GS	Ethos Tile	\$ 18.04	Platinum	Heavy
303/601	Interchange	04051	CF	Flexaire Tile	\$ 19.16	Gold	Severe
303/601	Interchange	04051	CR	Flexaire Tile RS	\$ 20.28	Gold	Severe
303/601	Intersection	01880	EX	ER3 Tile	\$ 28.46	Platinum	Severe
303/601	Intersection	01880	EB	ER3 Tile RS	\$ 29.58	Platinum	Severe
303/601	Intersection	01880	GS	Ethos Tile	\$ 25.86	Platinum	***

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Intersection	01880	CF	Flexaire Tile	\$ 26.98	Gold	Severe
303/601	Intersection	01880	CR	Flexaire Tile RS	\$ 28.10	Gold	Severe
301/601	Intersection	01880	M	Powerbond Cushion	\$ 25.02	Gold	Severe
301/601	Intersection	01880	MR	Powerbond Cushion RS	\$ 26.14	Gold	Severe
301/601	Intersection	01880	GN	Powerbond Ethos Cushion	\$ 26.76	Platinum	Heavy
303/601	Jackson	04334	EX	ER3 Tile	\$ 25.39	Platinum	Heavy
303/601	Jackson	04334	EB	ER3 Tile RS	\$ 26.51	Platinum	Heavy
303/601	Jackson	04334	GS	Ethos Tile	\$ 25.39	Platinum	Severe
303/601	Jackson	04334	CF	Flexaire Tile	\$ 26.51	Gold	Heavy
303/601	Jackson	04334	CR	Flexaire Tile RS	\$ 27.63	Gold	Heavy
301/601	Jackson	04334	M	Powerbond Cushion	\$ 22.84	Gold	Severe
301/601	Jackson	04334	MR	Powerbond Cushion RS	\$ 23.96	Gold	Severe
301/601	Jackson	04334	GN	Powerbond Ethos Cushion	\$ 24.57	Platinum	Heavy
301/601	Jackson	04334	GR	Powerbond Ethos Cushion RS	\$ 25.69	Platinum	Heavy
303/601	Jasper	04078	EX	ER3 Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	EB	ER3 Tile RS	\$ 28.79	Platinum	Severe
303/601	Jasper	04078	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	CF	Flexaire Tile	\$ 28.79	Gold	Severe
303/601	Jasper	04078	CR	Flexaire Tile RS	\$ 29.91	Gold	Severe
301/601	Jasper	04078	M	Powerbond Cushion	\$ 25.16	Gold	Severe
301/601	Jasper	04078	MR	Powerbond Cushion RS	\$ 26.28	Gold	Severe
301/601	Jasper	04078	GN	Powerbond Ethos Cushion	\$ 26.89	Platinum	Severe
301/601	Jasper	04078	GR	Powerbond Ethos Cushion RS	\$ 28.01	Platinum	Severe
303/601	Landform Colours	04072	EX	ER3 Tile	\$ 25.72	Platinum	Heavy
303/601	Landform Colours	04072	EB	ER3 Tile RS	\$ 26.84	Platinum	Heavy
303/601	Landform Colours	04072	GS	Ethos Tile	\$ 25.72	Platinum	Severe
303/601	Landform Colours	04072	CF	Flexaire Tile	\$ 26.84	Gold	Severe
303/601	Landform Colours	04072	CR	Flexaire Tile RS	\$ 27.96	Gold	Severe
303/601	Landscape Colours	03223	EX	ER3 Tile	\$ 37.72	Platinum	Heavy
303/601	Landscape Colours	03223	EB	ER3 Tile RS	\$ 38.84	Platinum	Heavy
303/601	Landscape Colours	03223	CF	Flexaire Tile	\$ 38.84	Gold	Severe
303/601	Landscape Colours	03223	CR	Flexaire Tile RS	\$ 39.96	Gold	Severe
301/601	Landscape Colours	03223	M	Powerbond Cushion	\$ 35.20	Gold	Severe
301/601	Landscape Colours	03223	MR	Powerbond Cushion RS	\$ 36.32	Gold	Severe
301/601	Landscape Colours	03223	GN	Powerbond Ethos Cushion	\$ 36.94	Platinum	Severe
301/601	Landscape Colours	03223	GR	Powerbond Ethos Cushion RS	\$ 38.06	Platinum	Severe
303/601	Liana	04164	EX	ER3 Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	EB	ER3 Tile RS	\$ 29.12	Platinum	Severe
303/601	Liana	04164	GS	Ethos Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	CF	Flexaire Tile	\$ 29.12	Gold	Severe
303/601	Liana	04164	CR	Flexaire Tile RS	\$ 30.24	Gold	Severe
301/601	Liana	04164	M	Powerbond Cushion	\$ 25.56	Gold	Severe
301/601	Liana	04164	MR	Powerbond Cushion RS	\$ 26.68	Gold	Severe
301/601	Liana	04164	GN	Powerbond Ethos Cushion	\$ 27.30	Platinum	Severe
301/601	Liana	04164	GR	Powerbond Ethos Cushion RS	\$ 28.42	Platinum	Severe
303/601	Llano Firma II	02667	EX	ER3 Tile	\$ 60.26	Platinum	Heavy
303/601	Llano Firma II	02667	EB	ER3 Tile RS	\$ 61.38	Platinum	Heavy
303/601	Llano Firma II	02667	GS	Ethos Tile	\$ 58.02	Platinum	Severe
303/601	Llano Firma II	02667	CF	Flexaire Tile	\$ 59.14	Gold	Heavy
303/601	Llano Firma II	02667	CR	Flexaire Tile RS	\$ 60.26	Gold	Heavy
303/601	Locale II	03757	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Locale II	03757	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Locale II	03757	GS	Ethos Tile	\$ 28.74	Platinum	Severe
303/601	Locale II	03757	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Locale II	03757	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
301/601	Locale II	03757	M	Powerbond Cushion	\$ 27.11	Gold	Severe
301/601	Locale II	03757	MR	Powerbond Cushion RS	\$ 28.23	Gold	Severe
301/601	Locale II	03757	GN	Powerbond Ethos Cushion	\$ 28.84	Platinum	Severe
301/601	Locale II	03757	GR	Powerbond Ethos Cushion RS	\$ 28.84	Platinum	Severe
303/601	Longitude	04318	EX	ER3 Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	EB	ER3 Tile RS	\$ 23.31	Platinum	Heavy
303/601	Longitude	04318	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	CF	Flexaire Tile	\$ 23.31	Gold	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Longitude	04318	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
301/601	Longitude	04318	M	Powerbond Cushion	\$ 21.07	Gold	Heavy
301/601	Longitude	04318	MR	Powerbond Cushion RS	\$ 22.19	Gold	Heavy
301/601	Longitude	04318	GN	Powerbond Ethos Cushion	\$ 22.80	Platinum	Heavy
301/601	Longitude	04318	GR	Powerbond Ethos Cushion RS	\$ 23.92	Platinum	Heavy
303/601	Lumen	04087	GS	Ethos Tile	\$ 32.65	Platinum	Heavy
303/601	Manufactured Landscapes	03136	EX	ER3 Tile	\$ 37.11	Platinum	Severe
303/601	Manufactured Landscapes	03136	EB	ER3 Tile RS	\$ 38.23	Platinum	Severe
303/601	Manufactured Landscapes	03136	CF	Flexaire Tile	\$ 38.23	Gold	Severe
303/601	Manufactured Landscapes	03136	CR	Flexaire Tile RS	\$ 39.35	Gold	Severe
301/601	Manufactured Landscapes	03136	M	Powerbond Cushion	\$ 34.68	Gold	Severe
301/601	Manufactured Landscapes	03136	MR	Powerbond Cushion RS	\$ 35.80	Gold	Severe
301/601	Manufactured Landscapes	03136	GN	Powerbond Ethos Cushion	\$ 36.41	Platinum	Severe
301/601	Manufactured Landscapes	03136	GR	Powerbond Ethos Cushion RS	\$ 37.53	Platinum	Severe
303/601	Merge	03550	EX	ER3 Tile	\$ 18.82	Platinum	Severe
303/601	Merge	03550	EB	ER3 Tile RS	\$ 20.49	Platinum	Severe
303/601	Merge	03550	GS	Ethos Tile	\$ 18.82	Platinum	Heavy
303/601	Merge	03550	CF	Flexaire Tile	\$ 20.49	Gold	Severe
303/601	Merge	03550	CR	Flexaire Tile RS	\$ 21.61	Gold	Severe
303/601	Meristem	03310	EX	ER3 Tile	\$ 26.65	Platinum	Heavy
303/601	Meristem	03310	EB	ER3 Tile RS	\$ 27.77	Platinum	Heavy
303/601	Meristem	03310	GS	Ethos Tile	\$ 27.77	Platinum	Severe
303/601	Meristem	03310	CF	Flexaire Tile	\$ 27.77	Gold	Severe
303/601	Meristem	03310	CR	Flexaire Tile RS	\$ 28.89	Gold	Severe
301/601	Meristem	03310	M	Powerbond Cushion	\$ 24.43	Gold	Heavy
301/601	Meristem	03310	MR	Powerbond Cushion RS	\$ 25.55	Gold	Heavy
301/601	Meristem	03310	GN	Powerbond Ethos Cushion	\$ 27.28	Platinum	Heavy
301/601	Meristem	03310	GR	Powerbond Ethos Cushion RS	\$ 28.40	Platinum	Heavy
303/601	Monologue	03671	EX	ER3 Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	EB	ER3 Tile RS	\$ 29.58	Platinum	Heavy
303/601	Monologue	03671	GS	Ethos Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	CF	Flexaire Tile	\$ 29.58	Gold	Heavy
303/601	Monologue	03671	CR	Flexaire Tile RS	\$ 30.70	Gold	Heavy
301/601	Monologue	03671	M	Powerbond Cushion	\$ 25.06	Gold	Severe
301/601	Monologue	03671	MR	Powerbond Cushion RS	\$ 26.18	Gold	Severe
301/601	Monologue	03671	GN	Powerbond Ethos Cushion	\$ 26.79	Platinum	Heavy
301/601	Monologue	03671	GR	Powerbond Ethos Cushion RS	\$ 27.91	Platinum	Heavy
303/601	Monumento	03588	EX	ER3 Tile	\$ 28.74	Platinum	Heavy
303/601	Monumento	03588	EB	ER3 Tile RS	\$ 29.86	Platinum	Heavy
303/601	Monumento	03588	GS	Ethos Tile	\$ 28.36	Platinum	Heavy
303/601	Monumento	03588	CF	Flexaire Tile	\$ 29.86	Gold	Severe
303/601	Monumento	03588	CR	Flexaire Tile RS	\$ 30.98	Gold	Severe
301/601	Monumento	03588	M	Powerbond Cushion	\$ 25.54	Gold	Severe
301/601	Monumento	03588	MR	Powerbond Cushion RS	\$ 26.66	Gold	Severe
301/601	Monumento	03588	GN	Powerbond Ethos Cushion	\$ 26.15	Platinum	Heavy
301/601	Monumento	03588	GR	Powerbond Ethos Cushion RS	\$ 26.68	Platinum	Heavy
303/601	Nonconform II	03748	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	Nonconform II	03748	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	Nonconform II	03748	GS	Ethos Tile	\$ 25.31	Platinum	Heavy
301/601	Nonconform II	03748	M	Powerbond Cushion	\$ 23.57	Gold	Heavy
301/601	Nonconform II	03748	MR	Powerbond Cushion RS	\$ 24.69	Gold	Heavy
301/601	Nonconform II	03748	GN	Powerbond Ethos Cushion	\$ 25.30	Platinum	Heavy
301/601	Nonconform II	03748	GR	Powerbond Ethos Cushion RS	\$ 26.42	Platinum	Heavy
303/601	Nonconform II	03748	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	Nonconform II	03748	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
303/601	Overlay Accent	02977	EX	ER3 Tile	\$ 24.14	Platinum	Heavy
303/601	Overlay Accent	02977	EB	ER3 Tile RS	\$ 25.26	Platinum	Heavy
303/601	Overlay Accent	02977	GS	Ethos Tile	\$ 23.79	Platinum	Heavy
303/601	Overlay Accent	02977	CF	Flexaire Tile	\$ 25.26	Gold	Severe
303/601	Overlay Accent	02977	CR	Flexaire Tile RS	\$ 26.38	Gold	Severe
303/601	Paradigm	04316	EX	ER3 Tile	\$ 23.20	Platinum	Heavy
303/601	Paradigm	04316	EB	ER3 Tile RS	\$ 24.32	Platinum	Heavy
303/601	Paradigm	04316	GS	Ethos Tile	\$ 23.20	Platinum	Heavy

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Paradigm	04316	CF	Flexaire Tile	\$ 25.44	Gold	Severe
303/601	Paradigm	04316	CR	Flexaire Tile RS	\$ 26.56	Gold	Severe
301/601	Paradigm	04316	M	Powerbond Cushion	\$ 22.08	Gold	Heavy
301/601	Paradigm	04316	MR	Powerbond Cushion RS	\$ 23.20	Gold	Heavy
301/601	Paradigm	04316	GN	Powerbond Ethos Cushion	\$ 23.31	Platinum	Severe
301/601	Paradigm	04316	GR	Powerbond Ethos Cushion RS	\$ 24.43	Platinum	Severe
303/601	Passport	03352	EX	ER3 Tile	\$ 23.24	Platinum	Severe
303/601	Passport	03352	EB	ER3 Tile RS	\$ 24.36	Platinum	Severe
303/601	Passport	03352	GS	Ethos Tile	\$ 21.56	Platinum	Heavy
303/601	Passport	03352	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Passport	03352	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
303/601	Pietra	03101	EX	ER3 Tile	\$ 30.69	Platinum	Severe
303/601	Pietra	03101	EB	ER3 Tile RS	\$ 31.81	Platinum	Severe
303/601	Pietra	03101	GS	Ethos Tile	\$ 30.69	Platinum	Heavy
303/601	Pietra	03101	CF	Flexaire Tile	\$ 31.81	Gold	Severe
303/601	Pietra	03101	CR	Flexaire Tile RS	\$ 32.93	Gold	Severe
303/601	Pirouette	03669	EX	ER3 Tile	\$ 30.03	Platinum	Severe
303/601	Pirouette	03669	EB	ER3 Tile RS	\$ 31.15	Platinum	Severe
303/601	Pirouette	03669	GS	Ethos Tile	\$ 30.03	Platinum	Heavy
303/601	Pirouette	03669	CF	Flexaire Tile	\$ 31.15	Gold	Severe
303/601	Pirouette	03669	CR	Flexaire Tile RS	\$ 32.27	Gold	Severe
301/601	Pirouette	03669	M	Powerbond Cushion	\$ 27.28	Gold	Severe
301/601	Pirouette	03669	MR	Powerbond Cushion RS	\$ 28.40	Gold	Severe
301/601	Pirouette	03669	GN	Powerbond Ethos Cushion	\$ 29.02	Platinum	Heavy
301/601	Pirouette	03669	GR	Powerbond Ethos Cushion RS	\$ 30.14	Platinum	Heavy
303/601	Plexus Accents II	05112	EX	ER3 Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	EB	ER3 Tile RS	\$ 39.53	Platinum	***
303/601	Plexus Accents II	05112	GS	Ethos Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	CF	Flexaire Tile	\$ 39.53	Gold	***
303/601	Plexus Accents II	05112	CR	Flexaire Tile RS	\$ 40.65	Gold	***
303/601	Plexus Colour IV	02875	EX	ER3 Tile	\$ 27.36	Platinum	Severe
303/601	Plexus Colour IV	02875	EB	ER3 Tile RS	\$ 28.48	Platinum	Severe
303/601	Plexus Colour IV	02875	GS	Ethos Tile	\$ 26.62	Platinum	Severe
303/601	Plexus Colour IV	02875	CF	Flexaire Tile	\$ 27.91	Gold	Severe
303/601	Plexus Colour IV	02875	CR	Flexaire Tile RS	\$ 29.03	Gold	Severe
301/601	Plexus Colour IV	02875	M	Powerbond Cushion	\$ 23.60	Gold	Severe
301/601	Plexus Colour IV	02875	MR	Powerbond Cushion RS	\$ 24.72	Gold	Severe
301/601	Plexus Colour IV	02875	GN	Powerbond Ethos Cushion	\$ 25.75	Platinum	Severe
301/601	Plexus Colour IV	02875	GR	Powerbond Ethos Cushion RS	\$ 26.87	Platinum	Severe
301/601	Poise	03670	M	Powerbond Cushion	\$ 24.83	Gold	Severe
301/601	Poise	03670	MR	Powerbond Cushion RS	\$ 25.95	Gold	Severe
301/601	Poise	03670	GN	Powerbond Ethos Cushion	\$ 26.57	Platinum	Severe
301/601	Poise	03670	GR	Powerbond Ethos Cushion RS	\$ 27.69	Platinum	Severe
303/601	Prism	03713	EX	ER3 Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	EB	ER3 Tile RS	\$ 29.63	Platinum	Heavy
303/601	Prism	03713	GS	Ethos Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	CF	Flexaire Tile	\$ 29.63	Gold	Heavy
303/601	Prism	03713	CR	Flexaire Tile RS	\$ 30.75	Gold	Heavy
301/601	Prism	03713	M	Powerbond Cushion	\$ 26.53	Gold	Heavy
301/601	Prism	03713	MR	Powerbond Cushion RS	\$ 27.65	Gold	Heavy
301/601	Prism	03713	GN	Powerbond Ethos Cushion	\$ 28.27	Platinum	Heavy
301/601	Prism	03713	GR	Powerbond Ethos Cushion RS	\$ 29.39	Platinum	Heavy
303/601	Punctuate	04251	EX	ER3 Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Punctuate	04251	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Punctuate	04251	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Punctuate	04251	M	Powerbond Cushion	\$ 23.08	Gold	Severe
301/601	Punctuate	04251	MR	Powerbond Cushion RS	\$ 24.20	Gold	Severe
301/601	Punctuate	04251	GN	Powerbond Ethos Cushion	\$ 24.82	Platinum	Heavy
301/601	Punctuate	04251	GR	Powerbond Ethos Cushion RS	\$ 25.94	Platinum	Heavy
303/601	Radiant	04085	GS	Ethos Tile	\$ 32.28	Platinum	Severe
303/601	Ratio	03589	EX	ER3 Tile	\$ 29.87	Platinum	Heavy

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Ratio	03589	EB	ER3 Tile RS	\$ 30.99	Platinum	Heavy
303/601	Ratio	03589	GS	Ethos Tile	\$ 29.09	Platinum	Severe
303/601	Ratio	03589	CF	Flexaire Tile	\$ 30.60	Gold	Heavy
303/601	Ratio	03589	CR	Flexaire Tile RS	\$ 31.72	Gold	Heavy
301/601	Ratio	03589	M	Powerbond Cushion	\$ 22.74	Gold	Heavy
301/601	Ratio	03589	MR	Powerbond Cushion RS	\$ 24.50	Gold	Heavy
301/601	Ratio	03589	GN	Powerbond Ethos Cushion	\$ 24.60	Platinum	Heavy
301/601	Ratio	03589	GR	Powerbond Ethos Cushion RS	\$ 25.72	Platinum	Heavy
301/601	River's Edge	03936	M	Powerbond Cushion	\$ 25.63	Gold	Severe
301/601	River's Edge	03936	MR	Powerbond Cushion RS	\$ 26.75	Gold	Severe
301/601	River's Edge	03936	GN	Powerbond Ethos Cushion	\$ 27.36	Platinum	Severe
301/601	River's Edge	03936	GR	Powerbond Ethos Cushion RS	\$ 28.48	Platinum	Severe
303/601	Rock Solid	04321	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Rock Solid	04321	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rock Solid	04321	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Rousette	04121	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Rousette	04121	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Rousette	04121	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rousette	04121	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rousette	04121	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Runaway II	03164	EX	ER3 Tile	\$ 24.87	Platinum	Severe
303/601	Runaway II	03164	EB	ER3 Tile RS	\$ 25.99	Platinum	Severe
303/601	Runaway II	03164	GS	Ethos Tile	\$ 25.99	Platinum	Heavy
303/601	Runaway II	03164	CF	Flexaire Tile	\$ 27.11	Gold	Severe
303/601	Runaway II	03164	CR	Flexaire Tile RS	\$ 28.23	Gold	Severe
301/601	Runaway II	03164	M	Powerbond Cushion	\$ 23.06	Gold	Severe
301/601	Runaway II	03164	MR	Powerbond Cushion RS	\$ 24.18	Gold	Severe
301/601	Runaway II	03164	GN	Powerbond Ethos Cushion	\$ 24.80	Platinum	Severe
301/601	Runaway II	03164	GR	Powerbond Ethos Cushion RS	\$ 25.92	Platinum	Severe
303/601	Sail Away	01433	EX	ER3 Tile	\$ 19.64	Platinum	Severe
303/601	Sail Away	01433	EB	ER3 Tile RS	\$ 20.61	Platinum	Severe
303/601	Sail Away	01433	GS	Ethos Tile	\$ 23.77	Platinum	Heavy
303/601	Sail Away	01433	CF	Flexaire Tile	\$ 25.11	Gold	Heavy
303/601	Sail Away	01433	CR	Flexaire Tile RS	\$ 26.23	Gold	Heavy
301/601	Sail Away	01433	M	Powerbond Cushion	\$ 19.60	Gold	Severe
301/601	Sail Away	01433	MR	Powerbond Cushion RS	\$ 20.72	Gold	Severe
301/601	Sail Away	01433	GN	Powerbond Ethos Cushion	\$ 21.34	Platinum	Heavy
301/601	Sail Away	01433	GR	Powerbond Ethos Cushion RS	\$ 22.46	Platinum	Heavy
303/601	Savoya	03989	EX	ER3 Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	EB	ER3 Tile RS	\$ 31.05	Platinum	Heavy
303/601	Savoya	03989	GS	Ethos Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	CF	Flexaire Tile	\$ 31.05	Gold	Heavy
303/601	Savoya	03989	CR	Flexaire Tile RS	\$ 32.17	Gold	Heavy
301/601	Savoya	03989	M	Powerbond Cushion	\$ 26.62	Gold	Heavy
301/601	Savoya	03989	MR	Powerbond Cushion RS	\$ 27.74	Gold	Heavy
301/601	Savoya	03989	GN	Powerbond Ethos Cushion	\$ 28.36	Platinum	Heavy
301/601	Savoya	03989	GR	Powerbond Ethos Cushion RS	\$ 29.48	Platinum	Heavy
303/601	Screentone	04338	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Screentone	04338	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Screentone	04338	CR	Flexaire Tile RS	\$ 28.88	Gold	Severe
301/601	Screentone	04338	M	Powerbond Cushion	\$ 23.96	Gold	Heavy
301/601	Screentone	04338	MR	Powerbond Cushion RS	\$ 25.08	Gold	Heavy
301/601	Screentone	04338	GN	Powerbond Ethos Cushion	\$ 25.69	Platinum	Heavy
301/601	Screentone	04338	GR	Powerbond Ethos Cushion RS	\$ 26.81	Platinum	Heavy
303/601	Screentone Stripe	04337	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Screentone Stripe	04337	GS	Ethos Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	CF	Flexaire Tile	\$ 28.58	Gold	Heavy
303/601	Screentone Stripe	04337	CR	Flexaire Tile RS	\$ 29.70	Gold	Heavy

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	Screenstone Stripe	04337	M	Powerbond Cushion	\$ 25.18	Gold	Severe
301/601	Screenstone Stripe	04337	MR	Powerbond Cushion RS	\$ 26.30	Gold	Severe
301/601	Screenstone Stripe	04337	GN	Powerbond Ethos Cushion	\$ 26.92	Platinum	Heavy
301/601	Screenstone Stripe	04337	GR	Powerbond Ethos Cushion RS	\$ 28.04	Platinum	Heavy
303/601	Sentinel II	02409	EX	ER3 Tile	\$ 24.93	Platinum	Severe
303/601	Sentinel II	02409	EB	ER3 Tile RS	\$ 26.05	Platinum	Severe
303/601	Sentinel II	02409	GS	Ethos Tile	\$ 24.22	Platinum	Severe
303/601	Sentinel II	02409	CF	Flexaire Tile	\$ 25.34	Gold	Severe
303/601	Sentinel II	02409	CR	Flexaire Tile RS	\$ 26.46	Gold	Severe
301/601	Sentinel II	02409	M	Powerbond Cushion	\$ 22.20	Gold	Severe
301/601	Sentinel II	02409	MR	Powerbond Cushion RS	\$ 23.32	Gold	Severe
301/601	Sentinel II	02409	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	Sentinel II	02409	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Sentry	04390	EX	ER3 Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	EB	ER3 Tile RS	\$ 23.60	Platinum	Heavy
303/601	Sentry	04390	GS	Ethos Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	CF	Flexaire Tile	\$ 23.60	Gold	Heavy
303/601	Sentry	04390	CR	Flexaire Tile RS	\$ 24.72	Gold	Heavy
301/601	Sentry	04390	M	Powerbond Cushion	\$ 20.46	Gold	Heavy
301/601	Sentry	04390	MR	Powerbond Cushion RS	\$ 21.58	Gold	Heavy
301/601	Sentry	04390	GN	Powerbond Ethos Cushion	\$ 22.20	Platinum	Heavy
301/601	Sentry	04390	GR	Powerbond Ethos Cushion RS	\$ 23.32	Platinum	Heavy
301/601	South Branch	03934	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	South Branch	03934	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	South Branch	03934	GN	Powerbond Ethos Cushion	\$ 30.03	Platinum	Severe
301/601	South Branch	03934	GR	Powerbond Ethos Cushion RS	\$ 32.27	Platinum	Severe
303/601	Spun	03656	EX	ER3 Tile	\$ 32.67	Platinum	Severe
303/601	Spun	03656	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	Spun	03656	GS	Ethos Tile	\$ 31.93	Platinum	Severe
303/601	Spun	03656	CF	Flexaire Tile	\$ 31.93	Gold	Severe
303/601	Spun	03656	CR	Flexaire Tile RS	\$ 31.93	Gold	Severe
301/601	Spun	03656	M	Powerbond Cushion	\$ 29.37	Gold	Severe
301/601	Spun	03656	MR	Powerbond Cushion RS	\$ 30.49	Gold	Severe
301/601	Spun	03656	GN	Powerbond Ethos Cushion	\$ 31.10	Platinum	Severe
301/601	Spun	03656	GR	Powerbond Ethos Cushion RS	\$ 32.22	Platinum	Severe
303/601	Stack 9	04332	EX	ER3 Tile	\$ 26.31	Platinum	Severe
303/601	Stack 9	04332	EB	ER3 Tile RS	\$ 27.43	Platinum	Severe
303/601	Stack 9	04332	GS	Ethos Tile	\$ 26.31	Platinum	Heavy
303/601	Stack 9	04332	CF	Flexaire Tile	\$ 32.22	Gold	Heavy
303/601	Stack 9	04332	CR	Flexaire Tile RS	\$ 32.22	Gold	Heavy
301/601	Stack 9	04332	M	Powerbond Cushion	\$ 24.06	Gold	Heavy
301/601	Stack 9	04332	MR	Powerbond Cushion RS	\$ 25.18	Gold	Heavy
301/601	Stack 9	04332	GN	Powerbond Ethos Cushion	\$ 26.32	Platinum	Heavy
301/601	Stack 9	04332	GR	Powerbond Ethos Cushion RS	\$ 27.44	Platinum	Heavy
303/601	Street Life	03973	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Street Life	03973	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Street Life	03973	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	String Theory	04415	EX	ER3 Tile	\$ 25.62	Platinum	Heavy
303/601	String Theory	04415	EB	ER3 Tile RS	\$ 26.74	Platinum	Heavy
303/601	String Theory	04415	GS	Ethos Tile	\$ 25.62	Platinum	Severe
303/601	String Theory	04415	CF	Flexaire Tile	\$ 26.74	Gold	Severe
303/601	String Theory	04415	CR	Flexaire Tile RS	\$ 27.86	Gold	Severe
301/601	String Theory	04415	M	Powerbond Cushion	\$ 23.13	Gold	Severe
301/601	String Theory	04415	MR	Powerbond Cushion RS	\$ 24.25	Gold	Severe
301/601	String Theory	04415	GN	Powerbond Ethos Cushion	\$ 24.87	Platinum	Heavy
301/601	String Theory	04415	GR	Powerbond Ethos Cushion RS	\$ 25.99	Platinum	Heavy
303/601	Tableau	03900	EX	ER3 Tile	\$ 30.60	Platinum	Heavy
303/601	Tableau	03900	EB	ER3 Tile RS	\$ 31.72	Platinum	Heavy
303/601	Tableau	03900	GS	Ethos Tile	\$ 30.60	Platinum	Severe
303/601	Tableau	03900	CF	Flexaire Tile	\$ 31.72	Gold	Severe
303/601	Tableau	03900	CR	Flexaire Tile RS	\$ 32.84	Gold	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	Tableau	03900	M	Powerbond Cushion	\$ 27.31	Gold	Severe
301/601	Tableau	03900	MR	Powerbond Cushion RS	\$ 28.43	Gold	Severe
301/601	Tableau	03900	GN	Powerbond Ethos Cushion	\$ 29.04	Platinum	Severe
301/601	Tableau	03900	GR	Powerbond Ethos Cushion RS	\$ 30.16	Platinum	Severe
303/601	Tanka II	02499	EX	ER3 Tile	\$ 26.87	Platinum	Severe
303/601	Tanka II	02499	EB	ER3 Tile RS	\$ 27.99	Platinum	Severe
303/601	Tanka II	02499	GS	Ethos Tile	\$ 26.87	Platinum	Heavy
303/601	Tanka II	02499	CF	Flexaire Tile	\$ 27.99	Gold	Severe
303/601	Tanka II	02499	CR	Flexaire Tile RS	\$ 29.11	Gold	Severe
303/601	Tenera	04120	EX	ER3 Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	EB	ER3 Tile RS	\$ 26.43	Platinum	Severe
303/601	Tenera	04120	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	CF	Flexaire Tile	\$ 26.43	Gold	Severe
303/601	Tenera	04120	CR	Flexaire Tile RS	\$ 27.55	Gold	Severe
301/601	Tenera	04120	M	Powerbond Cushion	\$ 23.15	Gold	Severe
301/601	Tenera	04120	MR	Powerbond Cushion RS	\$ 24.27	Gold	Severe
301/601	Tenera	04120	GN	Powerbond Ethos Cushion	\$ 24.89	Platinum	Severe
301/601	Tenera	04120	GR	Powerbond Ethos Cushion RS	\$ 26.01	Platinum	Severe
303/601	Thoroughfare	04042	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Thoroughfare	04042	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Thoroughfare	04042	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Top Shelf	03606	EX	ER3 Tile	\$ 25.13	Platinum	Heavy
303/601	Top Shelf	03606	EB	ER3 Tile RS	\$ 26.25	Platinum	Heavy
303/601	Top Shelf	03606	GS	Ethos Tile	\$ 22.64	Platinum	Heavy
303/601	Top Shelf	03606	CF	Flexaire Tile	\$ 23.76	Gold	Severe
303/601	Top Shelf	03606	CR	Flexaire Tile RS	\$ 24.88	Gold	Severe
303/601	Topia	04165	EX	ER3 Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	EB	ER3 Tile RS	\$ 30.13	Platinum	Severe
303/601	Topia	04165	GS	Ethos Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	CF	Flexaire Tile	\$ 29.65	Gold	Severe
303/601	Topia	04165	CR	Flexaire Tile RS	\$ 30.77	Gold	Severe
301/601	Topia	04165	M	Powerbond Cushion	\$ 26.49	Gold	Severe
301/601	Topia	04165	MR	Powerbond Cushion RS	\$ 27.61	Gold	Severe
301/601	Topia	04165	GN	Powerbond Ethos Cushion	\$ 28.23	Platinum	Severe
301/601	Topia	04165	GR	Powerbond Ethos Cushion RS	\$ 29.35	Platinum	Severe
303/601	Trajectory	03913	EX	ER3 Tile	\$ 27.00	Platinum	Severe
303/601	Trajectory	03913	EB	ER3 Tile RS	\$ 28.12	Platinum	Severe
303/601	Trajectory	03913	GS	Ethos Tile	\$ 26.79	Platinum	Heavy
303/601	Trajectory	03913	CF	Flexaire Tile	\$ 27.91	Gold	Heavy
303/601	Trajectory	03913	CR	Flexaire Tile RS	\$ 28.83	Gold	Heavy
301/601	Trajectory	03913	M	Powerbond Cushion	\$ 24.20	Gold	Severe
301/601	Trajectory	03913	MR	Powerbond Cushion RS	\$ 25.32	Gold	Severe
301/601	Trajectory	03913	GN	Powerbond Ethos Cushion	\$ 25.94	Platinum	Severe
301/601	Trajectory	03913	GR	Powerbond Ethos Cushion RS	\$ 27.06	Platinum	Severe
303/601	Transfer	04339	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Transfer	04339	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Transfer	04339	CR	Flexaire Tile RS	\$ 28.88	Gold	
301/601	Tributary	03937	M	Powerbond Cushion	\$ 27.43	Gold	Severe
301/601	Tributary	03937	MR	Powerbond Cushion RS	\$ 28.55	Gold	Severe
301/601	Tributary	03937	GN	Powerbond Ethos Cushion	\$ 29.59	Platinum	Severe
301/601	Tributary	03937	GR	Powerbond Ethos Cushion RS	\$ 30.71	Platinum	Severe
303/601	Triptych	04331	EX	ER3 Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	EB	ER3 Tile RS	\$ 27.07	Platinum	Heavy
303/601	Triptych	04331	GS	Ethos Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	CF	Flexaire Tile	\$ 27.07	Gold	Heavy
303/601	Triptych	04331	CR	Flexaire Tile RS	\$ 28.19	Gold	Heavy
301/601	Triptych	04331	M	Powerbond Cushion	\$ 23.42	Gold	Heavy
301/601	Triptych	04331	MR	Powerbond Cushion RS	\$ 24.54	Gold	Heavy
301/601	Triptych	04331	GN	Powerbond Ethos Cushion	\$ 25.16	Platinum	Heavy

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	Triptych	04331	GR	Powerbond Ethos Cushion RS	\$ 26.28	Platinum	Heavy
303/601	Uproar	04073	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Uproar	04073	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Uproar	04073	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Uproar	04073	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Uproar	04073	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Uproar	04073	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Uproar	04073	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	Ventana	03990	EX	ER3 Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	EB	ER3 Tile RS	\$ 31.55	Platinum	Heavy
303/601	Ventana	03990	GS	Ethos Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	CF	Flexaire Tile	\$ 31.55	Gold	Heavy
303/601	Ventana	03990	CR	Flexaire Tile RS	\$ 32.67	Gold	Heavy
301/601	Ventana	03990	M	Powerbond Cushion	\$ 26.58	Gold	Heavy
301/601	Ventana	03990	MR	Powerbond Cushion RS	\$ 27.70	Gold	Heavy
301/601	Ventana	03990	GN	Powerbond Ethos Cushion	\$ 28.32	Platinum	Heavy
301/601	Ventana	03990	GR	Powerbond Ethos Cushion RS	\$ 29.44	Platinum	Heavy
303/601	Visa	03353	EX	ER3 Tile	\$ 21.92	Platinum	Severe
303/601	Visa	03353	EB	ER3 Tile RS	\$ 23.04	Platinum	Severe
303/601	Visa	03353	GS	Ethos Tile	\$ 21.64	Platinum	Heavy
303/601	Visa	03353	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Visa	03353	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
301/601	Wellspring	03935	M	Powerbond Cushion	\$ 28.61	Gold	Severe
301/601	Wellspring	03935	MR	Powerbond Cushion RS	\$ 29.73	Gold	Severe
301/601	Wellspring	03935	GN	Powerbond Ethos Cushion	\$ 30.34	Platinum	Severe
301/601	Wellspring	03935	GR	Powerbond Ethos Cushion RS	\$ 31.46	Platinum	Severe
303/601	Winwood	04090	EX	ER3 Tile	\$ 29.68	Platinum	Heavy
303/601	Winwood	04090	EB	ER3 Tile RS	\$ 30.80	Platinum	Heavy
303/601	Winwood	04090	GS	Ethos Tile	\$ 29.68	Platinum	Severe
303/601	Winwood	04090	CF	Flexaire Tile	\$ 30.80	Gold	Severe
303/601	Winwood	04090	CR	Flexaire Tile RS	\$ 31.92	Gold	Severe
301/601	Winwood	04090	M	Powerbond Cushion	\$ 25.09	Gold	Severe
301/601	Winwood	04090	MR	Powerbond Cushion RS	\$ 26.21	Gold	Severe
301/601	Winwood	04090	GN	Powerbond Ethos Cushion	\$ 28.40	Platinum	Severe
301/601	Winwood	04090	GR	Powerbond Ethos Cushion RS	\$ 29.52	Platinum	Severe

Carpet Installation Services

4-14-72-0057A

Scope of Work

Prices shown herein are for installation in an open empty space on a “clean floor”. A “clean floor” is in a condition to accept carpet/carpet tile with no additional preparation other than sweeping it clean. Any other work, e.g. furniture removal, flash patching, cove molding, removal of existing carpet, disposal off-site, recycling, etc., will be quoted on a case by case basis after a site inspection. When installation is required in conjunction with carpet purchased under this contract, the carpet will be invoiced separately and before the installation. Prices quoted are for work to be performed during normal working hours, Monday through Friday, holidays excluded. Where noted in the pricing, minimum charges for installation will apply. All work will be performed by either mill certified or FCIB certified installers. All work performed and materials used to install carpet will be guaranteed for a minimum of one year.

CARPET INSTALLATION SERVICES HIGH COST AREAS	<u>Boston, New York, Chicago, St. Louis, Kansas City, Miami, San Francisco, and Los Angeles</u>
SIN 31-604 – direct glue down w/o attached cushion	7.75 per square yard
SIN 31-604 – direct glue down with attached cushion	7.27 per square yard
SIN 31-604 – double stick or double glue down	10.55 per square yard
SIN 31-604 – stretch-in over separate cushion	8.75 per square yard
SIN 31-604 – carpet tiles full spread	7.50 per square yard
SIN 31-604 – Furniture Lift (see note below)	10.10 per square yard
SIN 31-604 – Furnish and Install 4” Vinyl Base	1.95 per linear foot
SIN 31-604 – Furnish and Install 4” Carpet Base	2.47 per linear foot
SIN 31-604 – Furnish and Install 6” Vinyl Base	2.95 per linear foot
SIN 31-604 – Furnish and Install 6” Carpet Base	3.47 per linear foot
SIN 31-604 – Removal, disposal and floor prep	4.25 per square yard

Removal, Disposal and Floor Prep

Appropriate removal and disposal of existing flooring (recycling recommended) and floor preparation. Note: Pricing is to include basic removal, disposal and floor preparation; services above \$500 and work necessary to address potentially complex environmental problems, such as asbestos abatement, mold and mildew, or extensive floor preparation shall be negotiated with the government on a case-by-case basis.

Furniture Lifting for Carpet Replacement (SIN 31-604)

Using appropriate “lifting” equipment and trained technicians, allows installation of new carpet tile, with modular and systems furniture in place and with minimal disruption to occupied work area. All furniture systems shall be lifted by equipment which has been structurally engineered for that particular furniture system. No crowbars or modified car jacks are to be used. No phones or electronic equipment shall be unplugged. After each installation session, work area must be returned to normal working order with all furniture in original location. Since work is being performed in an occupied work area, “low VOC” or “no VOC” adhesives are to be used. The GSA carpet contractor will be required to provide, upon request from government customers, an onsite demonstration of the equipment and lifting method to be used, and any additional information on which to base procurement decisions.