



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement 2020002145

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Interface Americas, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- A) The initial term of the Agreement will be from April 15th, 2020 through April 14th, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Five (5)** successive One (**1**)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (**30**) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- B) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

- A. Pricing. Refer to **Attachment B – UC Price Schedule & Attachment D – National Price Schedule** for Pricing.
 - i. Price Increases – After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date.
 - a. Product Price Increases – Product price increases will not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:
 - (1) Vinyl Flooring: [Plastics Material and Resins Manufacturing \(PCU325211325211\)](#)
 - (2) All Carpet Products: [Carpet and Rug Mills: Carpets & Rugs \(PCU3141103141100\)](#)
 - (3) Rubber and Linoleum: [Plastics and Rubber Products Manufacturing \(PCU326326\)](#)
 - (4) Wood Products: [Other Millwork, Including Flooring \(PCU321918321918\)](#)
 - b. Labor Price Increases – Labor price increases will only be allowed under an increase in the

Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.

- c. Freight – Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a percentage of spend, consistent with any increase or decrease in the PPI for [General Freight Trucking, Long-Distance Truckload \(PCU484121484121\)](#)

B. Invoicing Method

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination Prepaid & Add.**

All invoices must clearly indicate the following information:

- Charges associated with California AB2398
- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item(s) ordered;
- Net cost of each item;
- Description, quantity, and pay rate of any services provided
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH 2%10 Net45**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Wendell Hadden, VP of Education
Phone	706.333.0102
Email	Wendell.hadden@interface.com , Contracts.Group@Interface.com
Address	PO Box 1503 Orchard Hill Road
	LaGrange, GA 30241

6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Interface Americas, Inc.**

12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes

involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Amendments to UC Terms & Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 5/9/19 are hereby amended as follows:

Article 2, Section C.

UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination, or (ii) Supplier's provision of Goods and/or Services covered by outstanding orders accepted by Supplier prior to receipt of such termination notice.

Article 2, Section D.

UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within ten (10) business days. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

Article 4

Buyer shall inspect all Products as soon as practicable following delivery. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all obvious defects, shortages or nonconformities, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. UC claims of incomplete orders or defective or nonconforming Goods shall be deemed to be waived by UC unless UC notifies Supplier of such defects, shortages, or nonconformities in writing within sixty (60) days after the later of delivery or installation of the Goods, as applicable. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects pursuant to Supplier's limited product warranty, incorporated herein by this reference, or for fraud or such gross mistakes as amount to fraud; except that no action, regardless of form, arising out of or in connection with the sale of Goods and/or Services furnished hereunder (other than an action by Supplier for any amount due to Supplier by UC) may be brought more than one (1) year after the cause of action has arisen.

Article 7, Section B.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing

Materials in the deliverables in which Supplier has an ownership interest (“Standard Deliverables”), UC is hereby granted and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to modify, use, perform, display publicly, resell, and otherwise redistribute such Pre-Existing Materials in connection with the Standard Deliverables.

2. The Standard Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC’s prior written permission, except when Supplier owns or has obtained any and all rights in or to such Pre-Existing Materials needed to perform the terms of this Agreement without restriction.
3. REMOVED
4. REMOVED

Article 7, Section C.

General. Should the Standard Deliverables become, or in Supplier’s opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Standard Deliverables, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier’s sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Standard Deliverables to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Standard Deliverables, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Standard Deliverables’ functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 27

Neither Party will be liable for delays due to causes beyond the Party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). Notwithstanding anything contained herein to the contrary, a Force Majeure Event shall not affect either Party’s obligation to pay any amount that is due and payable.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchase Agreement 2020002145
- b. UC Terms & Conditions of Purchase
- c. Attachment A – Statement of Work
- d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
- e. Attachment B – University of California Price Schedule
- f. Attachment C – Reporting Requirements
- g. Attachment D – National Price Schedule
- h. Appendix – Ecommerce

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INTERFACE AMERICAS, INC.

DocuSigned by:
Justin Sullivan
C51AF9F2384C40B...
(Signature)

DocuSigned by:
Natalie Poteran
A0434F3...
(Signature)

Justin Sullivan Executive Director

Natalie Poteran, VP of Finance

(Printed Name, Title)

(Printed Name, Title)

4/23/2020

4/16/2020

(Date)

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC’s Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



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source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. General Accessibility Requirements. Supplier warrants that:
 1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Goods and/or Services Involving Work Made for Hire.
 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



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the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

- C. General.** Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:**
1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000



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4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - iv. FAR 52.219-8, Utilization of Small Business Concerns;
 - v. FAR 52.222-17, Nondisplacement of Qualified Workers;
 - vi. FAR 52.222-21, Prohibition of Segregated Facilities;



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- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.



ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC’s request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys’ fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC’s discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC’s premises at Supplier’s request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC’s premises at Supplier’s request or for reasons relating to the Agreement and its equipment to that portion of UC’s premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier’s request. Such measures and precautions will include, but



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will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:



- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.



ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.

Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;



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2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.



ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/policies-forms/fw-fw-ppaca-resources/fw-fw-annual-verification-form-1.15.19.pdf>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/policies-forms/fw-fw-ppaca-resources/fw-fw-annual-verification-standards-procedures-1.15.19.pdf>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

ATTACHMENT A TO PURCHASING AGREEMENT #2020002145

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement # dated April 15th, 2020 between UC and Supplier ("Agreement").

1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

2. Term of SOW

This SOW will begin on April 15th, 2020 ("Effective Date") and continue through April 14th, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	Flooring Products & Services	Provide flooring products services as needed either directly or through a flooring dealer.	Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering	As requested
2	Quarterly KPI Reports	Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C.	Quarterly KPI Reports	45 days following the end of the quarter
3	Monthly Purchase Reports	Provide Monthly purchase reports as defined in Attachment C.	Monthly Sales Reports	30 days following the last day of the month

4. UC Obligations

Not Applicable

5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Wendell Hadden, VP of Education
Phone	706.333.0102
Email	Wendell.hadden@interface.com ; Contracts.Group@Interface.com
Address	1503 Orchard Hill Road
	LaGrange, GA 30240

Supplier's Account Management Team is:

Name	Robb-Davon Butler, Interface Regional Sales Director (West)
Phone	(213) 218-7035
Email	Robb-Davon.Butler@interface.com
Address	Northern California territory
Name	Brenten Bailey, Interface Regional Sales Director (West)
Phone	(707) 787-7585
Email	Brenton.Bailey@Interface.com
Address	Southern California territory
Name	Maximilian Hermschulte, nora by Interface Regional Sales Director (West)
Phone	(603) 952-0618
Email	Maximilian.Hermschulte@nora.com
Address	California
Name	Barry Ryskamp, InteraceSERVICES Sales Director
Phone	(801) 582-2809
Email	Barry.Ryskamp@interface.com
Address	106 Northpoint Parkway, Suite 300
	Acworth, GA 30102
Name	Sharon Johnson, Contract Manager (Public Sector)
Phone	(706) 812-6356
Email	Contracts.Group@Interface.com
Address	1503 Orchard Hill Road
	LaGrange, GA 30240

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation
 Quarterly – Small Business Utilization
 Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal “#001225-May2019 - University of California Systemwide Flooring”.

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

9. Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, academic, research and alumni stakeholders throughout the University. Opportunities include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the

response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier’s response to the Amendment, if any. Supplier’s implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties’ duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:
Justin Sullivan

(Signature) Signature ID: 6514F0F0384C40B...

Justin Sullivan Executive Director

(Printed Name, Title)

4/23/2020

(Date)

INTERFACE AMERCAS, INC.

DocuSigned by:
Natalie Poteran

(Signature) Signature ID: 77750243A0434F3...

Natalie Poteran, VP of Finance

(Printed Name, Title)

4/16/2020

(Date)

Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system. Supplier lead projects refer to Services performed by the Suppliers subsidiary InterfaceSERVICES, Inc. under the guidelines note here and outlined in the Interface Reclamation Assurance Letter submitted with the RFP response:

- Services are performed by InterfaceSERVICES, Inc.,
- Interface products are being installed; and
- compliant material is the scope of work.

It is required that 100% of existing carpet, including carpet padding, be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

Supplier will format quarterly report in the following manner:

<u>Column Title</u>	<u>Description</u>	<u>Column Mapping</u>
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Type of Material	Carpet LVT Rubber Linoleum Etc.	D
Amount of Material	Sq Ft/Yd captured	E
Reclamation Method	Recycled Incinerated Other	F
Final Disposal Site	Company/Location of Final Disposition	G
Cost of Reclamation	Invoiced Amount for Service	H
Certificate of Disposal Provided	Yes (Y) or No (N) – Certificate Number	I

Small Business Utilization

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

Attachment D – National Price Schedule

Agreement Holder: OMNIA Partners
 Supplier: Interface Americas, Inc. (and its subsidiaries)
 Price List: Active 8/13/2019 to 12/31/2020

Interface

CARBON NEUTRAL FLOORING™

ORDERING INSTRUCTIONS

We successfully employ the following purchasing and installation models for our contract members.

- * All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.
 * The agreement name "OMNIA Partners" must be noted on all purchase orders.

Option 1 (Contract Preferred) MANUFACTURER TURNKEY "ONE POINT OF CONTACT" :

Purchase Product and Services direct with the manufacturer through our Turn-Key Division, InterfaceServices, Inc. The members purchase order must be issued to InterfaceServices at the address noted below

InterfaceServices, Inc.

106 Northpoint Parkway, Suite 300, Acworth, GA 30102

T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127

Option 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING:

Purchase product through local dealers. The members purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics and invoicing.

Interface will make contract pricing available to local dealers. All local dealers that supports the Interface branded can access this agreement to support our contract members. A list of dealers is available upon request.

MANUFACTURER BRANDED PRODUCT SOURCE:

Members and Local Dealers will purchase Interface branded product only direct from the Interface mill as their Product source point of contact.

Interface Modular Carpet and LVT Product Source: Interface Americas, Inc. 1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com
 Interface Rubber Flooring Product Source: nora by Interface, 9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096

SALES SUPPORT / LOCAL DEALER LOCATOR

For a list of Interface AE'S or approved local dealers in your area, please email your request to the Sales Support Coordinator in your state.

<p>Debra Sandoval Sales Support Coordinator: PA, DE T: 706.957.5650 E: Debra.Sandoval@interface.com</p>	<p>Christy Brown Sales Support Coordinator: AZ, CO, WY, South NV, NM, West TX T: 706.616.3639 E: Christy.Brown@interface.com</p>	<p>Brittany Blasier Sales Support Coordinator: ND, MN, SD, NE, IA, East MO, South IL T: 612.910.0478 E: brittany.blasier@interface.com</p>	<p>MaKenzie Sikes Sales Support Coordinator: GA, TN T: 706.881.1356 E: MaKenzie.Sikes@interface.com</p>
<p>Mercalle Feroz Sales Support Coordinator: NJ, NYC, Long Island T: 610.258.9260 E: Mercalle.Feroz@interface.com</p>	<p>Marcia Dedeaux Sales Support Coordinator: South CA, HI, Guam T: 213.215.0853 E: Marcia.Dedeaux@interface.com</p>	<p>Lindsay Drouillard Sales Support Coordinator: MI, OH, West WV, KY T: 419.346.6403 E: Lindsay.Drouillard@interface.com</p>	<p>Stephanie Taylor Sales Support Coordinator: FL T: 706.412.0955 E: Stephanie.Taylor@interface.com</p>
<p>Elaine Mayfield Sales Support Coordinator: CT, MA, RI, NY, ME, VT, NH T: 770.540.1230 E: Elaine.Mayfield@interface.com</p>	<p>Temple White Sales Support Coordinator: WI, North IL T: 312.919.9773 E: Temple.White@interface.com</p>	<p>Rachel King Sales Support Coordinator: AL, AR, IN, MS, Central and West TN T: 706.881.0599 E: Rachel.King@interface.com</p>	
<p>Mary Watson Sales Support Coordinator: AK, WA, OR, UT, ID, MT T: 706.616.8834 E: Mary.Watson@interface.com</p>	<p>Chrissy Eagle Sales Support Coordinator: KS, West MO, North TX T: 972.752.4363 E: Chrissy.Eagle@interface.com</p>	<p>Julie Ward Sales Support Coordinator: VA, NC, SC, East TN T: 706.616.3958 E: Julie.Ward@interface.com</p>	
<p>Amy Thomas Sales Support Coordinator: North CA, Reno NV T: 707.815.3164 E: Amy.Thomas@interface.com</p>	<p>Melanie Keith Sales Support Coordinator: LA, South MS, South TX T: 706.594.9211 E: Melanie.Keith@interface.com</p>	<p>Rich Ramoutar Sales Support Coordinator: DC, MD, VA, East WV T: 202.906.9978 E: Rich.Ramoutar@interface.com</p>	

CONTRACT PRICING AND PAYMENT GUIDE

Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement

Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, dealer service/project management fees, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement

Freight / Shipping Terms: Freight will be prepaid and added as a separate line on the invoice. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer's choice Contact your local Interface representative for a list of dealers in the State of New York area.

Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.

Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card

California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee. This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.

Supplier: Interface Americas, Inc. (and its subsidiaries)
 Price List: Active 8/13/2019 to 12/31/2020

Interface

CARBON NEUTRAL / CARBON NEGATIVE FLOORING™

Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6 Nylon	1264502500	A Peeling (i2)		50cm x 50cm	\$93.26	58.36%	SY	\$38.83
Modular Carpet - Type 6,6 Nylon	1236402500	Above Board (i2)	Board Games	50cm x 50cm	\$65.64	58.84%	SY	\$27.02
Modular Carpet - Type 6,6 Nylon	123640AK00	Above Board (P) (i2)	Board Games	25cm x 1m	\$68.23	54.09%	SY	\$31.32
Modular Carpet - Type 6 Nylon	1371102500	Accent Flannel		50cm x 50cm	\$66.09	58.15%	SY	\$27.66
Modular Carpet - Type 6 Nylon	1388202500	AE310 (i2) QS	Aerial	50cm x 50cm	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	138830AK00	AE311 (i2) QS	Aerial	25cm x 1m	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	1389102500	AE312 (i2) QS	Aerial	50cm x 50cm	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	163110AK00	AE313 (i2)	Aerial	25cm x 1m	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	163230AK00	AE315 (i2) QS	Aerial	25cm x 1m	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	163270AK00	AE317 (i2) QS	Aerial	25cm x 1m	\$52.80	62.94%	SY	\$19.57
Modular Carpet - Type 6 Nylon	138980AK00	Afternoon Light	Evensong	25cm x 1m	\$57.12	64.03%	SY	\$20.55
Modular Carpet - Type 6 Nylon	1391202500	Alliteration QS		50cm x 50cm	\$66.96	62.04%	SY	\$25.42
Modular Carpet - Type 6 Nylon	139120AB00	Alliteration (P)		50cm x 1m	\$74.32	59.22%	SY	\$30.31
Modular Carpet - Type 6 Nylon	126650250H	B601 (i2) QS	Net Effect	50cm x 50cm	\$105.76	62.39%	SY	\$39.78
Modular Carpet - Type 6 Nylon	126670250H	B602 (i2) QS	Net Effect	50cm x 50cm	\$101.00	62.76%	SY	\$37.61
Modular Carpet - Type 6 Nylon	126680250H	B603 (i2) QS	Net Effect	50cm x 50cm	\$86.83	62.76%	SY	\$32.33
Modular Carpet - Type 6 Nylon	126560AK0H	B701	Net Effect	25cm x 1m	\$76.52	58.60%	SY	\$31.68
Modular Carpet - Type 6 Nylon	126620AK0H	B702	Net Effect	25cm x 1m	\$69.72	59.05%	SY	\$28.55
Modular Carpet - Type 6 Nylon	124970AK00	B703	Net Effect	25cm x 1m	\$59.11	53.58%	SY	\$27.43
Modular Carpet - Type 6,6 Nylon	1427402500	Bee's Knees QS	Let it Bee	50cm x 50cm	\$103.60	64.51%	SY	\$36.77
Modular Carpet - Type 6 Nylon	1242202500	Berlin (i2)	Pond	50cm x 50cm	\$63.42	58.02%	SY	\$26.63
Modular Carpet - Type 6,6 Nylon	1231702500	Bertola	Pietra	50cm x 50cm	\$67.67	58.65%	SY	\$27.98
Modular Carpet - Type 6 Nylon	1248102500	Blended	Concrete Mix	50cm x 50cm	\$60.28	57.89%	SY	\$25.39
Modular Carpet - Type 6,6 Nylon	146850AK00	BP410 QS	Bike Path	25cm x 1m	\$53.76	63.79%	SY	\$19.47
Modular Carpet - Type 6,6 Nylon	146860AK00	BP411	Bike Path	25cm x 1m	\$53.76	63.79%	SY	\$19.47
Modular Carpet - Type 6,6 Nylon	146670250H	Brescia QS	Pietra	50cm x 50cm	\$72.87	62.76%	SY	\$27.13

Interface

CARBON NEUTRAL / CARBON NEGATIVE FLOORING™

Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6,6 Nylon	1234702500	Broadleaf	Biodiversity	50cm x 50cm	\$66.45	58.73%	SY	\$27.42
Modular Carpet - Type 6,6 Nylon	1471602500	Broadleaf Loop	Biodiversity Loop	50cm x 50cm	\$59.50	58.33%	SY	\$24.79
Modular Carpet - Type 6 Nylon	1247902500	Broomed	Concrete Mix	50cm x 50cm	\$60.38	57.89%	SY	\$25.43
Modular Carpet - Type 6 Nylon	139230AK00	Brownstone (P)	Second Story	25cm x 1m	\$72.96	61.88%	SY	\$27.81
Modular Carpet - Type 6 Nylon	1247802500	Brushed	Concrete Mix	50cm x 50cm	\$60.38	57.89%	SY	\$25.43
Modular Carpet - Type 6 Nylon	1264202500	Cambria (i2)		50cm x 50cm	\$89.67	58.05%	SY	\$37.61
Modular Carpet - Type 6 Nylon	127950AK00	CE171	Ceremony	25cm x 1m	\$58.52	57.84%	SY	\$24.68
Modular Carpet - Type 6 Nylon	138880AK00	CE172	Ceremony	25cm x 1m	\$67.61	54.98%	SY	\$30.44
Modular Carpet - Type 6 Nylon	127960AK00	CE173	Ceremony	25cm x 1m	\$75.79	54.78%	SY	\$34.27
Modular Carpet - Type 6,6 Nylon	1462902500	Chenille Warp (i2) QS	Chenille Warp	50cm x 50cm	\$51.30	69.89%	SY	\$15.45
Modular Carpet - Type 6 Nylon	139300AK00	Circuit Board	Visual Code	25cm x 1m	\$84.47	61.59%	SY	\$32.45
Modular Carpet - Type 6 Nylon	1394102500	Classic Seven	Second Story	50cm x 50cm	\$83.20	66.57%	SY	\$27.81
Modular Carpet - Type 6 Nylon	1378902500	Cloud Cover QS	View From Above	50cm x 50cm	\$49.60	63.14%	SY	\$18.28
Modular Carpet - Type 6,6 Nylon	3034512505	Composure		25cm x 1m	\$60.40	62.76%	SY	\$22.49
Modular Carpet - Type 6,6 Nylon	1459402500	Cordoba	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6,6 Nylon	1461602500	Cordoba Colores	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6 Nylon	1385402500	Cotswold II		50cm x 50cm	\$62.65	57.74%	SY	\$26.47
Modular Carpet - Type 6,6 Nylon	1462502500	CT101 (i2) QS	Common Theme	50cm x 50cm	\$58.05	58.37%	SY	\$24.16
Modular Carpet - Type 6,6 Nylon	1425702500	CT102	Common Theme	50cm x 50cm	\$65.28	57.50%	SY	\$27.75
Modular Carpet - Type 6,6 Nylon	146570AK00	CT111 (i2)	Common Theme	25cm x 1m	\$60.86	53.27%	SY	\$28.44
Modular Carpet - Type 6,6 Nylon	123770AK00	CT112 (i2)	Common Theme	25cm x 1m	\$65.73	56.06%	SY	\$28.88
Modular Carpet - Type 6,6 Nylon	123780AK00	CT113 (i2)	Common Theme	25cm x 1m	\$65.73	54.09%	SY	\$30.18
Modular Carpet - Type 6 Nylon	1380102500	Cubic (i2) QS		50cm x 50cm	\$49.53	62.57%	SY	\$18.54
Modular Carpet - Type 6 Nylon	1382902500	Cubic Colours (i2) QS		50cm x 50cm	\$52.08	63.66%	SY	\$18.93
Modular Carpet - Type 6 Nylon	139310AK00	Darning	Visual Code	25cm x 1m	\$84.49	62.82%	SY	\$31.42
Modular Carpet - Type 6 Nylon	139330AK00	Decibel	Visual Code	25cm x 1m	\$83.29	62.28%	SY	\$31.42
Modular Carpet - Type 6,6 Nylon	1466602500	Detours QS		50cm x 50cm	\$52.41	62.86%	SY	\$19.47
Modular Carpet - Type 6,6 Nylon	1472302500	Detours Ahead QS		50cm x 50cm	\$52.41	62.86%	SY	\$19.47

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6 Nylon	139380AK00	Digitized Tuft	Simple Abstraction	25cm x 1m	\$97.25	62.93%	SY	\$36.05
Modular Carpet - Type 6 Nylon	138940AK00	Driftwood (i2) QS		25cm x 1m	\$59.58	60.97%	SY	\$23.25
Modular Carpet - Type 6 Nylon	124950AK00	Duo		25cm x 1m	\$71.16	53.54%	SY	\$33.06
Modular Carpet - Type 6 Nylon	1256002500	Duplex	Second Story	50cm x 50cm	\$60.80	66.12%	SY	\$20.60
Modular Carpet - Type 6,6 Nylon	1467102500	Earth II		50cm x 50cm	\$53.90	58.30%	SY	\$22.48
Modular Carpet - Type 6 Nylon	127760AK0H	EM551	Equal Measure	25cm x 1m	\$78.30	62.63%	SY	\$29.26
Modular Carpet - Type 6 Nylon	127770AK0H	EM552	Equal Measure	25cm x 1m	\$85.04	58.32%	SY	\$35.45
Modular Carpet - Type 6 Nylon	127780AK0H	EM553	Equal Measure	25cm x 1m	\$95.79	57.73%	SY	\$40.48
Modular Carpet - Type 6,6 Nylon	1469302500	Entrobean II (i2)	Great Lengths II	50cm x 50cm	\$60.46	58.19%	SY	\$25.28
Modular Carpet - Type 6,6 Nylon	1464802500	Entropy (i2) QS		50cm x 50cm	\$58.55	58.09%	SY	\$24.54
Modular Carpet - Type 6 Nylon	1380202500	Equilibrium		50cm x 50cm	\$62.11	57.44%	SY	\$26.43
Modular Carpet - Type 6 Nylon	1383202500	Exposed (i2) QS		50cm x 50cm	\$56.90	60.18%	SY	\$22.66
Modular Carpet - Type 6,6 Nylon	19BH502500	Extra Curricular	Klass Rooms	50cm x 50cm	\$60.09	58.50%	SY	\$24.94
Modular Carpet - Type 6,6 Nylon	1234802500	Farmland	Biodiversity	50cm x 50cm	\$64.01	58.90%	SY	\$26.31
Modular Carpet - Type 6,6 Nylon	1471502500	Farmland Loop	Biodiversity Loop	50cm x 50cm	\$58.30	58.42%	SY	\$24.24
Modular Carpet - Type 6 Nylon	1286502500	Flagstone (i2)	Human Connections	50cm x 50cm	\$65.52	64.51%	SY	\$23.25
Modular Carpet - Type 6 Nylon	1371002500	Flannel		50cm x 50cm	\$66.09	58.15%	SY	\$27.66
Modular Carpet - Type 6,6 Nylon	1467802500	Folio II (i2)	Viewpoint II	50cm x 50cm	\$57.73	58.38%	SY	\$24.03
Modular Carpet - Type 6 Nylon	125550AK00	French Seams QS	World Woven	25cm x 1m	\$65.60	64.67%	SY	\$23.18
Modular Carpet - Type 6,6 Nylon	1467502500	Frequency II (i2)		50cm x 50cm	\$63.58	58.04%	SY	\$26.68
Modular Carpet - Type 6,6 Nylon	1466902500	Furrows II		50cm x 50cm	\$54.61	58.35%	SY	\$22.75
Modular Carpet - Type 6 Nylon	19DR402500	Gather QS	First Option	50cm x 50cm	\$50.40	63.52%	SY	\$18.39
Modular Carpet - Type 6,6 Nylon	1469502500	Geometry II (i2)	Great Lengths II	50cm x 50cm	\$60.46	58.19%	SY	\$25.28
Modular Carpet - Type 6,6 Nylon	147260AK00	Glazing	Global Change	25cm x 1m	\$63.33	62.43%	SY	\$23.79
Modular Carpet - Type 6,6 Nylon	1469602500	Gradient II (i2)	Great Lengths II	50cm x 50cm	\$60.46	58.19%	SY	\$25.28
Modular Carpet - Type 6 Nylon	1384402500	Grasmere		50cm x 50cm	\$56.06	57.98%	SY	\$23.56
Modular Carpet - Type 6 Nylon	138440AB00	Grasmere (P)		50cm x 1m	\$62.32	60.52%	SY	\$24.60
Modular Carpet - Type 6 Nylon	1248002500	Grooved	Concrete Mix	50cm x 50cm	\$60.38	57.89%	SY	\$25.43

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6,6 Nylon	1472502500	Ground	Global Change	50cm x 50cm	\$55.44	63.91%	SY	\$20.01
Modular Carpet - Type 6 Nylon	138730AK00	Ground Waves (i2) QS		25cm x 1m	\$56.48	61.71%	SY	\$21.63
Modular Carpet - Type 6 Nylon	163130AK00	Ground Waves Verse (i2) QS		25cm x 1m	\$56.48	61.71%	SY	\$21.63
Modular Carpet - Type 6,6 Nylon	1463202500	Happening (i2)	Chenille Warp	50cm x 50cm	\$57.52	58.50%	SY	\$23.87
Modular Carpet - Type 6 Nylon	139320AK00	Haptic	Visual Code	25cm x 1m	\$91.20	65.55%	SY	\$31.42
Modular Carpet - Type 6 Nylon	139290AK00	Hard Drive (i2)	Visual Code	25cm x 1m	\$97.56	62.26%	SY	\$36.82
Modular Carpet - Type 6 Nylon	138720AK00	Harmonize (i2) QS		25cm x 1m	\$50.22	56.93%	SY	\$21.63
Modular Carpet - Type 6 Nylon	1287302500	Head In The Clouds	View From Above	50cm x 50cm	\$93.09	65.15%	SY	\$32.45
Modular Carpet - Type 6 Nylon	1384802500	HeatherMix	TexMix	50cm x 50cm	\$56.06	57.78%	SY	\$23.67
Modular Carpet - Type 6 Nylon	6072502505	Heuga 725	European Union	50cm x 50cm	\$58.42	56.62%	SY	\$25.35
Modular Carpet - Type 6,6 Nylon	145980AK00	High Five		25cm x 1m	\$60.48	64.24%	SY	\$21.63
Modular Carpet - Type 6 Nylon	127610AK0H	HN810 (i2) QS	Human Nature	25cm x 1m	\$115.96	58.35%	SY	\$48.30
Modular Carpet - Type 6 Nylon	124980AK0H	HN820 (i2) QS	Human Nature	25cm x 1m	\$78.29	59.54%	SY	\$31.67
Modular Carpet - Type 6 Nylon	126020AK00	HN830 QS	Human Nature	25cm x 1m	\$90.79	53.46%	SY	\$42.25
Modular Carpet - Type 6 Nylon	127620AK0H	HN840 (i2) QS	Human Nature	25cm x 1m	\$109.12	58.62%	SY	\$45.16
Modular Carpet - Type 6 Nylon	127600AK0H	HN850 (i2) QS	Human Nature	25cm x 1m	\$113.57	58.45%	SY	\$47.18
Modular Carpet - Type 6,6 Nylon	1472702500	Honey Do (i2) QS	Let it Bee	50cm x 50cm	\$57.60	64.24%	SY	\$20.60
Modular Carpet - Type 6,6 Nylon	1472802500	Honey Don't (i2) QS	Let it Bee	50cm x 50cm	\$57.60	64.24%	SY	\$20.60
Modular Carpet - Type 6,6 Nylon	1473002500	Ice Breaker (i2) QS		50cm x 50cm	\$54.40	64.03%	SY	\$19.57
Modular Carpet - Type 6,6 Nylon	1470702500	Kamala II	Aiki II	50cm x 50cm	\$56.16	58.45%	SY	\$23.34
Modular Carpet - Type 6,6 Nylon	1470802500	Kamala Ni II	Aiki Ni II	50cm x 50cm	\$59.60	58.48%	SY	\$24.74
Modular Carpet - Type 6 Nylon	1286402500	Kerbstone (i2)	Human Connections	50cm x 50cm	\$75.60	64.95%	SY	\$26.50
Modular Carpet - Type 6,6 Nylon	1459302500	La Paz	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6,6 Nylon	145930AB00	La Paz (P)	Cartera	50cm x 1m	\$65.51	60.85%	SY	\$25.65
Modular Carpet - Type 6,6 Nylon	1461002500	La Paz Colores	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6,6 Nylon	146100AB00	La Paz Colores (P)	Cartera	50cm x 1m	\$65.51	60.85%	SY	\$25.65
Modular Carpet - Type 6,6 Nylon	1465402500	Layout (i2)	Architectural Plans	50cm x 50cm	\$58.05	58.56%	SY	\$24.05
Modular Carpet - Type 6,6 Nylon	1459002500	Lima	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6,6 Nylon	1461802500	Lima Colores	Cartera	50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6 Nylon	1386902500	LinearMix	TexMix	50cm x 50cm	\$54.53	57.85%	SY	\$22.98
Modular Carpet - Type 6,6 Nylon	1468302500	Main Line QS		50cm x 50cm	\$52.55	58.35%	SY	\$21.89
Modular Carpet - Type 6 Nylon	1382002500	Mantra		50cm x 50cm	\$63.42	57.56%	SY	\$26.92
Modular Carpet - Type 6 Nylon	19DR302500	Meet QS	First Option	50cm x 50cm	\$46.75	60.67%	SY	\$18.39
Modular Carpet - Type 6 Nylon	1385602500	Menagerie II		50cm x 50cm	\$64.93	57.66%	SY	\$27.49
Modular Carpet - Type 6 Nylon	1022U02500	Micro Line		50cm x 50cm	\$51.99	63.60%	SY	\$18.93
Modular Carpet - Type 6,6 Nylon	1459102500	Miramar		50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6,6 Nylon	1461402500	Miramar Colores		50cm x 50cm	\$59.25	58.47%	SY	\$24.61
Modular Carpet - Type 6 Nylon	138570250H	Monochrome		50cm x 50cm	\$74.15	62.76%	SY	\$27.61
Modular Carpet - Type 6 Nylon	1286102500	Moss (i2)	Human Connections	50cm x 50cm	\$96.90	62.05%	SY	\$36.77
Modular Carpet - Type 6 Nylon	1286202500	Moss in Stone (i2)	Human Connections	50cm x 50cm	\$94.58	61.12%	SY	\$36.77
Modular Carpet - Type 6,6 Nylon	1470502500	Nagashi II	Aiki II	50cm x 50cm	\$56.16	58.45%	SY	\$23.34
Modular Carpet - Type 6 Nylon	139400AK00	Naturally Weathered (i2) QS		25cm x 1m	\$52.80	63.91%	SY	\$19.06
Modular Carpet - Type 6 Nylon	128990AK00	Naturer's Course (i2)		25cm x 1m	\$66.40	64.32%	SY	\$23.69
Modular Carpet - Type 6 Nylon	163250AK00	Neighborhood Blocks (i2) QS	Aerial	25cm x 1m	\$57.60	64.24%	SY	\$20.60
Modular Carpet - Type 6 Nylon	163260AK00	Neighborhood Smooth (i2) QS	Aerial	25cm x 1m	\$57.60	64.24%	SY	\$20.60
Modular Carpet - Type 6 Nylon	138760AK0H	NF400 (i2)	Near & Far	25cm x 1m	\$72.27	62.76%	SY	\$26.91
Modular Carpet - Type 6 Nylon	127860AK0H	NF401 (i2)	Near & Far	25cm x 1m	\$115.96	58.35%	SY	\$48.30
Modular Carpet - Type 6 Nylon	1287202500	Night Flight	View From Above	50cm x 50cm	\$60.80	64.42%	SY	\$21.63
Modular Carpet - Type 6 Nylon	138670AK00	Nimbus (i2)	Nimbus	25cm x 1m	\$59.69	54.67%	SY	\$27.06
Modular Carpet - Type 6,6 Nylon	142600AK0H	NS230	Narratives	25cm x 1m	\$92.83	62.76%	SY	\$34.57
Modular Carpet - Type 6,6 Nylon	146890AK0H	NS231	Narratives	25cm x 1m	\$63.92	62.76%	SY	\$23.80
Modular Carpet - Type 6 Nylon	138740AK00	Off Line QS		25cm x 1m	\$63.43	59.92%	SY	\$25.42
Modular Carpet - Type 6,6 Nylon	147310AK00	Off The Hook		25cm x 1m	\$60.48	64.24%	SY	\$21.63
Modular Carpet - Type 6,6 Nylon	1236302500	On Board	Board Games	50cm x 50cm	\$66.45	58.73%	SY	\$27.42
Modular Carpet - Type 6,6 Nylon	123630AB00	On Board (P)	Board Games	50cm x 1m	\$72.73	60.85%	SY	\$28.47
Modular Carpet - Type 6 Nylon	138700AK00	On Line QS		25cm x 1m	\$63.43	59.93%	SY	\$25.42

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6 Nylon	126160AK00	Overedge	Visual Code	25cm x 1m	\$90.40	65.25%	SY	\$31.42
Modular Carpet - Type 6 Nylon	139370AK00	Painted Gesture	Simple Abstraction	25cm x 1m	\$98.57	63.43%	SY	\$36.05
Modular Carpet - Type 6 Nylon	1391102500	Palindrome	Palindrome	50cm x 50cm	\$66.71	61.90%	SY	\$25.42
Modular Carpet - Type 6 Nylon	139110AB00	Palindrome (P)	Palindrome	50cm x 1m	\$74.07	59.21%	SY	\$30.21
Modular Carpet - Type 6,6 Nylon	1468002500	Panorama II (i2)	Viewpoint II	50cm x 50cm	\$57.73	58.38%	SY	\$24.03
Modular Carpet - Type 6,6 Nylon	1468102500	Pathways II (i2)	Viewpoint II	50cm x 50cm	\$57.73	58.38%	SY	\$24.03
Modular Carpet - Type 6 Nylon	1632402500	Paver (i2)	Human Connections	50cm x 50cm	\$52.08	63.66%	SY	\$18.93
Modular Carpet - Type 6,6 Nylon	1425602500	Permian		50cm x 50cm	\$65.44	57.54%	SY	\$27.79
Modular Carpet - Type 6 Nylon	127840AK00	PH210 QS	Phonic	25cm x 1m	\$56.47	63.61%	SY	\$20.55
Modular Carpet - Type 6 Nylon	127850AK00	PH211 QS	Phonic	25cm x 1m	\$56.47	63.61%	SY	\$20.55
Modular Carpet - Type 6 Nylon	1386602500	Pin Line QS		50cm x 50cm	\$48.41	60.91%	SY	\$18.93
Modular Carpet - Type 6 Nylon	139250AK00	Plain Stitch	Visual Code	25cm x 1m	\$59.15	65.17%	SY	\$20.60
Modular Carpet - Type 6 Nylon	1381502500	Plain Weave (i2)	Tribal Weaver	50cm x 50cm	\$61.14	57.39%	SY	\$26.05
Modular Carpet - Type 6,6 Nylon	1467202500	Platform QS	Platform	50cm x 50cm	\$52.55	62.96%	SY	\$19.47
Modular Carpet - Type 6 Nylon	1396802500	PlushMix	TexMix	50cm x 50cm	\$67.00	58.11%	SY	\$28.06
Modular Carpet - Type 6,6 Nylon	1234902500	Prairie Grass	Biodiversity	50cm x 50cm	\$67.67	58.65%	SY	\$27.98
Modular Carpet - Type 6,6 Nylon	1471702500	Prairie Grass Loop	Biodiversity Loop	50cm x 50cm	\$59.50	58.33%	SY	\$24.79
Modular Carpet - Type 6,6 Nylon	1462102500	Primary Stitch QS		50cm x 50cm	\$50.40	63.52%	SY	\$18.39
Modular Carpet - Type 6,6 Nylon	146210AB00	Primary Stitch (P)		50cm x 1m	\$59.87	60.67%	SY	\$23.54
Modular Carpet - Type 6 Nylon	1381102500	Profile (i2) QS	Form and Function	50cm x 50cm	\$51.20	63.79%	SY	\$18.54
Modular Carpet - Type 6,6 Nylon	142660AK00	Progression I	Global Change	25cm x 1m	\$103.56	65.54%	SY	\$35.69
Modular Carpet - Type 6,6 Nylon	142670AK00	Progression II QS	Global Change	25cm x 1m	\$60.30	60.54%	SY	\$23.79
Modular Carpet - Type 6,6 Nylon	147240AK00	Progression III	Global Change	25cm x 1m	\$55.44	63.91%	SY	\$20.01
Modular Carpet - Type 6,6 Nylon	1463102500	Psychedelic (i2)	Chenille Warp	50cm x 50cm	\$57.52	58.50%	SY	\$23.87
Modular Carpet - Type 6,6 Nylon	1426802500	Raku	Global Change	50cm x 50cm	\$110.55	63.80%	SY	\$40.02
Modular Carpet - Type 6 Nylon	126690250H	Raw (i2)		50cm x 50cm	\$106.46	62.76%	SY	\$39.65
Modular Carpet - Type 6 Nylon	127530AK0H	Reclaim (i2) QS		25cm x 1m	\$73.28	58.76%	SY	\$30.22
Modular Carpet - Type 6,6 Nylon	1425002500	Reduce		50cm x 50cm	\$67.72	57.63%	SY	\$28.69

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6,6 Nylon	1232102500	Reincarnation	Redo	50cm x 50cm	\$69.16	58.73%	SY	\$28.55
Modular Carpet - Type 6,6 Nylon	1232302500	Reissued	Redo	50cm x 50cm	\$69.16	58.73%	SY	\$28.55
Modular Carpet - Type 6,6 Nylon	1232202500	Remade	Redo	50cm x 50cm	\$69.16	58.73%	SY	\$28.55
Modular Carpet - Type 6,6 Nylon	1472102500	Roy G Biv		50cm x 50cm	\$53.62	58.42%	SY	\$22.29
Modular Carpet - Type 6,6 Nylon	1424102500	S102	1000 Series	50cm x 50cm	\$56.08	58.58%	SY	\$23.23
Modular Carpet - Type 6,6 Nylon	1424202500	S103	1000 Series	50cm x 50cm	\$56.08	58.58%	SY	\$23.23
Modular Carpet - Type 6,6 Nylon	1424302500	S104	1000 Series	50cm x 50cm	\$56.08	58.58%	SY	\$23.23
Modular Carpet - Type 6,6 Nylon	1424402500	S105	1000 Series	50cm x 50cm	\$55.21	58.53%	SY	\$22.90
Modular Carpet - Type 6,6 Nylon	1424502500	S201 (i2)	2000 Series	50cm x 50cm	\$61.79	58.29%	SY	\$25.77
Modular Carpet - Type 6,6 Nylon	1424602500	S202 (i2)	2000 Series	50cm x 50cm	\$63.01	58.21%	SY	\$26.33
Modular Carpet - Type 6,6 Nylon	1466802500	San Roco	Pietra	50cm x 50cm	\$67.74	58.23%	SY	\$28.30
Modular Carpet - Type 6,6 Nylon	146680AB00	San Roco (P)	Pietra	50cm x 1m	\$74.02	60.35%	SY	\$29.35
Modular Carpet - Type 6,6 Nylon	3080302505	Scandinavian	European Union	50cm x 50cm	\$63.15	57.54%	SY	\$26.82
Modular Carpet - Type 6 Nylon	1286302500	Sett in Stone (i2)	Human Connections	50cm x 50cm	\$75.60	64.95%	SY	\$26.50
Modular Carpet - Type 6,6 Nylon	1462002500	Sew Straight QS		50cm x 50cm	\$50.40	63.52%	SY	\$18.39
Modular Carpet - Type 6,6 Nylon	146200AB00	Sew Straight (P)		50cm x 1m	\$59.87	60.67%	SY	\$23.54
Modular Carpet - Type 6 Nylon	139390AK00	Shaded Pigment	Simple Abstraction	25cm x 1m	\$69.34	58.41%	SY	\$28.84
Modular Carpet - Type 6,6 Nylon	142690AK00	Shading	Global Change	25cm x 1m	\$117.60	65.97%	SY	\$40.02
Modular Carpet - Type 6 Nylon	1284502500	Shadow Box Loop	World Woven	50cm x 50cm	\$55.32	60.70%	SY	\$21.74
Modular Carpet - Type 6 Nylon	1284602500	Shadow Box Velour	World Woven	50cm x 50cm	\$68.56	60.33%	SY	\$27.20
Modular Carpet - Type 6 Nylon	127410AK00	Shiver Me Timbers (i2) QS		25cm x 1m	\$60.99	60.10%	SY	\$24.33
Modular Carpet - Type 6,6 Nylon	1468402500	Sidetrack QS		50cm x 50cm	\$52.55	58.35%	SY	\$21.89
Modular Carpet - Type 6 Nylon	138770AK00	SL910 QS	Silver Linings	25cm x 1m	\$62.26	59.18%	SY	\$25.42
Modular Carpet - Type 6 Nylon	138780AK00	SL920 QS	Silver Linings	25cm x 1m	\$62.26	59.18%	SY	\$25.42
Modular Carpet - Type 6 Nylon	138790AK00	SL930 (i2) QS	Silver Linings	25cm x 1m	\$64.60	60.66%	SY	\$25.42
Modular Carpet - Type 6 Nylon	139000AK00	Snow Moon	Evensong	25cm x 1m	\$55.25	62.81%	SY	\$20.55
Modular Carpet - Type 6 Nylon	1388402500	SR699	Step Repeat (Walk Off Tile)	50cm x 50cm	\$70.40	55.94%	SY	\$31.02
Modular Carpet - Type 6 Nylon	1388502500	SR799	Step Repeat (Walk Off Tile)	50cm x 50cm	\$69.21	56.01%	SY	\$30.45

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Category	Product No.	Product Description		Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6 Nylon	1388602500	SR899	QS	Step Repeat (Walk Off Tile)	50cm x 50cm	\$69.25	56.04%	SY	\$30.45
Modular Carpet - Type 6 Nylon	1388702500	SR999	QS	Step Repeat (Walk Off Tile)	50cm x 50cm	\$70.44	54.50%	SY	\$32.05
Modular Carpet - Type 6,6 Nylon	142640AK00	SS217	QS	Street Smart	25cm x 1m	\$53.11	59.27%	SY	\$21.63
Modular Carpet - Type 6,6 Nylon	142650AK00	SS218	QS	Street Smart	25cm x 1m	\$59.92	63.90%	SY	\$21.63
Modular Carpet - Type 6 Nylon	139280AK00	Static Lines		Visual Code	25cm x 1m	\$88.00	66.06%	SY	\$29.87
Modular Carpet - Type 6,6 Nylon	1417502500	Step Aside		Look Both Ways	50cm x 50cm	\$104.80	65.60%	SY	\$36.05
Modular Carpet - Type 6,6 Nylon	1417402500	Step In Time		Look Both Ways	50cm x 50cm	\$84.42	66.45%	SY	\$28.33
Modular Carpet - Type 6,6 Nylon	1473802500	Step It Up		Look Both Ways	50cm x 50cm	\$58.40	66.49%	SY	\$19.57
Modular Carpet - Type 6,6 Nylon	1417602500	Step This Way		Look Both Ways	50cm x 50cm	\$95.20	65.38%	SY	\$32.96
Modular Carpet - Type 6 Nylon	139260AK00	Stitch Count		Visual Code	25cm x 1m	\$72.78	64.34%	SY	\$25.96
Modular Carpet - Type 6 Nylon	137880AK00	Stitch In Time	QS	World Woven	25cm x 1m	\$73.79	64.75%	SY	\$26.01
Modular Carpet - Type 6 Nylon	139270AK00	Stitchery		Visual Code	25cm x 1m	\$58.64	64.87%	SY	\$20.60
Modular Carpet - Type 6,6 Nylon	1462302500	Straight Edge	QS		50cm x 50cm	\$53.62	58.42%	SY	\$22.29
Modular Carpet - Type 6 Nylon	1392202500	Striation			50cm x 50cm	\$61.92	57.10%	SY	\$26.56
Modular Carpet - Type 6 Nylon	1385502500	Stroud II			50cm x 50cm	\$62.65	57.74%	SY	\$26.47
Modular Carpet - Type 6,6 Nylon	19BH202500	Student Council		Klass Rooms	50cm x 50cm	\$60.09	58.50%	SY	\$24.94
Modular Carpet - Type 6 Nylon	1255902500	Sublet		Second Story	50cm x 50cm	\$60.80	66.12%	SY	\$20.60
Modular Carpet - Type 6 Nylon	1632002500	Summerhouse Brights (i2)	QS	World Woven	50cm x 50cm	\$63.58	59.18%	SY	\$25.96
Modular Carpet - Type 6 Nylon	163190AK00	Summerhouse Shades (i2)	QS	World Woven	25cm x 1m	\$66.54	63.43%	SY	\$24.33
Modular Carpet - Type 6 Nylon	1240202500	Syncopation		Syncopation	50cm x 50cm	\$66.44	57.89%	SY	\$27.98
Modular Carpet - Type 6,6 Nylon	1413702500	Tectonics		Tectonics	50cm x 50cm	\$68.97	58.81%	SY	\$28.41
Modular Carpet - Type 6,6 Nylon	141370AB00	Tectonics (P)		Tectonics	50cm x 1m	\$73.53	60.99%	SY	\$28.69
Modular Carpet - Type 6,6 Nylon	1467302500	The Standard (i2)	QS		50cm x 50cm	\$46.40	63.37%	SY	\$17.00
Modular Carpet - Type 6 Nylon	128470AK00	Tide Pool Ripple		Tide Pool	25cm x 1m	\$91.86	54.62%	SY	\$41.68
Modular Carpet - Type 6 Nylon	163180AK00	Tide Pool Wave		Tide Pool	25cm x 1m	\$62.26	52.71%	SY	\$29.44
Modular Carpet - Type 6 Nylon	128480AK00	Tide Pool Whirl		Tide Pool	25cm x 1m	\$94.25	54.59%	SY	\$42.80
Modular Carpet - Type 6,6 Nylon	1465202500	To Scale (i2)	QS	Architectural Plans	50cm x 50cm	\$52.92	63.73%	SY	\$19.20
Modular Carpet - Type 6 Nylon	6059102505	Touch & Tones 101		Touch & Tones	50cm x 50cm	\$64.13	59.72%	SY	\$25.83

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Modular Carpet - Type 6 Nylon	6059202505	Touch & Tones 102	Touch & Tones	50cm x 50cm	\$84.83	62.58%	SY	\$31.74
Modular Carpet - Type 6 Nylon	6059302505	Touch & Tones 103	Touch & Tones	50cm x 50cm	\$107.22	61.72%	SY	\$41.04
Modular Carpet - Type 6 Nylon	606210AK05	Touch of Timber		50cm x 50cm	\$60.44	57.26%	SY	\$25.83
Modular Carpet - Type 6 Nylon	124960AK00	Trio QS		25cm x 1m	\$71.16	53.54%	SY	\$33.06
Modular Carpet - Type 6 Nylon	6078002505	Twist & Shine Micro		50cm x 50cm	\$60.40	62.76%	SY	\$22.49
Modular Carpet - Type 6 Nylon	127110250H	UR101 QS	Urban Retreat	50cm x 50cm	\$102.82	62.76%	SY	\$38.29
Modular Carpet - Type 6 Nylon	127100250H	UR102 QS	Urban Retreat	50cm x 50cm	\$102.82	62.76%	SY	\$38.29
Modular Carpet - Type 6 Nylon	127120250H	UR103 QS	Urban Retreat	50cm x 50cm	\$93.43	62.76%	SY	\$34.79
Modular Carpet - Type 6 Nylon	126930250H	UR201	Urban Retreat	50cm x 50cm	\$81.23	62.76%	SY	\$30.25
Modular Carpet - Type 6 Nylon	126980250H	UR202	Urban Retreat	50cm x 50cm	\$77.62	62.76%	SY	\$28.91
Modular Carpet - Type 6 Nylon	126970250H	UR203	Urban Retreat	50cm x 50cm	\$77.62	62.76%	SY	\$28.91
Modular Carpet - Type 6 Nylon	127130200H	UR301	Urban Retreat	1m x 1m	\$110.57	61.76%	SY	\$42.28
Modular Carpet - Type 6 Nylon	127130250H	UR301	Urban Retreat	50cm x 50cm	\$104.24	62.59%	SY	\$38.99
Modular Carpet - Type 6 Nylon	127000250H	UR302	Urban Retreat	50cm x 50cm	\$70.15	62.76%	SY	\$26.12
Modular Carpet - Type 6 Nylon	126990250H	UR303 QS	Urban Retreat	50cm x 50cm	\$67.13	58.97%	SY	\$27.54
Modular Carpet - Type 6 Nylon	1273602500	UR304 QS	Urban Retreat	50cm x 50cm	\$63.94	56.92%	SY	\$27.54
Modular Carpet - Type 6 Nylon	127340AK0H	UR501	Urban Retreat	25cm x 1m	\$79.49	57.55%	SY	\$33.74
Modular Carpet - Type 6,6 Nylon	1468802500	Urban Grid II (i2)	Viewpoint II	50cm x 50cm	\$57.73	58.38%	SY	\$24.03
Modular Carpet - Type 6 Nylon	1386502500	Vector QS		50cm x 50cm	\$46.75	59.52%	SY	\$18.93
Modular Carpet - Type 6 Nylon	163280AK00	Veiled Brushwork	Simple Abstraction	25cm x 1m	\$60.80	64.42%	SY	\$21.63
Modular Carpet - Type 6,6 Nylon	1235702500	Vermont		50cm x 50cm	\$68.84	60.61%	SY	\$27.12
Modular Carpet - Type 6,6 Nylon	123570AB00	Vermont (P)		50cm x 1m	\$75.13	62.57%	SY	\$28.12
Modular Carpet - Type 6 Nylon	138680AK00	Verticals (i2) QS		25cm x 1m	\$56.42	59.83%	SY	\$22.66
Modular Carpet - Type 6 Nylon	125610AK00	Video Spectrum	Simple Abstraction	25cm x 1m	\$66.29	59.60%	SY	\$26.78
Modular Carpet - Type 6,6 Nylon	146500250H	Viva Colores QS	Cartera	50cm x 50cm	\$66.07	62.76%	SY	\$24.61
Modular Carpet - Type 6,6 Nylon	146500AK0H	Viva Colores (P)		25cm x 1m	\$66.07	62.76%	SY	\$24.61
Modular Carpet - Type 6 Nylon	126440AK00	Walk the Plank (i2) QS		25cm x 1m	\$69.57	52.47%	SY	\$33.06
Modular Carpet - Type 6 Nylon	125520AK00	WE151	Whole Earth	25cm x 1m	\$66.89	53.48%	SY	\$31.12

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)	
Modular Carpet - Type 6 Nylon	124990AK00	WE152	Whole Earth	25cm x 1m	\$66.89	53.48%	SY	\$31.12	
Modular Carpet - Type 6 Nylon	125000AK00	WE153	Whole Earth	25cm x 1m	\$66.89	53.48%	SY	\$31.12	
Modular Carpet - Type 6 Nylon	125510AK00	WE154	Whole Earth	25cm x 1m	\$66.89	53.48%	SY	\$31.12	
Modular Carpet - Type 6,6 Nylon	1467002500	Wind II		50cm x 50cm	\$53.90	58.30%	SY	\$22.48	
Modular Carpet - Type 6 Nylon	138990AK00	Winter Sun	Evensong	25cm x 1m	\$57.12	64.03%	SY	\$20.55	
Modular Carpet - Type 6 Nylon	19DR602500	Work (i2) QS	First Option	50cm x 50cm	\$47.62	61.39%	SY	\$18.39	
Modular Carpet - Type 6,6 Nylon	1413602500	Worn Again		50cm x 50cm	\$67.25	58.91%	SY	\$27.63	
Modular Carpet - Type 6 Nylon	128190AK00	WW860 QS	World Woven	25cm x 1m	\$58.26	60.01%	SY	\$23.30	
Modular Carpet - Type 6 Nylon	128210AK00	WW865 QS	World Woven	25cm x 1m	\$58.26	60.01%	SY	\$23.30	
Modular Carpet - Type 6 Nylon	138930AK00	WW870 QS	World Woven	25cm x 1m	\$66.54	59.75%	SY	\$26.78	
Modular Carpet - Type 6 Nylon	128200AK00	WW880 QS	World Woven	25cm x 1m	\$69.53	59.31%	SY	\$28.29	
Modular Carpet - Type 6 Nylon	128240AK00	WW890	World Woven	25cm x 1m	\$101.28	60.23%	SY	\$40.28	
Modular Carpet - Type 6 Nylon	128220AK00	WW895 QS	World Woven	25cm x 1m	\$101.28	60.23%	SY	\$40.28	
	Modular Carpet Custom Colors	Custom colors options (ADD ON \$) of proposed established standard styles: (100 SY Minimum Order)						SY	\$5.00
Adhesive: Carpet	111486	Adhesive: TacTiles® Non-wet Adhesive (1 Roll) for Modular Carpet with GlasBac®; GlasBac® RE Backings			\$120.00	31.33%	Ea.	\$82.40	
Adhesive: Carpet	111487	Adhesive: TacTiles® Non-wet Adhesive (6 Rolls) for Modular Carpet with GlasBac®; GlasBac® RE Backings			\$720.00	32.05%	Ea.	\$489.25	
Adhesive: Carpet	643249	Adhesive: TacTiles® Non-wet Adhesive (1 Roll) for Modular Carpet with Graphlar®; Graphlex® Backings			\$120.00	31.33%	Ea.	\$82.40	
Adhesive: Carpet	1001416	Adhesive: 2000 Plus (1 Gallon) for LVT and Modular Carpet with GlasBac®; GlasBac® RE, Graphlar®; Graphlex® Backings			\$41.25	31.33%	Ea.	\$28.33	
Adhesive: Carpet	1001417	Adhesive: 2000 Plus (4 Gallon) for LVT and Modular Carpet with GlasBac®; GlasBac® RE, Graphlar®; Graphlex® Backings			\$142.50	31.33%	Ea.	\$97.85	
Adhesive: Carpet	632861	Adhesive: TriSeal (4 Gallon) for LVT and Modular Carpet with GlasBac®; GlasBac® RE, Graphlar®; Graphlex® Backings			\$150.00	31.33%	Ea.	\$103.00	
* Styles highlighted reflect previously purchased styles by the University of California campuses									

Supplier: Interface Americas, Inc. (and its subsidiaries)
 Price List: Active 8/13/2019 to 12/31/2020

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CARBON NEUTRAL FLOORING™

Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Luxury Vinyl Tile	B001	Steady Stride Woodgrains 3mm *Launches September 2019		25cm x 1m	\$4.60	61.93%	SF	\$1.75
Luxury Vinyl Tile	B002	Steady Stride Concrete 3mm *Launches September 2019		50cm x 50cm	\$4.60	61.93%	SF	\$1.75
Luxury Vinyl Tile	A001	Natural Stones 4.5mm	QS Level Set	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A002	Natural Woodgrains 4.5mm	QS Level Set	25cm x 1m	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A003	Textured Stones 4.5mm	QS Level Set	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A004	Textured Woodgrains 4.5mm	QS Level Set	25cm x 1m	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A006	Boundary Metallic 4.5mm		25cm x 1m	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A007	Studio Set 4.5mm	QS	25cm x 1m	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A008	Native Fabric 4.5mm		50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A009	Drawn Lines 4.5mm		25cm x 1m	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A012	Walk Of Life 4.5mm	Look Both Ways	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A013	Walk The Aisle 4.5mm	Look Both Ways	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A014	Walk About 4.5mm	Look Both Ways	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Luxury Vinyl Tile	A015	Walk On By 4.5mm	Look Both Ways	50cm x 50cm	\$7.20	59.78%	SF	\$2.90
Adhesive: LVT	1001416	Adhesive: 2000 Plus (1 Gallon) for LVT			\$41.25	31.33%	Ea.	\$28.33
Adhesive: LVT	1001417	Adhesive: 2000 Plus (4 Gallon) for LVT			\$142.50	31.33%	Ea.	\$97.85
Adhesive: LVT	632861	Adhesive: TriSeal (4 Gallon) for LVT			\$150.00	31.33%	Ea.	\$103.00

Supplier: Interface Americas, Inc. (and its subsidiaries)
Price List: Active 8/13/2019 to 12/31/2020

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Resilient Rubber Tile	405-1902 (5050101)	825 round 3.2 mm, 20" x 20" Rubber Tile	norament®	20" x 20"	\$6.98	19.43%	SF	\$5.62
Resilient Rubber Tile	401-0354	926 round 4.0 mm, 40" x 40" Rubber Tile	norament®	40" x 40"	\$7.54	17.63%	SF	\$6.21
Resilient Rubber Tile	787-3118 (5059668)	arago 3.5 mm, 40" x 20" Rubber Tile	norament®	40" x 20"	\$11.81	11.22%	SF	\$10.49
Resilient Rubber Tile	595-1880 (5050181)	grano 3.5 mm, 40" x 40" Rubber Tile	norament®	40" x 40"	\$10.16	24.07%	SF	\$7.71
Resilient Rubber Tile	595-1912	grano 3.5 mm hammered, 25" x 25" Rubber Tile for Raised Access Flooring	norament®	25" x 25"	\$13.24	6.26%	SF	\$12.41
Resilient Rubber Tile	405-1910 (5059378)	hammered 2.7 mm, 20" x 20" Rubber Tile	norament®	20" x 20"	\$6.98	10.13%	SF	\$6.27
Resilient Rubber Tile	547-1880 (5059445)	satura 3.5 mm, 40" x 40" Rubber Tile	norament®	40" x 40"	\$10.16	12.61%	SF	\$8.88
Resilient Rubber Tile	529-1880 (5059494)	xp 3.5 mm, 40" x 40" Rubber Tile	norament®	40" x 40"	\$10.91	12.39%	SF	\$9.56
Resilient Rubber Tile	530-325	xp trac 3.5 mm, 40" x 40" Rubber Tile	norament®	40" x 40"	\$12.20	11.77%	SF	\$10.76
Resilient Rubber Tile	789-3122 (5059673)	arago nTx 3.5 mm, 40" x 20" Rubber Tile (Min. Order Qty Required)	norament® nTx	40" x 20"	\$13.11	9.81%	SF	\$11.82
Resilient Rubber Tile	437-3111 (5059640)	grano nTx 3.5 mm, 40" x 40" Rubber Tile (Min. Order Qty Required)	norament® nTx	40" x 40"	\$11.46	10.75%	SF	\$10.23
Resilient Rubber Tile	438-3111 (5059642)	satura nTx 3.5 mm, 40" x 40" Rubber Tile (Min. Order Qty Required)	norament® nTx	40" x 40"	\$11.46	10.75%	SF	\$10.23
Resilient Rubber Tile	442-3111 (5059662)	xp nTx 3.5 mm, 40" x 40" Rubber Tile (Min. Order Qty Required)	norament® nTx	40" x 40"	\$12.21	10.67%	SF	\$10.91
Resilient Rubber Tile	444-3134	xp trac nTx 3.5 mm, 40" x 40" Rubber Tile (Min. Order Qty Required)	norament® nTx	40" x 40"	\$12.60	10.49%	SF	\$11.28
Resilient Rubber Tile	860-0354 (5050112)	920 4.0 mm high fire-retardant properties, 40" x 40" Speciality Rubber Tile	norament® speciality	40" x 40"	\$13.89	12.35%	SF	\$12.17
Resilient Rubber Tile	868-1955 (5050113)	992 9.0 mm Extreme Wear Resistance, 40" x 40" Speciality Rubber Tile	norament® speciality	40" x 40"	\$13.72	12.01%	SF	\$12.07
Resilient Rubber Tile	418-1955 (5050109)	992 grano 9.0 mm Extreme Wear Resistance, 40" x 40" Speciality Rubber Tile	norament® speciality	40" x 40"	\$14.37	11.69%	SF	\$12.69
Resilient Rubber Tile	409-1880 (5050184)	grano ed 3.5 mm, 40" x 40" Speciality Rubber Tile	norament® speciality	40" x 40"	\$15.59	10.94%	SF	\$13.88
Resilient Rubber Tile	409-1912	grano ed 3.5 mm hammered, 25" x 25" Rubber Tile for Raised Access Flooring	norament® speciality	25" x 25"	\$17.75	23.11%	SF	\$13.65
Resilient Rubber Sheet Goods	446-1490 (5050115)	eco 2.0 mm, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$4.33	10.32%	SF	\$3.88
Resilient Rubber Sheet Goods	691-1462 (5050128)	environcare™ 2.0 mm, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$6.15	15.76%	SF	\$5.18
Resilient Rubber Sheet Goods	691-1463 (5050129)	environcare™ 3.0 mm, 39' x 48" Rubber Sheet Goods	noraplan®	39' x 48"	\$8.29	16.01%	SF	\$6.96
Resilient Rubber Sheet Goods	786-166B (5059654)	lona 2.0 mm, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$5.90	6.25%	SF	\$5.53
Resilient Rubber Sheet Goods	786-167B (5059658)	lona 3.0 mm, 39' x 48" Rubber Sheet Goods	noraplan®	39' x 48"	\$8.40	11.84%	SF	\$7.41
Resilient Rubber Sheet Goods	550-1700 (5059410)	sentica 2.0 mm, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$6.15	15.76%	SF	\$5.18
Resilient Rubber Sheet Goods	550-1701 (5059419)	sentica 3.0 mm, 39' x 48" Rubber Sheet Goods	noraplan®	39' x 48"	\$8.29	16.01%	SF	\$6.96
Resilient Rubber Sheet Goods	470-149 (5050159)	stone 2.0 mm reflection breaking surface, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$4.20	10.49%	SF	\$3.76
Resilient Rubber Sheet Goods	511-1640 (5059404)	unita 2.0 mm w/ discretely dispersed granite chips, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$7.17	10.50%	SF	\$6.42
Resilient Rubber Sheet Goods	511-1650 (5059406)	unita 2.0 mm w/ glimmering dispersed granite, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$7.17	10.50%	SF	\$6.42
Resilient Rubber Sheet Goods	776-172A (5059564)	valua 2.0 mm, accent, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$6.46	15.65%	SF	\$5.45
Resilient Rubber Sheet Goods	776-174A (5059568)	valua 2.0 mm, marbleized, 49' x 48" Rubber Sheet Goods	noraplan®	49' x 48"	\$6.46	15.65%	SF	\$5.45
Resilient Rubber Sheet Goods	776-173A (5059566)	valua 3.0 mm, accent, 39' x 48" Rubber Sheet Goods	noraplan®	39' x 48"	\$8.71	16.16%	SF	\$7.30
Resilient Rubber Sheet Goods	776-175A (5059570)	valua 3.0 mm, marbleized, 39' x 48" Rubber Sheet Goods	noraplan®	39' x 48"	\$8.71	16.16%	SF	\$7.30
Resilient Rubber Tile	446-2490 (5050116)	eco 2.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$4.33	10.32%	SF	\$3.88

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Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Resilient Rubber Tile	691-2462 (5050130)	environcare™ 2.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$6.15	15.76%	SF	\$5.18
Resilient Rubber Tile	691-2463 (5050131)	environcare™ 3.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$8.29	16.01%	SF	\$6.96
Resilient Rubber Tile	786-266B (5059656)	lona 2.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$5.90	6.25%	SF	\$5.53
Resilient Rubber Tile	786-267B (5059660)	lona 3.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$8.40	11.84%	SF	\$7.41
Resilient Rubber Tile	550-2700 (5059411)	sentica 2.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$6.15	15.76%	SF	\$5.18
Resilient Rubber Tile	550-2701 (5059420)	sentica 3.0 mm, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$8.29	16.01%	SF	\$6.96
Resilient Rubber Tile	470-249 (5050161)	stone 2.0 mm reflection breaking surface, 24" x 24" Rubber Tile	noraplan®	24" x 24"	\$4.20	10.49%	SF	\$3.76
Resilient Rubber Tile	776-273A (5059580)	valua 2.0 mm, 24" x 12" Rubber Tile	noraplan®	24" x 12"	\$9.80	18.65%	SF	\$7.97
Resilient Rubber Tile	776-272A (5059578)	valua 2.0 mm, 24" x 8" Rubber Tile	noraplan®	24" x 8"	\$9.80	18.65%	SF	\$7.97
Resilient Rubber Tile	776-274A (5059582)	valua 2.0 mm, 48" x 16" Rubber Tile	noraplan®	48" x 16"	\$9.80	18.65%	SF	\$7.97
Resilient Rubber Tile	776-276A (5059586)	valua 3.0 mm, 24" x 12" Rubber Tile	noraplan®	24" x 12"	\$11.75	18.30%	SF	\$9.60
Resilient Rubber Tile	776-275A (5059584)	valua 3.0 mm, 24" x 8" Rubber Tile	noraplan®	24" x 8"	\$11.75	18.30%	SF	\$9.60
Resilient Rubber Tile	776-277A (5059588)	valua 3.0 mm, 48" x 16" Rubber Tile	noraplan®	48" x 16"	\$11.75	18.30%	SF	\$9.60
Resilient Rubber Sheet Goods	536-158A (5059552)	eco nTx 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$6.15	10.57%	SF	\$5.50
Resilient Rubber Sheet Goods	534-156A (5059559)	environcare™ nTx 181C 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$8.32	15.82%	SF	\$7.00
Resilient Rubber Sheet Goods	534-157A (5059560)	environcare™ nTx 187C 3.0 mm, 39' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	39' x 48"	\$10.37	16.27%	SF	\$8.68
Resilient Rubber Sheet Goods	538-190B (5059679)	lona nTx 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$7.21	4.71%	SF	\$6.87
Resilient Rubber Sheet Goods	538-191B (5059682)	lona nTx 3.0 mm, 39' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	39' x 48"	\$12.15	3.19%	SF	\$11.76
Resilient Rubber Sheet Goods	532-182C (5059508)	sentica nTx 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$8.32	15.82%	SF	\$7.00
Resilient Rubber Sheet Goods	532-186C (5059547)	sentica nTx 3.0 mm, 39' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	39' x 48"	\$10.37	16.27%	SF	\$8.68
Resilient Rubber Sheet Goods	533-145A (5059548)	stone nTx 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$5.51	8.78%	SF	\$5.03
Resilient Rubber Sheet Goods	535-1698 (5059510)	unita nTx 2.0 mm, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$9.48	12.10%	SF	\$8.33
Resilient Rubber Sheet Goods	535-1699 (5059511)	unita nTx 2.0 mm w/ glitter, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$9.48	12.10%	SF	\$8.33
Resilient Rubber Sheet Goods	780-111B (5059598)	valua nTx 2.0 mm, accent, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$8.74	15.86%	SF	\$7.35
Resilient Rubber Sheet Goods	780-113B (5059602)	valua nTx 2.0 mm, marbled/accent, 49' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	49' x 48"	\$8.74	15.86%	SF	\$7.35
Resilient Rubber Sheet Goods	780-114B (5059604)	valua nTx 3.0 mm, marbled, 39' x 48" Rubber Sheet Goods (Min. Order Qty Required)	noraplan® nTx	39' x 48"	\$10.90	16.47%	SF	\$9.11
Resilient Rubber Tile	780-212B (5059608)	valua nTx 2.0 mm, 24" x 12" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	24" x 12"	\$11.11	16.19%	SF	\$9.31
Resilient Rubber Tile	780-211B (5059606)	valua nTx 2.0 mm, 24" x 8" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	24" x 8"	\$11.11	16.19%	SF	\$9.31
Resilient Rubber Tile	780-213B (5059610)	valua nTx 2.0 mm, 48" x 16" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	48" x 16"	\$11.11	16.19%	SF	\$9.31
Resilient Rubber Tile	780-215B (5059614)	valua nTx 3.0 mm, 24" x 12" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	24" x 12"	\$13.06	13.72%	SF	\$11.27
Resilient Rubber Tile	780-214B (5059612)	valua nTx 3.0 mm, 24" x 8" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	24" x 8"	\$13.06	13.72%	SF	\$11.27
Resilient Rubber Tile	780-216B (5059616)	valua nTx 3.0 mm, 48" x 16" Rubber Tile (Min. Order Qty Required)	noraplan® nTx	48" x 16"	\$13.06	13.72%	SF	\$11.27
Resilient Rubber Sheet Goods	693-1420 (5050132)	environcare acoustic 4.0 mm, 39' x 48" Speciality Rubber Sheet Goods	noraplan® speciality	39' x 48"	\$9.96	10.44%	SF	\$8.92
Resilient Rubber Sheet Goods	508-1390 (5050126)	environcare ed 2.0 mm, 49' x 48" Speciality Rubber Sheet Goods	noraplan® speciality	49' x 48"	\$9.41	9.92%	SF	\$8.48
Resilient Rubber Sheet Goods	545-1705 (5059423)	sentica acoustic 4.0 mm, 39' x 48" Speciality Rubber Sheet Goods	noraplan® speciality	39' x 48"	\$9.96	10.44%	SF	\$8.92
Resilient Rubber Sheet Goods	549-1702 (5059425)	sentica ed 2.0 mm, 49' x 48" Speciality Rubber Sheet Goods	noraplan® speciality	49' x 48"	\$9.41	9.92%	SF	\$8.48

Interface

CARBON NEUTRAL FLOORING™

Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Resilient Rubber Sheet Goods	508-2390 (5050127)	environcare ed 2.0 mm, 24" x 24" Speciality Rubber Sheet Goods	noraplan® speciality	24" x 24"	\$9.41	9.92%	SF	\$8.48
Resilient Rubber Sheet Goods	549-2702 (5059426)	sentica ed 2.0 mm, 24" x 24" Speciality Rubber Sheet Goods	noraplan® speciality	24" x 24"	\$9.41	9.92%	SF	\$8.48
Adhesive: Resilient (Rubber)	687-6556 (5059008)	Adhesive: Dryfix 750 Tape Adhesive. 30m x 75cm Roll for nora rubber flooring and accessories			\$563.21	23.70%	PC	\$429.71
Adhesive: Resilient (Rubber)	687-992 (5059009)	Adhesive: Profix 50 Tape Adhesive, 50mm x 50m Roll for nora rubber flooring and accessories			\$76.50	23.70%	PC	\$58.37
Adhesive: Resilient (Rubber)	687-993 (5059010)	Adhesive: Profix 90 Tape Adhesive, 90mm x 50m Roll for nora rubber flooring and accessories			\$133.45	23.70%	PC	\$101.82
Adhesive: Resilient (Rubber)	687-6650 (5059011)	Adhesive: Profix 145 Tape Adhesive, 145mm x 50m Roll for nora rubber flooring and accessories			\$234.82	23.70%	PC	\$179.16
Adhesive: Resilient (Rubber)	685-6696	Adhesive: PU 102 Adhesive 1.43 gal for nora rubber flooring and accessories			\$234.30	23.70%	PC	\$178.77
Adhesive: Resilient (Rubber)	790-6694	Adhesive: AC 100 Adhesive 3.08 gal for nora rubber flooring and accessories			\$174.54	23.70%	PC	\$133.17
Adhesive: Resilient (Rubber)	685-6695	Adhesive: ED 120 Adhesive 3.08 gal for nora rubber flooring and accessories			\$445.58	23.70%	PC	\$339.96
Adhesive: Resilient (Rubber)	682-6614 (5070015)	Adhesive: nTx 020 bond enhancer Bucket, 2.6 gal for nora rubber flooring and accessories			\$565.84	23.70%	PC	\$431.71
Stair Accessories:	572-465 (5050142) PC	round 5 mm Stairtreads 4' Length treads			\$64.25	12.21%	PC	\$56.40
Stair Accessories:	572-465 (5050142) LF	round 5 mm Stairtreads 4' Length treads			\$16.06	12.21%	LF	\$14.10
Stair Accessories:	572-466 (5050216) PC	round 5 mm Stairtreads 5' Length treads			\$80.32	12.23%	PC	\$70.49
Stair Accessories:	572-466 (5050216) LF	round 5 mm Stairtreads 5' Length treads			\$16.06	12.23%	LF	\$14.10
Stair Accessories:	572-467 (5050221) PC	round 5 mm Stairtreads 6' Length treads			\$96.38	12.23%	PC	\$84.59
Stair Accessories:	572-467 (5050221) LF	round 5 mm Stairtreads 6' Length treads			\$16.06	12.23%	LF	\$14.10
Stair Accessories:	572-479 (5059447) PC	hammered 5 mm Stairtreads 4' Length treads			\$64.25	12.21%	PC	\$56.40
Stair Accessories:	572-479 (5059447) LF	hammered 5 mm Stairtreads 4' Length treads			\$16.06	12.21%	LF	\$14.10
Stair Accessories:	572-468 (5059448) PC	hammered 5 mm Stairtreads 5' Length treads			\$80.32	12.23%	PC	\$70.49
Stair Accessories:	572-468 (5059448) LF	hammered 5 mm Stairtreads 5' Length treads			\$16.06	12.23%	LF	\$14.10
Stair Accessories:	572-469 (5059434) PC	hammered 5 mm Stairtreads 6' Length treads			\$96.38	12.23%	PC	\$84.59
Stair Accessories:	572-469 (5059434) LF	hammered 5 mm Stairtreads 6' Length treads			\$16.06	12.23%	LF	\$14.10
Stair Accessories:	407-479 (5050230) PC	grano 5 mm Stairtreads 4' Length treads			\$82.55	22.12%	PC	\$64.29
Stair Accessories:	407-479 (5050230) LF	grano 5 mm Stairtreads 4' Length treads			\$20.64	22.12%	LF	\$16.07
Stair Accessories:	407-468 (5050226) PC	grano 5 mm Stairtreads 5' Length treads			\$103.19	22.11%	PC	\$80.37
Stair Accessories:	407-468 (5050226) LF	grano 5 mm Stairtreads 5' Length treads			\$20.64	22.11%	LF	\$16.07
Stair Accessories:	407-469 (5050227) PC	grano 5 mm Stairtreads 6' Length treads			\$123.83	22.12%	PC	\$96.44
Stair Accessories:	407-469 (5050227) LF	grano 5 mm Stairtreads 6' Length treads			\$20.64	22.12%	LF	\$16.07
Stair Accessories:	556-479 (5059456) PC	satura 5 mm Stairtreads 4' Length treads			\$82.55	22.12%	PC	\$64.29
Stair Accessories:	556-479 (5059456) LF	satura 5 mm Stairtreads 4' Length treads			\$20.64	22.12%	LF	\$16.07
Stair Accessories:	556-468 (5059458) PC	satura 5 mm Stairtreads 5' Length treads			\$103.19	22.11%	PC	\$80.37
Stair Accessories:	556-468 (5059458) LF	satura 5 mm Stairtreads 5' Length treads			\$20.64	22.11%	LF	\$16.07
Stair Accessories:	556-469 (5059460) PC	satura 5 mm Stairtreads 6' Length treads			\$123.83	22.12%	PC	\$96.44
Stair Accessories:	556-469 (5059460) LF	satura 5 mm Stairtreads 6' Length treads			\$20.64	22.12%	LF	\$16.07
Stair Accessories:	571-465 (5050141) PC	920 4.5 mm Stairtreads 4' Length treads (Class A fire-rated)			\$125.53	19.17%	PC	\$101.47
Stair Accessories:	571-465 (5050141) LF	920 4.5 mm Stairtreads 4' Length treads (Class A fire-rated)			\$31.38	19.17%	LF	\$25.37

Interface

CARBON NEUTRAL FLOORING™

Category	Product No.	Product Description	Collection	Size	Retail List Price	Discount	UOM	Contract Price (Material Only)
Stair Accessories:	524-744 (5050150)	Banister trim A 5013 U banister trim 1pc = 2.5 m (8.2')			\$45.05	23.70%	LF	\$34.37
Stair Accessories:	523-805 (5050149)	Stair nosing T 5049 A/C 2-2.7 mm			\$12.56	23.65%	LF	\$9.59
Stair Accessories:	523-805 (5059126)	Stair nosing T 5049 E/F 3.5-4 mm			\$12.56	23.65%	LF	\$9.59
Stair Accessories:	523-802 (5050148)	Stair nosing T 5044 A/C 2-2.7 mm			\$12.56	23.65%	LF	\$9.59
Stair Accessories:	523-802 (5059129)	Stair nosing T 5044 E/F 3.5-4 mm			\$12.56	23.65%	LF	\$9.59
Stair Accessories:	VI Textured Strip	Inlaid Grit strip for nora stair accessories (ADD ON \$) (Visually impaired compliant with the ADA and state requirements)					LF	\$3.29
Stair Accessories:	VI Smooth Strip	Inlaid Smooth strip for nora stair accessories (ADD ON \$) (Visually impaired compliant with the ADA and state requirements)					LF	\$4.11
Stair Accessories:	687-907 (5059007)	Stepfix Tape Adhesive, 240mm x 50m Roll			\$302.17	23.70%	PC	\$230.54
Flooring Accessories:	792-946 (5050154)	Heat Welding Rod, 328 LF per roll			\$158.09	23.70%	RL	\$120.61
Flooring Accessories:	689-928 (5050152)	Cold weld - 1 part 1-part cold weld			\$59.45	23.70%	PC	\$45.36
Flooring Accessories:	452-0927 (5059020)	Cold weld starter kit Liquid wax (109914)/spatula (120184)			\$50.54	23.70%	PC	\$38.56
Wall Base:	522-712	Wall Base 2 1/2" cove or straight, 120 LF per roll			\$0.72	19.89%	LF	\$0.58
Wall Base:	522-820 (5050147)	Wall Base 4" cove, 120 LF per roll			\$0.83	14.37%	LF	\$0.71
Wall Base:	522-799 (5050147)	Wall Base 4" straight, 120 LF per roll			\$0.83	9.41%	LF	\$0.75
Wall Base:	522-796	Wall Base 6" cove or straight, 120 LF per roll			\$1.32	18.07%	LF	\$1.08
Wall Base:	521-817 (5050146)	Sanitary Wall Base 6", 3.5 mm for norament® tile flooring - roll 6" x 32.81'			\$15.70	22.78%	LF	\$12.12

* Styles highlighted reflect previously purchased styles by the University of California campuses

SUPPLIER / VENDOR : Interface Americas, Inc. (and its subsidiaries)

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com		New York Region		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC, TN, MS, AL, GA, SC, FL		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		Non-Continental Region: AK & HI	
or Local Dealers																			
INSTALLATION AND SUNDRY ITEMS		UOM	Labor Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate		
Installation - Monday - Friday Standard 8 Hour Shift			See Grid		See Grid														
Installation - Monday - Friday Overtime (ADD ON)		% Added	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%		
Installation - Saturday (ADD ON)		% Added	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%		
Installation - Sunday & Holidays (ADD ON)		% Added	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%		
Installation - Interface Carpet Tile (Labor Only)		Sq. Yd.	\$11.62	\$8.30	\$11.62	\$6.00	\$8.40	\$6.50	\$9.10	\$5.75	\$8.05	\$6.00	\$8.40	\$6.50	\$9.10	\$8.30	\$9.71	\$8.30	\$11.62
Installation - L I F T System Interface Carpet Tile Projects (labor only)		Sq. Yd.	\$21.35	\$15.25	\$21.35	\$13.40	\$18.76	\$14.40	\$20.16	\$13.40	\$18.76	\$13.40	\$18.76	\$13.40	\$18.76	\$15.25	\$21.35	\$15.25	\$21.35
Installation - Interface Luxury Vinyl Tile (labor only)		Sq. Ft.	\$4.56	\$2.75	\$3.85	\$1.60	\$2.24	\$1.80	\$2.52	\$2.35	\$3.29	\$1.60	\$2.24	\$2.35	\$3.29	\$2.75	\$4.56	\$2.75	\$3.85
Installation - Nora by Interface Rubber Tile (labor only)		Sq. Ft.	\$5.88	\$4.20	\$5.88	\$3.80	\$5.32	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88
Installation - Nora by Interface Rubber Sheet Goods (labor only)		Sq. Ft.	\$5.88	\$4.20	\$5.88	\$3.80	\$5.32	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88
Installation - Nora by Interface Heat Welding Rubber Flooring (Labor only)		Sq. Ft.	\$5.88	\$4.20	\$5.88	\$3.80	\$5.32	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88
Installation - Nora by Interface Flash Coving Rubber Flooring (Labor only)		Sq. Ft.	\$8.82	\$6.30	\$8.82	\$5.75	\$8.05	\$6.30	\$8.82	\$6.30	\$8.82	\$6.30	\$8.82	\$6.30	\$8.82	\$6.30	\$8.82	\$6.30	\$8.82
Installation - Nora by Interface Rubber Dissipative Flooring (Labor Only)		Sq. Ft.	\$5.88	\$4.20	\$5.88	\$3.80	\$5.32	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88	\$4.20	\$5.88
Installation - Nora by Interface Resilient Wall Base (labor only)		Ln. Ft.	\$2.10	\$1.50	\$2.10	\$1.40	\$1.96	\$1.20	\$1.68	\$1.20	\$1.68	\$1.20	\$1.68	\$1.20	\$1.68	\$1.50	\$2.10	\$1.50	\$2.10
Installation - Nora by Interface Stair treads (labor only)		Ln. Ft.	\$29.40	\$21.00	\$29.40	\$19.10	\$26.74	\$19.10	\$26.74	\$19.10	\$26.74	\$19.10	\$26.74	\$19.10	\$26.74	\$21.00	\$29.40	\$21.00	\$29.40
Installation - Nora by Interface Stair nosing (labor only)		Ln. Ft.	\$20.58	\$14.70	\$20.58	\$13.40	\$18.76	\$13.40	\$18.76	\$13.40	\$18.76	\$13.40	\$18.76	\$13.40	\$18.76	\$14.70	\$20.58	\$14.70	\$20.58
Installation - VCT (Armstrong) (labor only)		Sq. Ft.	\$1.96	\$1.40	\$1.96	\$1.20	\$1.68	\$1.20	\$1.68	\$1.20	\$1.68	\$1.20	\$1.68	\$1.20	\$1.68	\$1.40	\$1.96	\$1.40	\$1.96
Removal - Carpet Tile (labor only)		Sq. Yd.	\$2.94	\$2.10	\$2.94	\$1.90	\$2.66	\$2.90	\$4.06	\$1.90	\$2.66	\$1.90	\$2.66	\$2.10	\$2.94	\$2.10	\$5.59	\$2.10	\$2.94
Removal - Luxury Vinyl Tile (labor only)		Sq. Ft.	\$1.54	\$1.10	\$1.54	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$1.10	\$1.38	\$1.10	\$1.54
Removal - Rubber Tile (labor only)		Sq. Ft.	\$1.54	\$1.10	\$1.54	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$0.65	\$0.91	\$1.10	\$1.54	\$1.10	\$1.54
Removal - Rubber Sheet Goods (labor only)		Sq. Ft.	\$2.59	\$1.85	\$2.59	\$1.30	\$1.82	\$1.30	\$1.82	\$1.30	\$1.82	\$1.30	\$1.82	\$1.30	\$1.82	\$1.85	\$2.59	\$1.85	\$2.59
Removal - Rubber Sheet Goods (Stairs application) (labor only)		Sq. Ft.	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54	\$1.10	\$1.54
Removal - VCT (labor only)		Sq. Ft.	\$1.54	\$1.10	\$1.54	\$0.50	\$0.70	\$0.40	\$0.56	\$0.50	\$0.70	\$0.50	\$0.70	\$0.50	\$0.70	\$1.10	\$1.54	\$1.10	\$1.54
Removal - Broadloom direct glue down (labor only)		Sq. Yd.	\$5.25	\$3.75	\$5.25	\$2.78	\$3.89	\$2.78	\$3.89	\$2.78	\$3.89	\$2.78	\$3.89	\$2.78	\$3.89	\$3.75	\$5.25	\$3.75	\$5.25
Removal - Double Stick Installation (labor only)		Sq. Yd.	\$5.88	\$4.20	\$5.88	\$3.80	\$5.32	\$5.80	\$8.12	\$3.80	\$5.32	\$3.80	\$5.32	\$3.80	\$5.32	\$4.20	\$5.88	\$4.20	\$5.88
Removal - Sheet Vinyl (labor only)		Sq. Ft.	\$1.54	\$1.10	\$1.54	\$0.75	\$1.05	\$0.75	\$1.05	\$0.75	\$1.05	\$0.75	\$1.05	\$0.75	\$1.05	\$1.10	\$1.54	\$1.10	\$1.54



Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement Incentive

During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC Campuses annual incentive of 2% of net sales of products and services for e-Procurement activation. Incentive will be available to campuses that implement and activate Supplier's catalogue, whether hosted or punch-out.

(b) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(c) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(d) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(e) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties

additionally agree as follows: UC may require Supplier to “brand” Supplier’s Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier’s Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC’s prior written approval.

Supplier’s use of the UC Marks in the Punch-out Catalog must acknowledge UC’s ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier’s trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier’s right, title, and interest in and to Supplier’s Marks and Supplier’s exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party’s ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California’s Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix,

UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Bi-annually

- Price Changes: Annually
 - Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
 - If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications