



**UNIVERSITY  
OF  
CALIFORNIA**

## **Purchasing Agreement 2020002149**

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 Mohawk Commercial, 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 15<sup>th</sup>, 2020 through April 14<sup>th</sup>, 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 Net60**

## 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:

<b>Name</b>	Reynaldo Cano-Boza
<b>Phone</b>	510.987.9893
<b>Email</b>	<a href="mailto:Reynaldo.cano-boza@ucop.edu">Reynaldo.cano-boza@ucop.edu</a>
<b>Address</b>	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

<b>Name</b>	David Stein
<b>Phone</b>	281.409.6690
<b>Email</b>	<a href="mailto:David_Stein@mohawkind.com">David_Stein@mohawkind.com</a>
<b>Address</b>	160 South Industrial Blvd.
	Calhoun, GA 30701

## 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 – **Mohawk Commercial, 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 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 thirty (30) 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 6, Section 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 warranties Supplier gives to any customer for the same or substantially similar goods or services. 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.

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, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to use, and display publicly such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. UC acknowledges and agrees that Supplier will use any Pre-Existing Materials in the Deliverables.

Article 18

Supplier affirms that, to Supplier’s knowledge in the regular course of its business, 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.

**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 2020002149
- 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**

DocuSigned by:  
**Justin Sullivan**  
(Signature) 884C40B...

**Justin Sullivan** Executive Director  
\_\_\_\_\_  
(Printed Name, Title)

4/23/2020

\_\_\_\_\_  
(Date)

**Mohawk Commercial, Inc.**

DocuSigned by:  
**Mike Gallman**  
(Signature) 64MB7060DBE485...

**Mike Gallman** President, Mohawk Group  
\_\_\_\_\_  
(Printed Name, Title)

4/16/2020

\_\_\_\_\_  
(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



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3. Personal and Advertising Injury \$ 1,000,000
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, Non-displacement of Qualified Workers;



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- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- 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](http://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 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, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation 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;
  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 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, 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. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>.

**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.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

**ARTICLE 27 – FORCE MAJEURE**

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).

**ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

**ARTICLE 29 – NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

**ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

**ARTICLE 32 – SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



**UNIVERSITY  
OF  
CALIFORNIA**

**Terms and Conditions of Purchase**

**ARTICLE 33 – WAIVER**

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

**ARTICLE 34 – AMENDMENTS**

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

**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, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

## ATTACHMENT A TO PURCHASING AGREEMENT #2020002149

### STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002149 dated April 15<sup>th</sup>, 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 15<sup>th</sup>, 2020 ("Effective Date") and continue through April 14<sup>th</sup>, 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	30 days following the end of the quarter
3	Monthly Purchase Reports	Provide Monthly purchase reports as defined in Attachment C.	Monthly Sales Reports	15 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	David Stein
Phone	281.409.6690
Email	<a href="mailto:David_Stein@mohawkind.com">David_Stein@mohawkind.com</a>
Address	160 South Industrial Blvd.
	Calhoun, GA 30701

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

<b>Name</b>	Reynaldo Cano-Boza
<b>Phone</b>	510.987.9893
<b>Email</b>	<a href="mailto:Reynaldo.cano-boza@ucop.edu">Reynaldo.cano-boza@ucop.edu</a>
<b>Address</b>	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)

Justin Sullivan Executive Director

\_\_\_\_\_  
(Printed Name, Title)

4/23/2020

\_\_\_\_\_  
(Date)

**Mohawk Commercial, Inc.**

DocuSigned by:  
**Mike Gallman**  
\_\_\_\_\_  
(Signature)

Mike Gallman President, Mohawk Group

\_\_\_\_\_  
(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.

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.

Supplier will format quarterly reporting 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
Subcontractor	Name of Subcontractor Business	E
Subcontractor's SBA Designation	Certified SBA Class	F
Total Invoice Amount for Services	All Labor Billing Performed by SBA	G
DIR Project ID	DIR Project Number	H



University of California Sales Reporting

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier's distribution network.

Supplier will provide monthly sales reporting in the following format:

<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
Category	Product   Service   Freight   Reclamation	E
Line Item Detail	SKU   Style   Labor Category	F
Total Invoice Amount for Line F	Total Amount Billed in USD (\$)	G
Billing Date	DD/MM/YY	H

Earned Growth Incentives

During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC campuses [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





Attachment D – National Price Schedule  
UCOP Agreement# 2020002149

Modular	Get Around	GT092	EcoFlex ICT	24x24	SY	Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Ground Strata II	GT159	EcoFlex NXT	24x24	SY	Duracolor	\$ 49.15	NONE	NO	YES
Modular	Hem	GT178	EcoFlex NXT	24x24	SY	Denim	\$ 41.19	NONE	NO	YES
Modular	Hem Plank	GT295	EcoFlex NXT	12x36	SY	Denim	\$ 48.92	NONE	NO	YES
Modular	Hidden Dimension	BT497	Ecoflex Matrix	24x24	SY	Colorstrand	\$ 25.75	NONE	NO	YES
Modular	High Marks	GT108	EcoFlex ICT	24x24	SY	Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Horsepower II	GT170	EcoFlex NXT	24x24	SY	Motorsport II	\$ 52.22	NONE	NO	YES
Modular	Hyper Earth Plank	BT405	EcoFlex ICT	12x36	SY	Colorstrand	\$ 38.88	Coal Fly Ash, PVC	NO	YES
Modular	In The Loop / QS	BT309	EcoFlex ICT	24x24	SY	Colorstrand	\$ 32.77	Coal Fly Ash, PVC	NO	YES
Modular	Inseam Plank	GT297	EcoFlex NXT	12x36	SY	Denim	\$ 48.92	NONE	NO	YES
Modular	Intercosmic	KT251	EcoFlex NXT	24x24	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	Intercosmic	KT251	EcoFlex NXT	24x24	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	It's a Sign II	GT162	EcoFlex NXT	24x24	SY	Sixth Sense II	\$ 57.33	NONE	NO	YES
Modular	Jacket II	GT171	EcoFlex NXT	24x24	SY	Menswear II	\$ 46.07	NONE	NO	YES
Modular	Jean	GT177	EcoFlex NXT	24x24	SY	Denim	\$ 41.19	NONE	NO	YES
Modular	Know-How	GT137	EcoFlex NXT	24x24	SY	Mind Over Matter	\$ 45.54	NONE	NO	YES
Modular	Lenticular Relief	KT240	EcoFlex NXT	24x24	SY	Moving Floors	\$ 74.43	NONE	NO	YES
Modular	Living World	KT253	EcoFlex NXT	24x24	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	Living World	KT253	EcoFlex NXT	24x24	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	MellowD	GT426	EcoFlex NXT	12x36	SY	Relaxing Floors	\$ 48.07	NONE	NO	YES
Modular	Metagalactic Plank	KT252	EcoFlex NXT	12x36	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	Metagalactic Plank	KT252	EcoFlex NXT	12x36	SY	Earth to Sky	\$ 70.34	NONE	NO	YES
Modular	Mischievous	GT151	EcoFlex NXT	24x24	SY	State of Mind II	\$ 48.12	NONE	NO	YES
Modular	New Basics III / QS	BT400	EcoFlex ICT	24x24	SY	Colorstrand	\$ 26.45	Coal Fly Ash, PVC	NO	YES
Modular	Off The Wall	GT195	EcoFlex NXT	24x24	SY	Street Thread	\$ 53.24	NONE	NO	YES
Modular	Photofinish II	GT169	EcoFlex NXT	24x24	SY	Motorsport II	\$ 52.22	NONE	NO	YES
Modular	Picture This / QS	BT334	EcoFlex ICT	24x24	SY	Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Pix II	GT158	EcoFlex NXT	24x24	SY	Sequences II	\$ 53.25	NONE	NO	YES
Modular	Plane High	KT236	EcoFlex NXT	24x24	SY	Moving Floors	\$ 70.34	NONE	NO	YES
Modular	Plane High	KT236	EcoFlex NXT	24x24	SY	Moving Floors	\$ 70.34	NONE	NO	YES
Modular	Plane Low	KT235	EcoFlex NXT	24x24	SY	Moving Floors	\$ 66.23	NONE	NO	YES
Modular	Plane Low	KT235	EcoFlex NXT	24x24	SY	Moving Floors	\$ 66.23	NONE	NO	YES
Modular	Pop Icon	GT194	EcoFlex NXT	24x24	SY	Street Thread	\$ 53.24	NONE	NO	YES
Modular	Posture / QS	BT407	EcoFlex ICT	24x24	SY	Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	RestD	GT427	EcoFlex NXT	12x36	SY	Relaxing Floors	\$ 48.07	NONE	NO	YES
Modular	Restore	BT417	EcoFlex ICT	24x24	SY	Colorstrand	\$ 37.58	Coal Fly Ash, PVC	NO	YES
Modular	Seek Unique / QS	BT335	EcoFlex ICT	24x24	SY	Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Selvedge	GT179	EcoFlex NXT	24x24	SY	Denim	\$ 41.19	NONE	NO	YES
Modular	Shirt II	GT173	EcoFlex NXT	24x24	SY	Menswear II	\$ 52.22	NONE	NO	YES
Modular	Solve II	BT416	EcoFlex ICT	24x24	SY	Colorstrand	\$ 37.58	Coal Fly Ash, PVC	NO	YES
Modular	Starting Over	GT316	EcoFlex NXT	24x24	SY	Starting Over	\$ 39.20	NONE	NO	YES
Modular	Step In Style II / QS	GT312	EcoFlex ICT	24x24	SY	Tuff Stuff II	\$ 78.46	Coal Fly Ash, PVC	NO	YES
Modular	Step Up II / QS	GT311	EcoFlex ICT	24x24	SY	Tuff Stuff II	\$ 89.71	Coal Fly Ash, PVC	NO	YES
Modular	Structured Mesh	GT380	EcoFlex NXT	24x24	SY	Uncovered	\$ 39.15	NONE	NO	YES
Modular	Super Fresh	GT196	EcoFlex NXT	24x24	SY	Street Thread	\$ 53.24	NONE	NO	YES
Modular	Take Note	GT090	EcoFlex ICT	24x24	SY	Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Taped Off	GT197	EcoFlex NXT	24x24	SY	Street Thread	\$ 50.74	NONE	NO	YES
Modular	The Field II	GT104	EcoFlex ICT	24x24	SY	Antron	\$ 56.27	Coal Fly Ash, PVC	NO	YES
Modular	The Flow	GT109	EcoFlex ICT	24x24	SY	Antron	\$ 50.69	Coal Fly Ash, PVC	NO	YES
Modular	The Groove II	GT103	EcoFlex ICT	24x24	SY	Antron	\$ 54.57	Coal Fly Ash, PVC	NO	YES
Modular	Transformative	GT324	EcoFlex NXT	24x24	SY	Serenity	\$ 49.86	NONE	NO	YES
Modular	Unexpected Texture	GT377	EcoFlex NXT	24x24	SY	Uncovered	\$ 40.86	NONE	NO	YES
Modular	Urban Terrain	GT413	EcoFlex Matrix	24x24	SY	Nutopia Matrix	\$ 32.61	NONE	NO	YES
Modular	Urban Transit	GT414	EcoFlex Matrix	24x24	SY	Nutopia Matrix	\$ 32.61	NONE	NO	YES
Modular	Vacant Beauty	GT101	EcoFlex ICT	24x24	SY	Antron	\$ 53.15	Coal Fly Ash, PVC	NO	YES
Modular	Vandal	BT358	EcoFlex ICT	24x24	SY	Colorstrand	\$ 28.67	Coal Fly Ash, PVC	NO	YES
Modular	Vest	GT172	EcoFlex NXT	24x24	SY	Menswear II	\$ 44.04	NONE	NO	YES
Modular	Wavelength	GT149	EcoFlex NXT	24x24	SY	Power Surge	\$ 47.01	NONE	NO	YES
Modular	Wellbeing	GT325	EcoFlex NXT	24x24	SY	Serenity	\$ 49.86	NONE	NO	YES
Broadloom	Chilled Check / QS	GL320	Unibond Plus	12'	SY	Get SmArt	\$ 29.18	NONE	NO	YES
Broadloom	Interplay / QS	GL415	Unibond Plus	12'	SY	Learn & Live	\$ 20.59	NONE	NO	YES
Broadloom	Interplay Stripe / QS	GL416	Unibond Plus	12'	SY	Learn & Live	\$ 20.59	NONE	NO	YES
Broadloom	Made to Move / QS	BQ219	Weldlok	12'	SY	Moving Forward	\$ 18.87	NONE	NO	YES
Broadloom	Matte Finish	GL421	Unibond Plus	12'	SY	Textural Effects	\$ 26.51	NONE	NO	YES
Broadloom	Mindful - 20 / QS	BQ395	Weldlok	12'	SY	Mindful	\$ 7.72	NONE	PET	YES
Broadloom	Mindful - 26 / QS	BQ396	Weldlok	12'	SY	Mindful	\$ 10.28	NONE	PET	YES
Broadloom	Mindful - Base / QS	BQ397	Weldlok	12'	SY	Mindful	\$ 7.30	NONE	PET	YES
Broadloom	Miranda Stitchlock / QS	GL417	Unibond Plus	12'	SY	Learn & Live	\$ 20.59	NONE	NO	YES
Broadloom	Moss Moderne	GL420	Unibond Plus	12'	SY	Textural Effects	\$ 27.46	NONE	NO	YES
Broadloom	On the Rise / QS	BQ221	Weldlok	12'	SY	Moving Forward	\$ 18.87	NONE	NO	YES
ERT	Active Tec Metro	C0072		18" x 18"	SF	Active Tec	\$ 5.71	NONE	NO	YES
ERT	Active Tec Slate	C0073		18" x 18"	SF	Active Tec	\$ 5.71	NONE	NO	YES
ERT	Active Tec Stone	C0071		18" x 18"	SF	Active Tec	\$ 5.71	NONE	NO	YES
ERT	Active Tec Travertine	C0074		18" x 18"	SF	Active Tec	\$ 5.71	NONE	NO	YES
ERT	Active Tec Wood	LP6		6" x 36"	SF	Active Tec	\$ 5.71	NONE	NO	YES
ERT	Antiek	C0015		9" x 48"	SF		\$ 5.45	NONE	NO	YES
ERT	Antiek	C0015		8" x 60"	SF		\$ 5.45	NONE	NO	YES
ERT	Bolder	C0010		36" x 36"	SF	Hot & Heavy	\$ 5.60	NONE	NO	YES
ERT	Centrato	C0104		7"x51"	SF		\$ 3.34	NONE	NO	YES
ERT	Edgeland	C0085		6" x 48"	SF		\$ 2.14	NONE	NO	YES
ERT	Etchworks	C0064		6" x 48"	SF		\$ 4.40	NONE	NO	YES
ERT	Grainiac	C0013		6" x 48"	SF		\$ 2.76	NONE	NO	YES
ERT	Grown Up	C0075		9" x 59"	SF	Hot & Heavy	\$ 6.60	NONE	NO	YES
ERT	Hemstitch	CR710		9.25"x59.25"	SF	Sakiori	\$ 7.39	NONE	NO	YES
ERT	Hit the Mark	C0095		7.25" x 48"	SF	Hit the Mark	\$ 6.09	NONE	NO	YES
ERT	Hit the Mark	C0095		18" x 36"	SF	Hit the Mark	\$ 6.09	NONE	NO	YES
ERT	Hit the Mark	C0095		12" x 24"	SF	Hit the Mark	\$ 6.09	NONE	NO	YES
ERT	Lajara	C0134		6" x 48"	SF		\$ 1.74	NONE	NO	YES
ERT	Lineate	C0089		9" x 59"	SF	Hot & Heavy	\$ 5.60	NONE	NO	YES
ERT	Linked	CR708		9.84"x39.37"	SF	Sakiori	\$ 7.39	NONE	NO	YES
ERT	Living Local Glue Down	C2039		6" x 48"	SF		\$ 3.34	NONE	NO	YES
ERT	Matuto Plus	C0101		12" x 24"	SF		\$ 4.73	NONE	NO	YES
ERT	Metal	C0059		18" x 36"	SF	Hot & Heavy	\$ 6.60	NONE	NO	YES
ERT	Mixte Solid	C0090		36" x 36"	SF	Hot & Heavy	\$ 5.60	NONE	NO	YES
ERT	Mixte Stripe	C0091		36" x 36"	SF	Hot & Heavy	\$ 5.60	NONE	NO	YES
ERT	Molveno Stones	C0109		11.75" x 35.75"	SF	Molveno	\$ 5.19	NONE	NO	YES
ERT	Molveno Woods	C0110		7.75" x 59.75"	SF	Molveno	\$ 5.19	NONE	NO	YES
ERT	Morikato Stone	C0016		18" x 36"	SF	Morikato	\$ 5.29	NONE	NO	YES
ERT	Morikato Stone	C0016		12" x 24"	SF	Morikato	\$ 5.29	NONE	NO	YES
ERT	Morikato Wood	C0016		7" x 48"	SF	Morikato	\$ 5.29	NONE	NO	YES
ERT	Pivot Point	C0113		7" x 48"	SF	Pivot Point	\$ 5.58	NONE	NO	YES
ERT	Pivot Point	C0113		36"x36"	SF	Pivot Point	\$ 5.58	NONE	NO	YES
ERT	Prizefighter	C0133		7"x48"	SF		\$ 5.19	NONE	NO	YES
ERT	Secoya	C0009		9" x 59"	SF	Hot & Heavy	\$ 5.60	NONE	NO	YES
ERT	Select Step II Stone	CR704		18"x36"	SF	Select Step II	\$ 4.19	NONE	NO	YES
ERT	Select Step II Wood	CR703		7.25"x48"	SF	Select Step II	\$ 4.19	NONE	NO	YES
ERT	Select Step Stone	C0007		18" x 18"	SF	Select Step	\$ 4.19	NONE	NO	YES
ERT	Select Step Stone	C0007		18" x 36"	SF	Select Step	\$ 4.19	NONE	NO	YES
ERT	Select Step Wood	C0007		7.25" x 48"	SF	Select Step	\$ 4.19	NONE	NO	YES
ERT	Select Step Wood	C0007		6" x 48"	SF	Select Step	\$ 4.19	NONE	NO	YES
ERT	Strong Step	C0003		6" x 48"	SF		\$ 2.14	NONE	NO	YES
ERT	Trenta Stone	C0053		12" x 24"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Trenta Stone	C0054		18" x 18"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Trenta Stone	C0055		18" x 36"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0050		4" x 36"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0051		7.25" x 48"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0052		9" x 48"	SF	Trenta	\$ 6.64	NONE	NO	YES
ERT	Vivid Step Plank	CR705		6"x48"	SF	Vivd Step	\$ 1.91	NONE	NO	YES
ERT	Vivid Step Stone	CR706		12"x24"	SF	Vivd Step	\$ 1.91	NONE	NO	YES
ERT	Weave	CR709		18"x36"	SF	Sakiori	\$ 7.39	NONE	NO	YES
Laminate		1967	C2010	47"	SF	In the Groove	\$ 4.66	NONE	NO	YES
Laminate	Boho	C2009		54"	SF	In the Groove	\$ 4.66	NONE	NO	YES
Modular Tile	Archaic Form Plank	GT321	EcoFlex ICT	12x36	SY	Antron	\$ 47.82	NONE	NO	YES

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Modular Tile	Audacious	BT359	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Awareness	BT384	EcoFlex ICT	24x24	SY		Colorstrand	\$ 32.12	NONE	NO	YES
Modular Tile	Baccharis	GT408	EcoFlex NXT	24x25	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	Blended Twist / QS	BT413	EcoFlex ICT	24x24	SY		Colorstrand	\$ 22.78	NONE	NO	YES
Modular Tile	Blurred Lines	GT191	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Braided Stream II	GT175	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Caliber / QS	BT282	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Central Point	BT428	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Chitalpa	GT407	EcoFlex NXT	24x24	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	Color Balance Plank	GT405	EcoFlex NXT	12x36	SY	Color Balance	Duracolor	\$ 38.92	NONE	NO	YES
Modular Tile	ColorBeat Plank	GT298	EcoFlex NXT	12x36	SY	Colorbeat	Duracolor Tricolor	\$ 46.07	NONE	NO	YES
Modular Tile	Creative Spark	BT426	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Datum / QS	BT284	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Diffuse	BT425	EcoFlex ICT	24x24	SY		Colorstrand	\$ 37.50	NONE	NO	YES
Modular Tile	Digital Terrain Plank	GT341	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Disruptive Path / QS	BT430	EcoFlex NXT	24x24	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Draft Point	BT427	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Drifted Ground Plank / QS	QB389	EcoFlex ICT	12x36	SY		Colorstrand	\$ 37.75	NONE	NO	YES
Modular Tile	Ecosphere / QS	GT333	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Field Overlay	GT403	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 40.32	NONE	NO	YES
Modular Tile	First One Up II / QS	BT443	EcoFlex ICT	24x24	SY		Colorstrand	\$ 30.94	NONE	NO	YES
Modular Tile	Framed Structure / QS	BT436	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 22.01	NONE	NO	YES
Modular Tile	Gravitational Plank	GT343	EcoFlex NXT	12x36	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Ground Cover	GT402	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Headstrong / QS	BT354	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Hustle and Bustle	GT307	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Hydrosphere / QS	GT332	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Insurgent	BT367	EcoFlex ICT	24x24	SY		Colorstrand	\$ 33.28	NONE	NO	YES
Modular Tile	Integrate	BT423	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.87	NONE	NO	YES
Modular Tile	Interthread / QS	BT449	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 15.95	NONE	NO	YES
Modular Tile	Into It	GT319	EcoFlex Matrix	24x24	SY	Get SmArt	Duracolor Tricolor	\$ 35.15	NONE	NO	YES
Modular Tile	Kinesthetic Plank	GT317	EcoFlex NXT	12x36	SY	Get SmArt	Duracolor Tricolor	\$ 38.59	NONE	NO	YES
Modular Tile	Late Night	GT306	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Lateral Surface	BT314	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Lithosphere / QS	GT334	EcoFlex NXT	24x24	SY		Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Macro Bloom Frosted Shield	GT388	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Metallic Path / QS	BT431	EcoFlex NXT	12x36	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Metamorphic Plank / QS	QB388	EcoFlex ICT	12x36	SY		Colorstrand	\$ 37.74	NONE	NO	YES
Modular Tile	Micro Bloom Frosted Shield	GT397	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Mindful / QS	BT446	EcoFlex NXT	24x24	SY		Envirostrand	\$ 14.22	NONE	NO	YES
Modular Tile	Mindful Stripe / QS	BT447	EcoFlex Matrix	24x24	SY		Envirostrand	\$ 14.22	NONE	NO	YES
Modular Tile	Mix and Match Plank	BT385	EcoFlex ICT	12x36	SY		Colorstrand	\$ 36.17	NONE	NO	YES
Modular Tile	Mutineer	BT366	EcoFlex ICT	24x24	SY		Colorstrand	\$ 33.28	NONE	NO	YES
Modular Tile	On the Surface II	GT176	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Outer Layers Plank	GT323	EcoFlex ICT	12x36	SY		Antron	\$ 47.82	NONE	NO	YES
Modular Tile	Ready Confetti	BT383	EcoFlex ICT	24x24	SY		Colorstrand	\$ 32.12	NONE	NO	YES
Modular Tile	Reawakened Plank	GT302	EcoFlex NXT	12x36	SY	New Vintage	Duracolor Tricolor	\$ 47.82	NONE	NO	YES
Modular Tile	Rebel	BT357	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Reckless / QS	BT353	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Reconstruct	BT424	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.87	NONE	NO	YES
Modular Tile	Rediscovered Plank	GT303	EcoFlex NXT	12x36	SY	New Vintage	Duracolor Tricolor	\$ 47.82	NONE	NO	YES
Modular Tile	Relative Degree	GT192	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Rendered Reality	GT193	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Riot / QS	BT355	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Rise Up / QS	GT420	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 28.33	NONE	NO	YES
Modular Tile	River Rush II	GT174	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Sector / QS	BT285	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Seismic Wave Plank	GT342	EcoFlex NXT	12x36	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Shaded Lines / QS	BT437	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 22.01	NONE	NO	YES
Modular Tile	Shared Path / QS	BT429	EcoFlex NXT	12x36	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Side Stripe / QS	GT419	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 27.46	NONE	NO	YES
Modular Tile	Statement Fabric / QS	BT448	EcoFlex Matrix	24x24	SY		Envirostrand	\$ 15.95	NONE	NO	YES
Modular Tile	Statement Stone / QS	QB390	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.40	NONE	NO	YES
Modular Tile	Streetscapes	GT308	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Swipe Right / QS	GT418	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 27.46	NONE	NO	YES
Modular Tile	Tactile Infusion	GT422	EcoFlex NXT	24x24	SY	Textural Effects	Duracolor Tricolor	\$ 32.61	NONE	NO	YES
Modular Tile	Thematic Thread	GT423	EcoFlex NXT	24x24	SY	Textural Effects	Duracolor Tricolor	\$ 32.61	NONE	NO	YES
Modular Tile	Threaded Craft / QS	BT414	EcoFlex ICT	24x24	SY		Colorstrand	\$ 22.78	NONE	NO	YES
Modular Tile	Tranquil Beauty Plank	GT309	EcoFlex NXT	12x36	SY	Tranquil Beauty	Duracolor Tricolor	\$ 44.13	NONE	NO	YES
Modular Tile	Transformed Façade Plank	GT322	EcoFlex ICT	12x36	SY		Antron	\$ 47.82	NONE	NO	YES
Modular Tile	Urban Canvas	GT412	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 43.32	NONE	NO	YES
Modular Tile	Urban Field	GT411	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Urban Fringe	GT410	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Urban Passage	GT409	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Vandal	BT358	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Venturesome / QS	BT356	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Wildstyle	BT360	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Write Direction Plank	GT318	EcoFlex NXT	12x36	SY	Get SmArt	Duracolor Tricolor	\$ 38.59	NONE	NO	YES
Modular Tile	Xeric	GT406	EcoFlex NXT	24x24	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	X-Factor / QS	BT212	EcoFlex ICT	24x24	SY		Colorstrand	\$ 15.89	NONE	NO	YES
Resilient Shee	Calmness	C2023		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Ephemeral	C2022		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Geomorphic	C20144/C20		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Inner Glow	C2035		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Juniperus	C2042/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Klei Firma	C2046/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Medella	C2048		6' 6"	SY	Healthy Environments		\$ 36.92	NONE	NO	YES
Resilient Shee	Resplendent Refuge	C2036		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Sensory	C2021		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Sisalana	C2040/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Striking Balance	C2037		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Therapeutic	C2020		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Rubber	4" Rubber Cove Base	C0116		4" x 1/8" x 120"	LF	TRUE		\$ 0.49	NONE	NO	YES
Rubber	Master Step Hammered	DSH		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Hammered	DSH		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	Master Step Natural Slate	MLS		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Natural Slate	MLS		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	Master Step Round	MCR		17-11/16" x 17-11/16"	SF	Master Step		\$ 9.79	NONE	NO	YES
Rubber	Master Step Round	MCR		35-1/2" x 35-1/2"	SF	Master Step		\$ 9.48	NONE	NO	YES
Rubber	Master Step Sheet 2mm	RROC		5' x 50' nominal rolls	SF	Master Step		\$ 6.53	NONE	NO	YES
Rubber	Master Step Sheet 3mm	RRO3C		5' x 50' nominal rolls	SF	Master Step		\$ 7.85	NONE	NO	YES
Rubber	Master Step Slate	MCA		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Slate	MCA		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	TRUE Hammered	TRM		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Hammered	TRM		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Hues Sheet 3mm	CR900		5' x 50' nominal rolls	SF	TRUE Hues		\$ 9.08	NONE	NO	YES
Rubber	TRUE Medi-Flex Sheet 2mm	TRS2B		5' x 50' nominal rolls	SF	TRUE		\$ 7.25	NONE	NO	YES
Rubber	TRUE Medi-Flex Sheet 3mm	TRS3B		5' x 50' nominal rolls	SF	TRUE		\$ 9.08	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB		17-13/16" x 17-13/16"	SF	TRUE		\$ 9.84	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB		35-11/16" x 35-11/16"	SF	TRUE		\$ 9.59	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 3mm	TRSIB		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.23	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 3mm	TRSIB		35-11/16" x 35-11/16"	SF	TRUE		\$ 11.99	NONE	NO	YES
Rubber	TRUE Natural Slate	TRA		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Natural Slate	TRA		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Round	TRR		17-11/16" x 17-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Round	TRR		35-1/2" x 35-1/2"	SF	TRUE		\$ 11.76	NONE	NO	YES
Rubber	TRUE Slate	TRF		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Slate	TRF		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Stair Tread	Hammered, Solid Tile	THS		17-13/16" x 17-13/16"	SF	TRUE		\$ 6.03	NONE	NO	YES
Stair Tread	Hammered, Tread Only	RTH		48", 72"	LF	Master Step		\$ 18.09	NONE	NO	YES
Stair Tread	Hammered, Tread Only	RTM		48", 72"	LF	TRUE		\$ 20.12	NONE	NO	YES
Stair Tread	Hammered, With Riser	OPH		48", 72"	LF	Master Step		\$ 21.70	NONE	NO	YES
Stair Tread	Hammered, With Riser	OPM		48", 72"	LF	TRUE		\$ 24.11	NONE	NO	YES

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Stair Tread	Hammered, With Riser & Visual Strip	OVH	48", 72"	LF	Master Step		\$ 25.90	NONE	NO	YES
Stair Tread	Hammered, With Riser & Visual Strip	OVM	48", 72"	LF	TRUE		\$ 28.32	NONE	NO	YES
Stair Tread	Hammered, With Visual Strip	RVH	48", 72"	LF	Master Step		\$ 22.30	NONE	NO	YES
Stair Tread	Hammered, With Visual Strip	RVM	48", 72"	LF	TRUE		\$ 24.30	NONE	NO	YES
Stair Tread	Round, Tread Only	RTRC	36", 48", 72"	LF	Master Step		\$ 18.09	NONE	NO	YES
Stair Tread	Round, Tread Only	TRNB	36", 48", 72"	LF	TRUE		\$ 20.12	NONE	NO	YES
Stair Tread	Round, With Riser	OPRC	36", 48", 72"	LF	Master Step		\$ 21.70	NONE	NO	YES
Stair Tread	Round, With Riser	TROB	36", 48", 72"	LF	TRUE		\$ 24.11	NONE	NO	YES
Stair Tread	Round, With Riser & Visual Strip	OVRC	36", 48", 72"	LF	Master Step		\$ 25.90	NONE	NO	YES
Stair Tread	Round, With Riser & Visual Strip	TROB	36", 48", 72"	LF	TRUE		\$ 28.32	NONE	NO	YES
Stair Tread	Round, With Visual Strip	RVRC	36", 48", 72"	LF	Master Step		\$ 22.30	NONE	NO	YES
Stair Tread	Round, With Visual Strip	TRPB	36", 48", 72"	LF	TRUE		\$ 24.30	NONE	NO	YES
Wood	City Feel	KH222	7.00"	SF	Reroot		\$ 8.64	NONE	NO	YES
Wood	Collector's Edition	KH223	5.00"	SF	Local Legacy		\$ 9.42	NONE	NO	YES
Wood	Collector's Edition	KH223	5.00"	SF	Reroot		\$ 9.42	NONE	NO	YES
Wood	Davis Hickory	MCH18	5.00"	SF	Davis		\$ 7.13	NONE	NO	YES
Wood	Davis Maple	MCH17	5.00"	SF	Davis		\$ 7.13	NONE	NO	YES
Wood	Davis Oak 3.00"	MCH19	3.00"	SF	Davis		\$ 5.77	NONE	NO	YES
Wood	Davis Oak 5.00"	MCH20	5.00"	SF	Davis		\$ 6.22	NONE	NO	YES
Wood	Reclaimed Revival	KH221	7.48"	SF	Reroot		\$ 10.47	NONE	NO	YES
Wood	Style Edition	KH242	5.00"	SF	Local Legacy		\$ 9.91	NONE	NO	YES
Wood	Tentree	MCH23	7.00"	SF	Silvius		\$ 8.44	NONE	NO	YES
Accessories	AccuSound	VU01C	5' x 40'	SF	Glue Down, Loose Lay		\$ 0.41	NONE	NO	YES
Accessories	ActiveSound	VU02C	3.87' x 27.77"	SF	Click		\$ 0.81	NONE	NO	YES
Accessories	Baby Threshold	HENDD	84"	EA	Local Legacy, Davis EW, City Feel		\$ 42.25	NONE	NO	YES
Accessories	Baby Threshold	HENDE	84"	EA	Silvius, Davis Solid		\$ 42.25	NONE	NO	YES
Accessories	Chemical Weld Cartridge	LOCHC	1.7 oz - 40 lf	EA	Master Step, TRUE		\$ 26.39	NONE	NO	YES
Accessories	Dual Cartridge Gun	LOCDC	EA	EA	Master Step, TRUE		\$ 93.15	NONE	NO	YES
Accessories	Durabond Package (Gun & Nozzle)	LOPCP	EA	EA	Master Step, TRUE		\$ 111.50	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTC	84"	EA	Davis EW, Style Edition, Spring Edition		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTD	84"	EA	Collector's Edition City Feel		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTE	84"	EA	Silvius, Reclaimed Revival		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTF	84"	EA	Davis Solid		\$ 54.18	NONE	NO	YES
Accessories	Heterogeneous Sheet Vinyl Weld Rod	WELDC	165 lf	RL	Serenity/Healthy Environments		\$ 33.26	NONE	NO	YES
Accessories	Homogeneous Sheet Vinyl Weld Rod	MWRC	165 lf	RL	Medella		\$ 33.26	NONE	NO	YES
Accessories	Infuze Seam Sealer	INFZC	5 oz	EA	Serenity, Social Harmony		\$ 6.05	NONE	NO	YES
Accessories	Instaform Profile 3-in-1	HINPA	84"	EA	Reclaimed Revival		\$ 52.66	NONE	NO	YES
Accessories	Instaform Profile 5-in-1	MINC5	84"	EA			\$ 35.26	NONE	NO	YES
Accessories	Installation Kit	LT4C	EA	EA			\$ 11.45	NONE	NO	YES
Accessories	Instamatch Repair Kit	IM	EA	EA			\$ 21.02	NONE	NO	YES
Accessories	Master Step Weld Rod	RHWC	150 lf	RL	Master Step		\$ 72.95	NONE	NO	YES
Accessories	ProTech Steel Cap	PCAPC	8 lf	EA	Master Step, TRUE		\$ 3.27	NONE	NO	YES
Accessories	Quarter Round	HQRTA	84"	EA			\$ 20.75	NONE	NO	YES
Accessories	Quarter Round	MQND	94.50"	EA			\$ 5.66	NONE	NO	YES
Accessories	Reducer	HREDC	84"	EA	Davis EW, Style Edition		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDD	84"	EA	Collector's Edition City Feel		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDE	84"	EA	Silvius		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDF	84"	EA	Davis Solid		\$ 42.25	NONE	NO	YES
Accessories	Scratch Repair Kit	VA8C-1	Individual Kit	EA			\$ 48.13	NONE	NO	YES
Accessories	Scratch Repair Kit	VA8C-3	Case of 3	EA			\$ 123.81	NONE	NO	YES
Accessories	SilentGuard Underlay	LU7AB	40" x 30'	RL			\$ 45.69	NONE	NO	YES
Accessories	Square Mix Nozzles (10 pack)	LOCNC	EA	EA	Master Step, TRUE		\$ 22.97	NONE	NO	YES
Accessories	Stair Nose	MSNP	84.00"	EA			\$ 29.83	NONE	NO	YES
Accessories	T-Molding	HTMDA	84"	EA			\$ 42.28	NONE	NO	YES
Accessories	TRUE Weld Rod	TRWB	150 lf	RL	TRUE		\$ 72.95	NONE	NO	YES
Accessories	Unifix Repair Tool	UT	EA	EA			\$ 107.60	NONE	NO	YES
Accessories	Visual Strip - Black	VITC-22	2.5" x 60'	RL	Master Step, TRUE		\$ 63.96	NONE	NO	YES
Accessories	Visual Strip - Night Glow	VIT-82	2.5" x 60'	RL	Master Step, TRUE		\$ 111.58	NONE	NO	YES
Accessories	Visual Strip - Red	VITC-52	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Accessories	Visual Strip - White	VITC-18	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Accessories	Visual Strip - Yellow	VITC-72	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Adhesives	AD 535	SFE35	1-gallon, 2 Parts	EA			\$ 128.53	NONE	NO	YES
Adhesives	AD 777	AWP77	4-gallon	EA			\$ 200.02	NONE	NO	YES
Adhesives	AD888	AD888-01	Install Tool-EA	EA			\$ 222.29	NONE	NO	YES
Adhesives	AD888	AD888-02	Install Tool-EA	EA			\$ 3.74	NONE	NO	YES
Adhesives	AD888	AD888-03	Cartridge/Tube	EA			\$ 55.35	NONE	NO	YES
Adhesives	AquaFlex M100Plus	M100P	4-gallon	EA			\$ 1,122.70	NONE	NO	YES
Adhesives	AquaFlex M100Plus	M100M	32 oz Bottle 8lb Bag	EA			\$ 28.07	NONE	NO	YES
Adhesives	GLU1	GLU1	16 oz	EA			\$ 6.77	NONE	NO	YES
Adhesives	Infuze Seam Sealer	INFZC	5 oz	EA			\$ 6.23	NONE	NO	YES
Adhesives	M1000	M1000	4-gallon	EA			\$ 160.59	NONE	NO	YES
Adhesives	M45	M45C	30 oz	EA			\$ 4.01	NONE	NO	YES
Adhesives	M700	VA67C	4-gallon	EA			\$ 127.21	NONE	NO	YES
Adhesives	M92X	M92X	4-gallon	EA			\$ 90.19	NONE	NO	YES
Adhesives	M95.0	M95C	4-gallon	EA			\$ 140.53	NONE	NO	YES
Adhesives	M99.0	M99	4-gallon	EA			\$ 173.97	NONE	NO	YES
Adhesives	MS160	MS160	22 oz, Case of 6	EA			\$ 175.59	NONE	NO	YES
Adhesives	PrimeCoat	XL23C	4-gallon	EA			\$ 41.01	NONE	NO	YES
Adhesives	SurfaceSeal	XL26C	4-gallon	EA			\$ 96.21	NONE	NO	YES
Adhesives	EnPress	M004	4-gallon	EA			\$ 98.80	NONE	NO	YES
Adhesives	PermaLink	A067B	Rolls 27 3/4" wide x	EA			\$ 252.61	NONE	NO	YES
Adhesives	FlexLok	FLXTB	Box of 500 tabs	EA			\$ 89.82	NONE	NO	YES
Adhesives	NuBroadlok Premium Plus	B0020	4-gallon	EA			\$ 39.29	NONE	NO	YES
Adhesives	NuBroadlok VRT (Vapor Release T	B0030	4-gallon	EA			\$ 67.35	NONE	NO	YES
Adhesives	OptiSeal	M003B	4-gallon	EA			\$ 136.97	NONE	NO	YES
Adhesives	NuBroadlokLatex Seam Sealer	7702B	Case 12 x 8 oz	EA			\$ 79.71	NONE	NO	YES
Adhesives	LifeLoc Solvent Free, Moisture Pro	LLSSB	Case 12 x 8 oz	EA			\$ 102.17	NONE	NO	YES
Adhesives	NuBroadlokEdge Sealer	B267	Case 12 x 8 oz	EA			\$ 105.53	NONE	NO	YES

SUPPLIER: MohawkOne	UOM	New York Region 1: Bronx, Queens, Kings, Richmond, Nassau, Suffolk, Putnam, Westchester & Orange Counties		New York Region 2: Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties		New York Region 3: Remainder of State of New York		Northeast Region: MA, ME, VT, NH, CT, RI, PA, VA, DC, RI, MD, DE, NJ		Southeast Region: AL, FL, GA, KY, NC, SC,		South: AR, AZ, TX, LA, MS		Central: KS, OH, MI, MN, WI, MO, OK, MS, NE, IA, PA, IL, IN		West CA, CO, HI, AK, NV, NM, OR, WA, WY, MT, ID, SD, ND, UT		Non-Continental: AK & HI	
		Labor Rate	Labor Rate	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	
Monday - Friday Standard 8 Hour Shift - Hourly Labor Rate for Flooring Contract Labor Services Not Listed	HR	\$168.03	\$168.03	\$124.48	\$124.48	\$168.03	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$101.20	\$136.64	Open Market	Open Market	
Monday - Friday Overtime - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Saturday - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Sunday & Holiday - Add	SY	\$9.17	\$9.17	\$7.34	\$7.34	\$9.17	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$7.27	\$9.07	Open Market	Open Market	
Installation Broadloom (direct glue down)	SY	\$14.84	\$14.84	\$10.99	\$10.99	\$14.84	\$7.85	\$10.61	\$8.46	\$11.42	\$8.46	\$11.42	\$8.46	\$11.42	\$10.86	\$14.65	Open Market	Open Market	
Installation Broadloom (direct glue down w/ pattern)	SY	\$15.65	\$15.65	\$11.59	\$11.59	\$15.65	\$8.46	\$11.42	\$9.06	\$12.23	\$9.06	\$12.23	\$9.06	\$12.23	\$11.46	\$15.46	Open Market	Open Market	
Installation Carpet Tile	SY	\$12.81	\$12.81	\$9.50	\$9.50	\$12.81	\$6.71	\$9.06	\$7.34	\$9.91	\$7.34	\$9.91	\$7.34	\$9.91	\$9.01	\$11.26	Open Market	Open Market	
Removal of Double Stick Installation	SY	\$13.19	\$13.19	\$9.77	\$9.77	\$13.19	\$7.24	\$9.79	\$7.24	\$9.79	\$7.24	\$9.79	\$7.24	\$9.79	\$9.66	\$13.05	Open Market	Open Market	
Removal of Broadloom (direct glue down)	SY	\$6.69	\$6.69	\$4.96	\$4.96	\$6.69	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.84	\$6.52	Open Market	Open Market	
Removal of Carpet Tile	SY	\$6.41	\$6.41	\$4.74	\$4.74	\$6.41	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.43	\$5.99	Open Market	Open Market	
Removal/Disposal Resilient Flooring	SF	\$2.14	\$2.14	\$1.58	\$1.58	\$2.14	\$1.27	\$1.71	\$1.46	\$1.98	\$1.46	\$1.98	\$1.46	\$1.98	\$1.46	\$1.98	Open Market	Open Market	
Carpet Disposal	SY	\$1.71	\$1.71	\$1.27	\$1.27	\$1.71	\$0.88	\$1.21	\$1.11	\$1.49	\$1.11	\$1.49	\$1.11	\$1.49	\$1.13	\$1.53	Open Market	Open Market	
Broadloom or Carpet Tile Reclamation Fee	SY	\$3.85	\$3.85	\$2.85	\$2.85	\$3.85	\$2.53	\$3.42	\$2.65	\$3.59	\$2.65	\$3.59	\$2.65	\$3.59	\$2.65	\$3.59	Open Market	Open Market	
Installation of VCT	SF	\$2.98	\$2.98	\$2.22	\$2.22	\$2.98	\$1.42	\$1.92	\$1.54	\$2.08	\$1.54	\$2.08	\$1.54	\$2.08	\$1.89	\$2.56	Open Market	Open Market	
Installation of Luxury Vinyl Tile (Planks or Squares)	SF	\$4.08	\$4.08	\$3.03	\$3.03	\$4.08	\$1.89	\$2.56	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	\$2.85	\$3.85	Open Market	Open Market	
Installation of Laminate (Planks or Squares)	SF	\$4.18	\$4.18	\$3.10	\$3.10	\$4.18	\$2.28	\$2.91	\$2.40	\$3.16	\$2.40	\$3.16	\$2.40	\$3.16	\$3.03	\$4.12	Open Market	Open Market	
Installation of Rubber Tile	SF	\$4.45	\$4.45	\$3.55	\$3.55	\$4.45	\$2.41	\$3.27	\$2.54	\$3.44	\$2.54	\$3.44	\$2.54	\$3.44	\$3.27	\$4.41	Open Market	Open Market	
Installation of Rubber Roll	SF	\$8.21	\$8.21	\$6.57	\$6.57	\$8.21	\$4.72	\$5.90	\$4.96	\$6.21	\$4.96	\$6.21	\$4.96	\$6.21	\$6.36	\$7.96	Open Market	Open Market	
Installation of Sheet Vinyl	SY	\$30.77	\$30.77	\$22.80	\$22.80	\$30.77	\$19.61	\$26.49	\$19.61	\$26.49	\$19.61	\$26.49	\$19.61	\$26.49	\$22.63	\$30.57	Open Market	Open Market	
Heat Welding (Sheet Vinyl)	LF	\$6.10	\$6.10	\$4.52	\$4.52	\$6.10	\$3.81	\$5.13	\$3.93	\$5.30	\$3.93	\$5.30	\$3.93	\$5.30	\$4.41	\$5.96	Open Market	Open Market	
Installation Flash cove (Sheet Vinyl/Rubber Roll-excludes metal finish piece)	LF	\$15.64	\$15.64	\$11.59	\$11.59	\$15.64	\$8.13	\$10.97	\$9.06	\$12.23	\$9.06	\$12.23	\$9.06	\$12.23	\$11.47	\$15.49	Open Market	Open Market	
Engineered Hardwood Flooring Glue Down Installation over Concrete standard straight lay (includes equipment for dust collection and protective gear)	SF	\$15.58	\$15.58	\$10.12	\$10.12	\$15.58	\$8.04	\$12.37	\$8.23	\$12.65	\$8.23	\$12.65	\$8.23	\$12.65	\$9.80	\$15.08	Open Market	Open Market	
Palletize/Shrink Wrap old carpet for reclamation	SY	\$3.42	\$3.42	\$2.53	\$2.53	\$3.42	\$1.89	\$2.56	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	Open Market	Open Market	
Conventional Furniture Moving (Light)	SY	\$5.87	\$5.87	\$4.35	\$4.35	\$5.87	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.23	\$5.71	Open Market	Open Market	
Conventional Furniture Moving (Medium)	SY	\$7.49	\$7.49	\$5.55	\$5.55	\$7.49	\$4.84	\$6.52	\$4.84	\$6.52	\$4.84	\$6.52	\$4.84	\$6.52	\$5.44	\$7.34	Open Market	Open Market	
L I T Systems / Carpet Tile Projects Only - Add	SY	\$21.66	\$21.66	\$16.05	\$16.05	\$21.66	\$13.63	\$18.41	\$14.86	\$20.06	\$14.86	\$20.06	\$14.86	\$20.06	\$16.05	\$21.66	Open Market	Open Market	
Moisture Testing	EA	\$341.57	\$341.57	\$253.02	\$253.02	\$341.57	\$189.76	\$256.17	\$221.40	\$298.88	\$221.40	\$298.88	\$221.40	\$298.88	\$221.40	\$298.88	Open Market	Open Market	
Night / Saturday Labor - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.56	\$4.46	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Sunday / Holiday Labor - Add	SY	\$9.17	\$9.17	\$7.34	\$7.34	\$9.17	\$5.35	\$6.69	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$7.27	\$9.07	Open Market	Open Market	
Install Base	LF	\$4.92	\$4.92	\$3.47	\$3.47	\$4.92	\$2.53	\$3.63	\$2.53	\$3.63	\$2.53	\$3.63	\$2.53	\$3.63	\$3.30	\$4.68	Open Market	Open Market	
Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$5.55	\$5.55	\$4.10	\$4.10	\$5.55	\$3.16	\$4.26	\$3.16	\$4.26	\$3.16	\$4.26	\$3.16	\$4.26	\$3.93	\$5.31	Open Market	Open Market	
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$6.51	\$6.51	\$4.83	\$4.83	\$6.51	\$3.71	\$5.02	\$3.71	\$5.02	\$3.71	\$5.02	\$3.71	\$5.02	\$4.63	\$6.24	Open Market	Open Market	
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$6.83	\$6.83	\$5.05	\$5.05	\$6.83	\$3.79	\$5.10	\$3.79	\$5.10	\$3.79	\$5.10	\$3.79	\$5.10	\$4.86	\$6.55	Open Market	Open Market	
Furnish / Install Ceramic Tile	SF	\$63.80	\$63.80	\$47.26	\$47.26	\$63.80	\$36.75	\$49.62	\$36.75	\$49.62	\$36.75	\$49.62	\$36.75	\$49.62	\$47.26	\$63.78	Open Market	Open Market	
Floor Prep - Skim Coating to 1/8 Inch (Labor and Portland Based Material. Excludes leveling.)	SF	\$2.98	\$2.98	\$2.22	\$2.22	\$2.98	\$1.52	\$2.05	\$1.77	\$2.39	\$1.77	\$2.39	\$1.77	\$2.39	\$1.89	\$2.56	Open Market	Open Market	
Hourly Labor Rate for Flooring Contract Labor Services not Listed	HR	\$168.03	\$168.03	\$124.48	\$124.48	\$168.03	\$63.25	\$85.39	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$101.20	\$136.64	Open Market	Open Market	
Supplemental Benefits	HR	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	Open Market	Open Market	
Project Management Fee is included if labor is provided directly by MohawkONE																	Open Market	Open Market	

**LABOR NOTES**  
 Labor prices are not to exceed prices and are effective 07.17.19.  
 Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.  
 Other services and ancillary items are available through Mohawk. These services are quoted job by job and negotiated between Mohawk and the customer.  
 Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.  
 Additional charges may apply for Fingerprinting and Background Checks.  
 Labor quoted job by job for Alaska, Hawaii, American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands, Puerto Rico, and U.S. Virgin Islands.

**LABOR EXCLUSIONS**  
 Asbestos Testing and Abatement  
 Border Labor  
 Carpet Cleaning  
 Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges  
 Cleaning, sanding, refinishing, or sealing of new flooring





# UNIVERSITY OF CALIFORNIA

## 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**

[REDACTED]

(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