



VICE PRESIDENT—FINANCIAL MANAGEMENT

OFFICE OF THE PRESIDENT  
1111 Franklin Street, 10<sup>th</sup> Floor  
Oakland, California 94607-5200

July 1, 2002

To: UC Purchasing Managers, UC Capital Project Managers,  
UC Carpet Buyers, and UC Architectural Designers & Planners

Dear Colleagues:

It is estimated that the University of California, systemwide, purchases well over a hundred miles of new commercial carpets each year. Consequently, marked attention has been given to this particular commodity. The buying of so much new carpet should not only be viewed as an opportunity for us to achieve greater costs savings and economies of scale throughout our system, but also as an opportunity for us to promote and demonstrably support environmentally-conscious methods for dispensing with our old carpets, thus, preventing such from ending up in landfill. Environmental protection agencies project that, industry-wide, **4.7 billion tons** of carpets are discarded each year and end up in landfill. Such a trend does not bode well in terms of future environmental sustainability. Our awareness should sober us to the need for change in the way we buy new carpets, and how we dispense with all of our old carpets that have completed their life-cycle.

With this in mind, we are happy to announce that, effective immediately, we have two (2) new UC Systemwide Master Agreements for purchasing new commercial carpets and for recycling all of our old carpet remnants. Two of the most renown and reputable manufacturers of carpets in the floorcovering industry, **MOHAWK COMMERCIAL (#657/OP/001)** and **SHAW INDUSTRIES (#657/OP/002)**, are the recipients and Awardees of these new Agreements. Both **MOHAWK and SHAW** will work diligently to help fulfill the University's ongoing and future requirements for new commercial carpets. These companies have a vast array of outstanding carpet styles, colors, types, and patterns from which to choose. All of their broadloom products are available under contract at deeply discounted prices. Moreover, many value-added features have been included at no additional charge. Features such as, project management, consultation and design services, on-site measuring and specifying, seaming diagrams, local customer satisfaction services, warehousing and storage services, carpet samples and showrooms, site inspection, sub-floor evaluation, training, web-enabled software solutions for e-business, and as mentioned, transportation, reclamation, and recycling services for our old carpets.

Both **MOHAWK and SHAW** will be actively involved at co-managing the "**UC-CaRPETS**" recycling program, e.g., the University of California's **Carpets Recycling Program for "Ensuring Total Sustainability"** (see Attachment-2). While the initial pull-up, staging, and loading of the old carpets will be handled by your local flooring contractor, **MOHAWK and SHAW** will takeover ownership of our old carpets along with full responsibility for the transportation, reclamation, and recycling of our old carpets at no charge. Finally, **MOHAWK and SHAW** will certify that *none* of the old carpets coming out of UC will have ended up in landfill. This applies to all orders that are placed under these two new Agreements.

The contract awards were issued to both **MOHAWK and SHAW** based on a competitive solicitation from the UC Office of the President to the top manufacturers in the floorcovering industry. Therefore, it will not be necessary to solicit further competition when seeking to fulfill a requirement for new carpets. Due to variations in regional labor rates and the unique intricacies associated with each individual project, the actual carpet installations will, however, continue much in the same manner, i.e., through your local dealers and floorcovering contractors. Though we do recommend your local flooring contractors to be Mill-certified to install both **MOHAWK and/or SHAW** carpets. If necessary, **MOHAWK and SHAW** will also train and certify your flooring contractor at no charge. When soliciting or contracting for a carpet installer or flooring contractor, we recommend that you make sure to include in your bidding requirements the manufacturers' specifications for the pull-up, staging, and loading of the old carpets (see Attachment-2). This will ensure a smooth "hand-off" or transfer of the old carpets into the **UC-CaRPETS** recycling program.

Your local **MOHAWK and SHAW** representatives will be contacting your office to answer any product questions that you may have. If you need immediate help, please do not hesitate to contact their representatives directly (see Attachment-1). We are confident that your carpet buying experiences through our new UC Systemwide Master Agreements will be successful ones. If we can further support you in any way, please let us know. Together we can make great things happen for the University of California while ensuring total sustainability to our environment!

Sincerely,

Paul Panganiban  
UC Contract Administrator, Office of the President

David Belk  
UC Director of Environmental Protection, Office of the President

*The Regents of the University of California*  
*UC Systemwide Master Agreement #657/OP/002*



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***Issued to Shaw Industries, Inc.***  
**FOR CARPET PRODUCTS, RELATED SERVICES**  
**AND CO-MANAGEMENT SERVICES OF THE**  
**"UC-CaRPETS" CARPETS RECYCLING PROGRAM**  
**FOR ENSURING SUSTAINABILITY**

***UC Systemwide Master Agreement No. 657/OP/002***  
***EFFECTIVE: JULY 1, 2002 through JUNE 30, 2004***  
**OFFICIAL DOCUMENT OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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## **PART I - INTRODUCTION**

### ARTICLE 1 – CONTRACTING PARTIES

This **MASTER AGREEMENT** for nylon broadloom carpet floorcoverings and related services, is entered into between **SHAW INDUSTRIES, INC.**, including its divisions known as Shaw Commercial, ShawTek, and ShawHospitality, a Georgia corporation (hereinafter referred to as “CONTRACTOR”, “Shaw”, "ShawTek", “Supplier”, “Seller”, “Manufacturer”, “Mill”, and “Vendor”), and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (hereinafter referred to as “UNIVERSITY”, “UC”, “Campus”, “Buyer”, “Customer”), a public entity of the State of California, will commence as of **July 1, 2002 through June 30, 2004.**

### ARTICLE 2 – \*PARTICIPATING CAMPUSES AND UC SITES

\*Participating campuses and UC sites representing UNIVERSITY are University of California, Berkeley (UCB), University of California, Davis (UCD), University of California, Irvine (UCI), University of California, Los Angeles (UCLA), UC Merced (UCM), University of California, Riverside (UCR), University of California, San Diego (UCSD), University of California, San Francisco (UCSF), University of California, Santa Barbara (UCSB), University of California, Santa Cruz (UCSC), Lawrence Berkeley National Laboratory (LBNL), Lawrence Livermore National Laboratory (LLNL), Los Alamos National Laboratory (LANL), UC Davis Medical Center, UC Irvine Medical Center, UC Los Angeles Medical Center, UC San Francisco Medical Center, UC San Diego Medical Center, UC Office of the President (UCOP), UC Washington Center, the statewide UC Division of Agriculture and Natural Resources (DANR), and other indigenous remote UC sites.

\*Participation of all campuses and UC sites will be on a non-mandatory, as-needed basis.

### ARTICLE 3 – SUBCONTRACTORS

Subcontractors doing business on behalf of Shaw, Industries (CONTRACTOR and principal party to Agreement) are ShawTek Group, Inforum Services, Dupont Flooring Systems, R.E. Cuddie Company, Spectra Contract Flooring, Anderson Carpet, Floor Connection, Fair Price Carpets, John Boyer and Associates, and any Mill-Certified Dealers to added in the future by amendment to the Agreement. CONTRACTOR authorizes all of the aforementioned Subcontractors under this Agreement, to represent CONTRACTOR, and to conduct business on behalf of CONTRACTOR, and to deliver product, goods, and services, and perform duties of CONTRACTOR, and to invoice and collect monies from UNIVERSITY on behalf of CONTRACTOR.

### ARTICLE 4 – DEFINITIONS

Agreement – Refers to this UC Systemwide Master Agreement #657/OP/002 for Nylon Carpet Broadloom Products (Loop and Cut-pile Carpet), Basic Services, and Value-added Services related to carpet order fulfillment.

Campus or Site – Refers to any UC campus or UC site qualifying under the "umbrella" or auspices of the University of California and is thus eligible for rights and privileges to purchase under this Master Agreement. Includes UC medical centers and national laboratories and indigenous facilities and field offices belonging to UC.

Carpet – Refers to the principle commodity to be purchased under this Master Agreement, 100% Nylon, First Quality Branded Fiber, Broadloom Carpet Floorcoverings, Loop or Cut-Pile, as contained in the manufacturer’s standard running line of products that meet or exceed UNIVERSITY’S specifications per Exhibits I, II, and III.

CONTRACTOR – Refers to the Offeror, Awardee, and principle party responsible for selling and providing goods and services to UNIVERSITY under the terms of this Agreement. The terms “Shaw”, “Seller”, “Supplier”, “Contractor”, “Mill”, “Manufacturer”, “Vendor”, may be used interchangeably in this Agreement and refer to the same entity: the seller and provider of goods and services to UNIVERSITY.

Days – Unless otherwise stated, refers to calendar days.

Deliverables – Goods and/or services to be delivered, carried out, launched or distributed by CONTRACTOR.

Down-cycling or Mechanical Recycling – Process of down-cycling or sending raw materials for conversion into various alternative products such as black under-hood auto parts, concrete-alternative products, wood-alternative products, and many other items. The future recycling path and final eventuality of down-cycled material is usually not monitored from end to end by the carpet industry.

Master Agreement – An administrative term used in this document to designate CONTRACTOR and CONTRACTOR'S products as an awarded source for contracting with UC for carpet products and related services. The UC Master Agreement is a contractual document representing the UNIVERSITY’S requirements for ordering and specifying carpet that has been competitively solicited and awarded for use by authorized UNIVERSITY personnel on a non-mandatory, as-needed basis under the terms and conditions established herein. The UC Master Agreement may be used by any organization within the UC and CSU systems to purchase carpet and related services in lieu of further competition during the contract period. References may appear interchangeably with “Agreement” and “Contract”.

Mill-Certified Dealer – Subcontractor and provider of goods and services and agent acting on behalf of CONTRACTOR that has been certified by CONTRACTOR to represent and/or act in behalf of CONTRACTOR in providing carpet sales and services to University; such services as order placement, carpet consultation, specifying recommendations, measuring, custom layout and design, sample demonstration, warehouse storage, delivery, carpet installation, customer service, warranty and repair service, carpet maintenance service, carpet reclamation services; staging services for pull-up/pick-up of old carpet under the UC-CaRPETS carpet recycling program, etc.

Project Management – Refers to enhanced professional services provided under this Agreement in which the Supplier will provide project management services, particularly, for large projects in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or Inforum in which continual oversight must be maintained and contractual milestones must be strictly adhered to.

Post-Consumer Process – The processing of raw material into a finished product which later, at the end of the finished product's lifecycle, is reconverted, in whole or in part, into new product once again. The secondary lifecycle and succeeding generations of such new product are said to have a certain amount or percentage of "post-consumer recycled content".

Post Industrial Process or Fiberizing - Raw materials resulting from waste that is harvested from the manufacturing process. This material may be returned to carpet production and result in a finished product having "post industrial recycled content."

Punchlist – A term used to describe an inventory list of all corrections, additions, or deletions to an order, installation, or project which requires a remedial action on the part of the Supplier and/or its Dealer, Installer, etc., in order to make whole and complete.

Services – Refers to “Basic” services, “Value-Added” services that are referenced throughout this agreement and are incorporated as part of this Agreement. Note: Carpet installation services will be solicited and contracted for separately by UC campuses and UC sites.

Supplier – CONTRACTOR as represented by its agents, Dealers, and its other business entities within its supply chain for the purpose of supplying goods and services to UNIVERSITY under contract. The term Supplier, therefore, may be used interchangeably with “CONTRACTOR”, “Seller”, “Manufacturer”, “Mill”, “Dealer”, “Shipper”, “Installer”, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under contract to the customer.

Sustainability, Sustainable Process or “Closed-Loop” Process – The treatment and chemical recycling of raw materials originating from non-renewable resources of the earth, such as nylon face fiber (derived from petroleum resources), as recoverable for continual and indefinite refurbishing, reconditioning, recycling, and conversion back into nylon face fiber for carpet, time and time again.

UNIVERSITY – The Regents of the University of California as represented by its ten (10) campuses located at: Berkeley, Davis, Irvine, Los Angeles, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz, and Merced; three (3) National Laboratories located at: Berkeley, Livermore, and Los Alamos, New Mexico; and five (5) Medical Centers at : Davis, Irvine, Los Angeles, San Diego, and San Francisco; the UC Office of the President, the Washington Center, the Statewide Division of Agriculture and Natural Resources (DANR), and other indigenous UC sites and remote locations.

Value-Added Service – Includes optional services provided upon request at no additional charge to UNIVERSITY.

Waste-to-Energy Conversion - A process that can offset the use of fossil fuels and reduce emissions from coal and oil-fired utilities. Some carpets with nylon face fibers can be burned to power concrete kilns, while the limestone-rich ash is added to Portland cement.

Work – "Work" shall include all obligations, duties, requirements, and responsibilities required to be undertaken for the successful completion of the Agreement by CONTRACTOR and its SUBCONTRACTORS, including the furnishing of all supervision, labor, materials, equipment, and supplies required to carry out CONTRACTOR'S responsibilities under this Agreement.

## **PART II - GENERAL REQUIREMENTS, TERMS & CONDITIONS**

### **ARTICLE 1 – AGREEMENT PERIOD**

The initial Agreement period shall commence July 1, 2002 through June 30, 2004. The initial Agreement period will be for a period of two (2) years. UNIVERSITY reserves the right and CONTRACTOR agrees to allow UNIVERSITY the option to renew, at UNIVERSITY'S sole discretion, this Agreement term for up to two (2) additional two-year periods, at the same prices or pricing basis, terms, and conditions as the initial Agreement.

### **ARTICLE 2 – INCORPORATED DOCUMENTS**

The following documents and forms are incorporated as a part of the Agreement, and are attached hereto:

- Attachment 1 – Mill-Certified List of Carpet Dealers and Subcontractors to Agreement
- Attachment 2 – UC Carpet Recycling Program: “*Ensuring Total Sustainability*” (UC-CaRPETS)
- Attachment 3 – Carpet References, Acronyms and Standard Nomenclature
- Exhibit I – Minimum Specifications for Loop Carpet
- Exhibit II – Minimum Specifications for Cut-Pile Carpet
- Exhibit III – Minimum Specifications for Loop/Cut-Pile Mix Carpet
- Schedule A –Manufacturer’s Price List and UC's Discounted Price Schedule
- Schedule B – UC Price Schedule for Carpet Backing and Carpet Cushions
- Appendix A – University of California Standard Terms and Condition of Purchase (rev. 8/99)
- Supplement 5 – Special Terms and Conditions for Federal Government Contracts (rev. 5/00)

### **ARTICLE 3 – SCOPE OF WORK**

CONTRACTOR shall provide (as further described in Schedules A through C and follows):

- Broadloom Carpet – 100% nylon branded fiber, loop, cut-pile, and loop/cut-pile mix that meets or exceeds UNIVERSITY'S minimum specifications per Exhibits I, II, and III;
- Basic Services – Standard services provide to UNIVERSITY with every order including, but not limited to, Pre- and post-sales support, order processing, customer service, product demonstration, product samples, product information, and;
- Value-Added Services – optional services provided upon request at no additional charge to UNIVERSITY on a campus by campus basis, including, but not limited to, carpet design consultation, project management, project coordination, buyer training, carpet maintenance training, showroom carpet, carpet recycling and reclamation service, project estimate services, and web application services for e-commerce.

#### **A. BROADLOOM CARPET**

CONTRACTOR shall furnish broadloom carpet, 100% nylon branded fiber, loop or cut pile, with various backing options contained in the manufacturer's standard running line of products that meet or exceed UNIVERSITY'S minimum specifications per Exhibits I, II, and III.

#### **B. BASIC SERVICES**

Basic Services are services related to sales support, project management, and training. Basic services are included with every order at each University location and at no additional charge to UNIVERSITY. Basic Services are available to UNIVERSITY at any time upon request and include the following:

1. PRE- AND POST-SALES SUPPORT

The Supplier shall provide continual and timely pre- and post-sales support, which includes, but is not limited to:

- a) **Single Point Of Contact**  
CONTRACTOR will designate a specific individual dedicated to the role customer service representative responsible for managing locally all issues related to sustaining excellence in customer service to UC.
- b) **Toll-free Telephone Access Line**  
CONTRACTOR will provide toll-free telephone access to a Call Center set up to handle order placement, order status inquiries, service requests, and technical support.
- c) **Local Customer Service**  
Customer services available from local ShawTek representative on-hand to answer any questions regarding product and service requests that are already in the system. Available 8:00 AM – 5:00 PM, PST, Monday through Friday.
- d) **On-line Access Via the Internet**  
Web-based inquiry and reporting of customer service issues on-line via the Internet (currently under construction for UC, see Art. 3.C.8. “e-Business”).
- e) **Timely quotations**  
Quotations will be measured for completion within two business days unless further clarification or field assistance is required. “Custom” or non-standard special product quotations could require up to an additional five (5) days.
- f) **Written Acknowledgements of Orders**  
Written acknowledgements of orders, with expected delivery dates, or order status reports, will be available to campuses based on individual campus requirements. PO number, item description, scheduled shipping date from manufacture and expected date of delivery, and tagging information, etc.
- g) **Order Status**  
Records will be maintained by CONTRACTOR and Subcontractors by customer purchase order for the purpose of providing the University with, order status, expediting services, and order tracking by purchase order.
- h) **24-Hour Telephone Response**  
All inquiries and customer service calls and reports will receive a call back acknowledgment within a 24-hour period or by the next business day.
- i) **Process Shipping Claims**  
The dealer will provide assistance in processing shipping claims. Any shipping claims required for shipments received by a Mill-Certified dealer will be processed on the customer’s behalf.
- j) **Return Authorizations**  
Return authorizations will be processed by the servicing dealer based on contractual terms established by this agreement (see Art. 19 “Returns”)

- k) **Resolution of Invoice Errors/Problems/Issuance of Credit Memos**  
CONTRACTOR and Mill-Certified Dealers will work in cooperation with the appropriate accounting representatives from each university to resolve and correct invoice errors and problems. Campus accounting or customer department will contact the servicing dealer with specific invoice issues for prompt resolution. Credit memos will be issued as required. The CONTRACTOR'S customer service Inforum will identify the appropriate action required to resolve outstanding issues within 2 business days.
- l) **Resolution of Incomplete, Incorrect orders and Speedy Handling of Problem Items**  
CONTRACTOR and Mill-Certified Dealers will work with the customer and UC purchasing representative to identify appropriate actions required to resolve any incomplete orders, incorrect orders, and any order that contains outstanding Punchlist items. UC customers are ultimately responsible for verifying the completeness of quotations and purchase orders. Purchase Order errors will be corrected based on the direction of the customer. If necessary, the Customer will provide either a modified or new PO to procure additional product and services. If the error was caused by CONTRACTOR and the quotation and customer's PO happens to be correct, the error will be corrected by CONTRACTOR without further involvement of campus procurement. The Mill-Certified Dealer's customer service Inforum will identify the appropriate action required to resolve outstanding issues within 2 business days. Each servicing dealer will resolve all issues related to shortages and damages.
- m) **Proof of Delivery**  
CONTRACTOR will furnish 'Proof of Delivery' immediately upon request from UNIVERSITY.
- n) **Warranty Repair**  
Warranty repairs will be provided by the CONTRACTOR or Subcontractor based on the manufacturer's published warranty. If repair work is not covered under the terms of the warranty policy, the customer will have the option of securing appropriate services from the dealer at a fee calculated on labor and materials at the highest discounted rate for any preferred customer.
- o) **Customer Satisfaction and Customer Feedback**  
Customer satisfaction surveys will be conducted campus by campus and systemwide.
- p) **Performance and Activity Reporting and Metrics**  
Performance and activity reports will be provided to individual campuses as well as to the Office of the President on a semi-annual.
- q) **Notification of Discontinued Product**  
Each campus will receive written notice of discontinued products and lines. The formal notification will be provided to one individual for campus distribution or web posting. If customers choose to purchase product that is slated for discontinuation, dealer will have customer sign a culling notification. Mill reserves the right to discontinue product or finishes based on manufacturing, quality, and availability without prior notification as needed.

2. PRICE LISTS, SAMPLES, BOOKS, E-CATALOGS & WEB-ENABLED SOFTWARE

Upon request, the Supplier shall furnish each authorized UC carpet buyer with:

- a) A hardcopy and an electronic copy (web-based and/or on compact disk) of its complete product line(s) with graphics, product profiles, specifications, photos, product availability, and applicable price list(s). Each campus shall provide CONTRACTOR with the complete name, title, e-mail and mailing address for those individuals requiring these materials.
- b) Carpet samples in individual, buyer-specified sizes will be made available upon request;
- c) Carpet samples in hardbound sample books will be made available upon request;
- d) CONTRACTOR shall make available to each campus web-enabled carpet specifying software, i.e., "BlueBolt" or comparable tool, for the UNIVERSITY designers and carpet buyers.

C. VALUE-ADDED SERVICES

Value-Added Services are optional services available to UNIVERSITY at no additional charge, that may be selected separately or in conjunction with an order. Value-added services include, but are not limited to:

1. BUYER TRAINING

CONTRACTOR will make available buyer training on an annual basis. Buyer training, as set forth below, will take place at a location mutually agreed upon by the CONTRACTOR and Campuses:

- a) Annual training calendar and course materials will be created to support campus training. This calendar will be distributed to individuals identified at each campus. Campuses will select from the offered training courses, seminars, and events based on campus needs and course schedules.
- b) A minimum of 24 hours of buyer group training for each University site for a maximum of twenty employees.
- c) Training in the "How-To" development of carpet specifications, carpet order fulfillment, and the UC-CaRPETS program for carpet recycling, reclamation, and environmental sustainability.
- d) Alternate on-line training upon availability (see Art. 3.C.8. Value-added Services "E-Business").

2. CARPET PROTECTION AND MAINTENANCE TRAINING

The CONTRACTOR, upon request, shall make available, on an annual basis, a minimum of 24 hours of carpet protection and maintenance training to each University site for a maximum twenty employees per site. The Supplier shall provide such training at a facility, or on-line, as mutually agreed upon by the parties. Each campus will have different levels of need and ability to travel to central locations. Specific needs will be determined and accommodated on a campus by campus basis.

3. SHOWROOM CARPET

CONTRACTOR will provide sample carpets in appropriate sizes for campus office furniture showrooms as mutually agreed upon between University campus and CONTRACTOR. The amount of showroom carpet and settings will be based on mutual agreement per campus needs analysis. The showroom carpets are intended to be used for display and demonstration purposes only. The ownership of products remain with CONTRACTOR and/or the Mill-Certified servicing dealer. Any sample carpet that is culled or discontinued will be replaced with a comparable or new product in cooperation with UNIVERSITY. Modifications will be based on campus needs and CONTRACTOR'S introduction of new carpet products.

4. UC CARPET RECYCLING PROGRAM FOR ENVIRONMENTAL SUSTAINABILITY

CONTRACTOR will establish and manage the "UC-CaRPETS" program, a UC systemwide program for promoting carpet recycling, reclamation, and environmental sustainability in accordance with Attachment 2. CONTRACTOR will ensure that used or old carpet fibers and carpet backing materials will not be placed in a landfill or incinerated (unless converted from waste to energy). All costs for carpet pullup, pickup, collection, transportation, consolidation, recycling, reclamation, and distribution will be borne by the CONTRACTOR for all orders for "Closed-Loop" carpets issued under this Agreement (a nominal fee of \$0.25 per square yard may be assessed UNIVERSITY to mitigate CONTRACTOR'S expense for reclamation of old carpet if new replacement carpet that does not contain "Closed-Loop" properties).

5. PROJECT MANAGEMENT AND COORDINATION SERVICES

CONTRACTOR will provide professional project management and coordination services on-site to UNIVERSITY for both large and small projects on as-needed basis per Campus option and discretion.

6. CONSULTATION AND DESIGN SERVICES

CONTRACTOR will provide the University or the University's Architecture & Design (A&D) firm and with carpet consultation and design services involving expert advise and support when needed in the development of carpet specifications, field verification, and application verification services. Such services may include:

- Measurements of space layout based on on-site "walk-thru" verification
- Measurements of space layout based on blueprint takeoff schematics
- Cost calculations and quotations
- Subfloor evaluation and review
- Provide seaming diagrams
- Provide cut sheets
- Provide testing data, product certification, and warranty information
- Consultation in complex specifying and selection services by carpet applications
- Consultation in complex specifying of selection services by carpet design
- Consultation in specifying of selection services by "Green" recommendations
- On-site demonstration of product features and product awareness
- Written guidelines and information on carpet installation and adhesives

UNIVERSITY will make the initial determination of whether or not consultation services are required for a project and inform the CONTRACTOR when ready.

7. WAREHOUSING AND STORAGE

CONTRACTOR will provide UNIVERSITY with warehousing and storage for all carpet orders on an as-needed basis upon request. The actual amount of space and level of services required by UNIVERSITY will be on a case-by-case basis and subject to prior notification by authorized UC personnel.

8. E-BUSINESS

CONTRACTOR and its Subcontractors or Mill-Certified Dealers will cooperate with each campus to fulfill each campus' requirements and timeframe for establishing electronic on-line tools for e-Business, including, but not limited to, contract information, budgetary pricing, product order status, and web-based procurement transactions, electronic messaging, reporting, security, and levels of authorization and expenditure, etc. CONTRACTOR will develop and make available to all UC campuses, medical centers and National Laboratories a fully-operational e-Business system by: July 1, 2003. The emergence of a fully-operational system will also be contingent upon the site-readiness of each individual UC site.

ARTICLE 4 – PRICING

4.1. Price Lists and UNIVERSITY Discount Schedule

Pricing for carpet products will be based on current NET pricing for UC or on the CONTRACTOR'S list price minus discounts received by UNIVERSITY per the Product Line and Price Schedule shown on Price Schedule - A.

4.2. Fixed Pricing

Fixed pricing on selected products under contract, are highlighted on Price Schedule – A and are available at no increase until the expiration of the initial Agreement period. UNIVERSITY accepts price declines for any product under contract. Fixed pricing for additional products may be negotiated by UNIVERSITY'S authorized personnel subject to final approval by the UC Contract Administrator at the Office of the President.

4.3. Discount Pricing

In addition to the fixed priced products, UNIVERSITY is entitled to purchase under this Agreement any nylon fiber, broadloom, loop, and cut-pile carpet product with various backing options that are contained in the CONTRACTOR'S standard running line. CONTRACTOR will provide UNIVERSITY the most favorable discount percentage rate that is available to any of the manufacturer's most preferred customers as indicated in Schedule A. Pricing will be drawn from CONTRACTOR'S current price list and will show the UNIVERSITY'S discount percentage and/or reflect UNIVERSITY'S Net price with discount included. CONTRACTOR will not extend to UNIVERSITY a discount percentage any lower than fifty-percent (50%).

4.4. Basis for Price Adjustments

UNIVERSITY will accept CONTRACTOR'S offer for any price decreases during the period of this Agreement, effective at the time of announcement of said price decreases. CONTRACTOR shall submit notification of price increases to UNIVERSITY in writing and shall provide supporting documents. Price increases shall not exceed the rate of Consumers Price Index (CPI) or an average increase of more than three-percent (3%), whichever is lower. Calculation of average increase will be based on products historically purchased by UNIVERSITY. UNIVERSITY shall grant no more than one (1) price increase every twelve months. Any price increase is subject to prior approval by the UC Contract Administrator at the Office of the President and, if approved, shall be applied only at the anniversary period of the Agreement.

CONTRACTOR must provide ninety (90) days advance written notice of any annual price increase to the Contract Administrator at the UC Office of the President, and reference the UC Systemwide Master Agreement Number 657/OP/002 prominently in the notification.

#### 4.5. Special Promotional Pricing

UNIVERSITY shall receive the benefit of any Dealer special promotional discounts offered to other customers during this Agreement period if such discounts would result in a lower selling price to UNIVERSITY.

#### 4.6. Custom Product Pricing

CONTRACTOR must obtain final approval from the UC Contract Administrator for all custom product added to this Master Agreement. CONTRACTOR will provide a discount for custom product at a percentage rate no lower than forty-percent (40%). Pricing for all custom design products and fixed-priced products will be subject to negotiation and final approval with the UC Contract Administrator at the Office of the President.

#### 4.7. Price Protection and Certification

Pricing of an order is to be based on the date when a complete and accurate Purchase Order is received by the CONTRACTOR for the product or service as opposed to prices in effect during the time of delivery or service.

### ARTICLE 5 – NON-EXCLUSIVITY

Throughout the contract period, UNIVERSITY organizations may at any time, at their sole discretion, and on a non-mandatory basis, utilize this competitively-bid UC Master Agreement in lieu of seeking further competitive solicitation. CONTRACTOR, however, does not own, nor will retain, and will not be entitled to universal rights or privileges to UNIVERSITY'S carpet requirements. UNIVERSITY has awarded CONTRACTOR this Master Agreement on a non-exclusive basis. UNIVERSITY may solicit competitive bids to fulfill individual requirements if deemed to be in the best interest of the UNIVERSITY. Local campus purchasing policies will also apply.

### ARTICLE 6 – NO MINIMUM ORDER

There shall be no minimum order levels for University purchases.

### ARTICLE 7 - BIDDING AND CONTRACTING FOR CARPET INSTALLATION SERVICES

UNIVERSITY campuses and UC sites may solicit competitive bids, or competitive proposals, and/or negotiate separately for their respective contract requirements for carpet installation services. UNIVERSITY will make a reasonable effort to ensure that the carpet manufacturer's requirements for installation, and for staging old carpets for recycling, will be included in UNIVERSITY'S bid, proposal, and contract specifications for carpet installation.

### ARTICLE 8 – NEW PRODUCTS

Pricing for new products and new product lines that are introduced by the manufacturer as well as new additions to existing lines introduced during the term of this agreement will be subject to negotiation for fixed pricing for UNIVERSITY at the time of product introduction. At no time will the UNIVERSITY receive a discount percentage lower than 50% off the manufacturer's list price for a new product.

## ARTICLE 9 – ORDERING

Authorized University personnel at the various University sites will issue purchase orders, charge card orders, secured on-line Internet orders, or other contracting instruments to fulfill their carpet requirements under the terms of this Agreement. Procedures, delegation of authority, approvals, and contract instruments will vary by University site. Orders will be issued either directly to CONTRACTOR or to one of the Mill-Certified Dealers or Subcontractors approved under this Master Agreement. All UNIVERSITY orders issued under this Agreement should reference UC Master Agreement #657/OP/002.

## ARTICLE 10 – INVOICING/ PAYMENT

10.1 Payment terms under this Agreement for UNIVERSITY purchases issued directly to CONTRACTOR shall be **5%–20 days, 3%–30 days, Net 40 days ARI/ARO** (after receipt of invoice, or after receipt of order), whichever comes later. Late payments sent by UNIVERSITY for purchases issued under this Agreement shall not be subject to any late charges, penalties, or interest charges.

10.2 The contracting parties agree that all of the Mill-Certified Subcontractors, as identified under Part I, Article 3 of this Agreement, may at times be used by CONTRACTOR to deliver goods, perform services, and collect monies for such goods and services on behalf of CONTRACTOR. In some cases the Subcontractor(s) may invoice UNIVERSITY directly and be paid directly by UNIVERSITY for goods and services rendered to UNIVERSITY on behalf of CONTRACTOR. Any payment made to Subcontractor(s) in accordance with this provision shall be considered payment to CONTRACTOR for the purposes of this Agreement, and shall satisfy UNIVERSITY'S obligation to make payment to CONTRACTOR pursuant to this Agreement.

## ARTICLE 11 – CALIFORNIA STATE UNIVERSITY SYSTEM (CSU)

An Agreement of Understanding exists between The Regents of the University of California and The Trustees of the California State University (CSU), establishing the California Higher Education Consortium (CHEC). Through a collaborative relationship, the Consortium seeks to combine procurement and contracting activities and efforts to obtain best value goods and services while reducing total acquisition costs. Accordingly, the Agreement resulting from this solicitation shall recognize the participation of the 23 campuses of the Trustees of the California State University with the following understandings:

The Supplier agrees to extend the product pricing and basic services to the CSU Institutions under the terms of the resulting Agreement. Value-added services will be subject to negotiation and mutual agreement between the Supplier and the CSU campus.

All contractual administration issues regarding the Agreement (e.g. terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the University of California. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving CSU campuses shall be addressed, administered, and resolved at each individual CSU campus. The University of California and the California State University are two separate and distinct governmental entities. As such, each administrative unit and campus therein is financially separate and shall be responsible for individual financial commitments. No fiduciary responsibility nor performance liability, unless otherwise expressed, exists between the University of California and California State University and their respective campuses. CSU will use the Master Agreement to the extent possible and as deemed by its fiduciaries to be in the best interests of CSU.

#### ARTICLE 12 – PACKING SLIPS

A fully itemized packing slip must accompany each delivery of an order. Consolidated packing slips (several orders combined on one packing slip) shall not be used. The Supplier shall clearly mark all packages with appropriate information as required by each University site. Such information may include the purchase order number (or reference to another purchasing instrument) and the deliver-to information (including departmental name, street address, building and room number, contact information, etc.).

#### ARTICLE 13 – F.O.B. POINT

Shipments and deliveries under this Agreement shall automatically be F.O.B. Destination, with all shipping costs and risk of loss borne by the Supplier. As an exception, UNIVERSITY may at any time, at its option and at the sole discretion of an authorized buyer, modify the F.O.B. point to reflect point of origin, freight collect. In case of the latter, UNIVERSITY may deduct an amount equal to \$0.44 per square yard to the unit price of the applicable order. UNIVERSITY accepts responsibility for filing freight claims, if necessary, in cases where the F.O.B. point has been modified.

#### ARTICLE 14 – TAXES

Most University purchases are subject to state sales tax. When purchases are exempt from sales tax, the University shall provide exemption certificates upon request. The University of California is exempt from federal excise tax. The University will furnish an exemption certificate upon request. The Supplier shall pay all federal and state taxes, levies, duties, and assessments of every nature due in connection with any work under the Agreement, and shall indemnify and hold harmless the University from any liability arising from such taxes, levies, duties, and assessments.

#### ARTICLE 15 – REPORTING AND PERFORMANCE METRICS

The Supplier shall submit quarterly aggregate sales reports as follows:

- Total sales per University site
- Number of orders per University site
- Sales per University site by dollar amount (low to high)
- Sales per University site by product name, type, price, quantity and user

The Supplier will also submit quarterly reports for performance-based metrics reports as follows:

- Customer Satisfaction Survey – to be co-developed by UNIVERSITY and CONTRACTOR
- Performance Reporting by Subcontractors
- Return phone calls – 1 business day
- Design/sales meetings – 3 business days as schedules allow
- Formal quotations – 2 business days from receipt of complete & accurate information
- Number of days to receive campus PO from receipt of quotation (not to be used as a metric)
- Number of days to manufacture and ship product
- Number of days to deliver and install complete order from the time order is received by Supplier
- Number of days to complete punchlists

#### ARTICLE 16 – QUARTERLY BUSINESS REVIEWS

Representatives from the University and CONTRACTOR shall participate in quarterly business reviews. The purpose of the quarterly business review is to regularly review CONTRACTOR'S performance and discuss any necessary change and improvement implementation that is mutually beneficial to the business processes of order fulfillment and promotes compliance with the terms of the Agreement. CONTRACTOR shall designate at least four members of its executive and managerial staff to participate in such meetings. The meetings shall take place at a site mutually agreed upon by both parties.

#### ARTICLE 17 – PREMATURE DELIVERY / UNIVERSITY REQUESTED DELAYS

CONTRACTOR will ensure that products are delivered according to the mutually agreed upon date of delivery as specified on the order acknowledgement. Delivery dates will be established in accordance with the order acknowledgement based on CONTRACTOR'S published lead times at the time of order; or by the factory-acknowledged dates established if shortened lead times are required during the manufacturing process. CONTRACTOR will proactively ensure that products are not shipped too far in advance of the specified delivery date without prior approval from UNIVERSITY. CONTRACTOR shall obtain approval from UNIVERSITY site representative prior to delivering the products in advance of the requested delivery date. If an attempt is made to deliver an order prior to the agreed upon delivery date, UNIVERSITY may request Supplier to place the order into storage at no additional charge to UNIVERSITY until the agreed upon delivery date. Such a request shall not release the Supplier from its contractual responsibility for delivering an order at the mutually agreed upon time.

#### ARTICLE 18 - PRODUCTS WARRANTY

All product warranties will be in accordance with its submittal to UNIVERSITY' Request For Proposal (RFP) 657/OP/001 and reflect the most favorable warranty provisions offered by the manufacturer. Manufacturer certifies that its product warranty for carpet will include, but not be limited to, carpet backing to allow slab moisture for up to 5 lbs. per 1000 sq. ft.; guarantees against defects of material and workmanship for a minimum of two (2) years from the date of initial occupation; a minimum of fifteen (15) years of non-prorated warranty protection against edge ravel, "zippering", delamination, dimensional stability, static protection, and fiber loss from abrasive wear.

#### ARTICLE 19 – RETURN OF PRODUCTS

CONTRACTOR will resolve issues involving return goods within a one (1) week period. UNIVERSITY may return product to the Supplier, subject to accepting the associated freight charges for both inbound and outbound. CONTRACTOR will waive its normal restocking fee (25%) and accept the return of new and unused product from a UC campus under the following conditions:

- Carpet product is returned as original uncut rolls (roll balances less than 50 ft. are subject to restocking charge)
- A return goods authorization (RGA) is requested from the Supplier prior to returning goods
- The customer is responsible for inbound and outbound freight charges associated with the return of product
- Pull-up carpet may be returned only as part of the carpet recycling program

#### ARTICLE 20 – ORDER CHANGES AND CANCELLATIONS

CONTRACTOR agrees to accept cancellation or deferral of any purchase order without charge, provided that Supplier receives such cancellation notice prior to the scheduled shipping date of the order for all standard products. Special items (custom designed) for manufacture are subject to cancellation by mutual agreement. Each request for cancellation shall be reviewed on a case-by-case basis, taking into consideration the complexity and the acknowledged scheduled ship date involved. In all cases, however, CONTRACTOR shall minimize any applicable charges to UNIVERSITY. All requests for changes in quantity or specifications shall be delivered to the Supplier in writing. Supplier will use reasonable efforts to accommodate UNIVERSITY'S requests to change delivery dates, after order acknowledgement has been established.

ARTICLE 21 – AUDITS

This Agreement will be subject to the examination and audit at any time during the contract term by the Auditor General of the State of California and/or the University's designated auditor assigned for cost recovery and analytical review, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters that are connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. Any documents, paper, books, and other records (in hardcopy and electronic formats) necessary to certify the nature and the costs of product and services provided to the University must be made available and offered voluntarily by CONTRACTOR. Any Subcontractor to this Agreement must also agree to submit to and cooperate with an audit examination.

ARTICLE 22 – DISPUTES

In the event the Supplier and a Campus are unable to resolve a matter of conflict, the matter is to be escalated for resolution within UNIVERSITY as follows:

- 1<sup>st</sup> - To University campus Carpet Buyer
- 2<sup>nd</sup> - To the campus Purchasing Manager
- 3<sup>rd</sup> - To the campus Director of Materiel Management
- 4<sup>th</sup> - To UC Contract Administrator at the Office of the President

The escalation within CONTRACTOR will be as follows:

- 1<sup>st</sup> – To the Account Manager, copying the Mill's Area Market Manager
  - 2<sup>nd</sup> - To the Mill's Area Market Manager, copying the Mill's Director of National Accounts
- The issue at this point will be tracked in a Quality Inspection Report (QIR)
- 3<sup>rd</sup> - To the Mill's Director of National Accounts, copying the Mill's Vice President of Sales
  - 4<sup>th</sup> - To Mill's Vice President of Sales, copying the Mill's President

ARTICLE 23 – ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Except as noted hereunder, the CONTRACTOR shall not assign, transfer, or sell any rights or obligations under this Agreement without the written consent of the UC Contract Administrator at the Office of the President.

ARTICLE 24 – SUPPLIER REBATES

Each campus Purchasing Office shall have the right to modify the price schedule of this Article 24 “Supplier Rebates”, based on their individual campus’ need, impact, and subject to prior approval of the UC Contract Administrator at the Office of the President. Such modifications shall not alter the basic pricing structure of contract.

ARTICLE 25 – UNIVERSITY’S STANDARD TERMS AND CONDITIONS AND SUPPLEMENT –5

UNIVERSITY'S standard terms and conditions for purchase, per the attached Appendix-A, will apply to purchases issued under this Master Agreement. For purchases that may involve a Federal Government contract, the attached Supplement-5, will also apply. Additionally, salient terms and conditions as stipulated in a UNIVERSITY purchased order issued by an authorized UC buyer may also apply but to individual orders only and on a case-by-case basis.

ARTICLE 26 – INSURANCE

26.1 CONTRACTOR, at its sole cost and expense, will insure its activities in connection with the work under this order and obtain, keep in force, and maintain at all times the minimum amount of insurance as follows (CONTRACTOR may exceed the minimum requirements or UNIVERSITY requirements may accordingly be higher on a project-by-project basis in the future):

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence:	\$ <u>1,000,000</u>
Products / Completed Operations Aggregate:	\$ <u>1,000,000</u>
Personal and Advertising Injury:	\$ <u>1,000,000</u>
General Aggregate (Not applicable to the Comprehensive Form):	\$ <u>2,000,000</u>

8.2 If the above insurance is written on a claims-made form, it will continue for three years following termination of this Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$ 1,000,000 per occurrence.

(REQUIRED ONLY IF SUPPLIER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY).

C. Workers' Compensation as required by California State law.

8.3 It is understood that the coverage and limits referred to under A., and B. above will not in any way limit the liability of Supplier. Supplier will furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates will:

- (1). Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage;
- (2). Indicate on the insurance certificate that ***The Regents of the University of California has been endorsed as an additional insured*** under the coverage referred to under A. and B;
- (3). Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 27 – TERMINATION OF AGREEMENT

This Agreement may be terminated by UNIVERSITY for convenience in whole or in part at any time in accordance with the terms of Article 4 of the attached Appendix A. In the event of such termination, UNIVERSITY agrees to provide at least ninety (90) days prior written notice of the effective date of termination and the extent thereof.

Either party may terminate this Agreement in whole or in party at any time for any material breach by the other party if the breaching party fails to correct such breach within sixty (60) days receipt of written notice of breach.

In addition to other remedies described in Article 4 of the attached Appendix A, it should be understood that future Agreements with UNIVERSITY may be limited or withheld completely, pending re-establishment of an acceptable record by CONTRACTOR.

ARTICLE 28 – ENTIRE AGREEMENT

This Agreement, with its incorporated documents, attachments, exhibits, Appendix-A, & Supplement-5, states the entire agreement between the parties described herein with respect to the subject matter and supersedes any previous or contemporaneous oral and/or written contract(s) or agreement(s), and incorporates the University of California’s Request For Proposal (RFP) #657/OP/001 and Shaw Industries, Incorporated submittals and proposal response to RFP #657/OP/001 to the UC Regents as reference(s) to the performance requirements of this Agreement. The parties expressed herein acknowledge that they have not been induced to enter into this Agreement by any oral and/or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only in writing, and signed by the parties.

*IN WITNESS WHEREOF, the parties by the rightfully authorized representatives execute this Agreement to commence on July 1, 2002 and will terminate on June 30, 2004.*

Signed and executed by:



\_\_\_\_\_  
Signature of Authorized Representative

**David Haskins**

\_\_\_\_\_  
Printed Name of Authorized Representative

**Director, Materiel Management**

\_\_\_\_\_  
Title of Authorized Representative

**July 1 , 2002**

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Authorized Representative

**Brad Townsend**

\_\_\_\_\_  
Printed Name of Authorized Representative

**President**

\_\_\_\_\_  
Title of Authorized Representative

**July 1 , 2002**

\_\_\_\_\_  
Date

PART III – ATTACHMENTS, EXHIBITS, APPENDIX-A & SUPPLEMENT-5

The following documents and forms are incorporated as a part of the Agreement, and are attached hereto:

- Attachment 1 – Mill-Certified List of Carpet Dealers and Subcontractors to Agreement
- Attachment 2 – UC Carpet Recycling Program: “*Ensuring Total Sustainability*” (UC-CaRPETS)
- Attachment 3 – Carpet References, Acronyms and Standard Nomenclature
- Exhibit I – Minimum Specifications for Loop Carpet
- Exhibit II – Minimum Specifications for Cut-Pile Carpet
- Exhibit III – Minimum Specifications for Loop/Cut-Pile Mix Carpet
- Schedule A –Manufacturer’s Price List and UC's Discounted Price Schedule
- Schedule B – UC Price Schedule for Carpet Backing and Carpet Cushion
- Appendix A – University of California Standard Terms and Condition of Purchase (rev. 8/99)
- Supplement 5 – Special Terms and Conditions for Federal Government Contracts (rev. 5/00)

University of California  
APPENDIX -A  
**Terms and Conditions of Purchase**

ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, 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 this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

**ARTICLE 4 - TERMINATION**

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:

- (1) the unit or pro rata order price for the performed and accepted portion; and
- (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University,

acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted shall be effective only if given in writing. If such delay is due to failure of University, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the word "Seller" includes Seller and its suppliers at any tier.

**ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY.**

Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

**ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR**

A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

- (1.) The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.
- (2.) Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

## ARTICLE 10 - INDEMNITY.

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller.

The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f)), marital status, age, physical and mental handicap in regard to any

position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

- FAR 52.222-04 Contract Work Hours and Safety Standards Act
- FAR 52.222-26 Equal Opportunity
- FAR 52.223-02 Clean Air and Water (If order exceeds \$100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:

- (1) Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of University;
- (2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University 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 Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall 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 University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed 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, the Seller, its subcontractors, the University or other persons.

To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$ _____
Products/Completed Operations Aggregate	\$ _____
Personal and Advertising Injury	\$ _____
General Aggregate (Not applicable to the Comprehensive Form)	\$ _____

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per occurrence with an aggregate of not less than

\_\_\_\_\_ dollars (\$ \_\_\_\_\_). If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

(1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.

(2) 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. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.

(3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller 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 in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - 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 shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.

**ATTACHMENT - 1**  
**List of Shaw's Subcontractors, Mill-Certified Dealers and & Representatives**  
**UC Systemwide Master Agreement #657/OP/002**

<p>Nathan Stevenson, ShawTek Group  Phone: 800-424-7429 ext. 6402  Cell: 925-570-8716  Fax: 925-556-9189  Email: nathan.stevenson@shawinc.com</p> <p><b>UC Santa Cruz</b></p> <p>Tom Cuddie  R.E. Cuddie Co.  1695 S. Seventh Street  San Jose, CA 95112  Phone: 408-998-1250  Fax: 408-998-5040</p>	<p>Drew Ferrier, ShawTek Group  Phone: 800-424-7429 ext. 8310  Cell: 916.217.6000  Fax: 925-556-9189  Email: drew.ferrier@shawinc.om</p> <p><b>UC Davis; UC Davis Medical Center</b></p> <p>Scott Brown  Spectra Contract Flooring  3129 Fite Circle Ste. 120  Sacramento, CA 95827  Phone: 916-856-5988  Fax: 916-856-1801</p>
<p>Mike Tokerud, Shaw Tek Group  Phone: 800-424-7429 ext. 8995  Cell: 415-850-9004  Fax: 415-388-0949  Email: mike.tokerud@shawinc.com</p> <p><b>UC San Francisco; UCSF Medical Center</b></p> <p>Tom Christophe  Anderson Carpet &amp; Linoleum Sales Co., Inc  4101 Broadway  Oaklnad, CA 94611  Phone: 510-652-1032  Fax: 510-652-5344  Email: Linotom@aol.com</p>	<p>Mike Tokerud, ShawTek Group  Phone: 800-424-7429 ext. 8995  Cell: 415-850-9004  Fax: 415-388-0949  Email: mike.tokerud@shawinc.com</p> <p><b>UC Berkley</b></p> <p>Tom Christophe  Anderson Carpet &amp; Linoleum Sales Co., Inc  4101 Broadway  Oakland, CA 94611  Phone: 510-652-1032  Fax: 510-652-5344  Email: Linotom@aol.com</p>
<p>Stuart Sharts, ShawTek Group  Phone: 800-424-7429 ext. 8776  Cell: 805-432-9097  Fax: 805-581-4286  Email: stuart_scharts@shawinc.com</p> <p><b>UC Santa Barbara</b></p> <p>Don Green  Floor Connection  141 Brisco Rd.  Arroyo Grande, CA 93420  Phone: 805-781-0767  Fax: 805-781-0783  Email: dgreen966@aol.com</p>	<p>Stuart Sharts, Shaw Tek Group  Phone: 800-424-7429 ext. 8776  Cell: 805-432-9097  Fax: 805-581-4286  Email: stuart_scharts@shawinc.com</p> <p><b>UC Los Angeles; UCLA Hospital</b></p> <p>Jose Castellon  Spectra Contract Flooring  16360 Roscoe Blvd, Ste 120  Vannuys, CA 91406  Phone: 818-891-6333 ext. 27  Fax: 818-891-6133</p>

**ATTACHMENT - 1**  
**List of Shaw's Subcontractors, Mill-Certified Dealers and & Representatives**  
**UC Systemwide Master Agreement #657/OP/002**

<p>Steve Friedman  ShawTek Group  Phone: 800-424-7429 ext. 8055  Cell: 714-493-5126  Fax: 714-777-9553  Email: steve_friedman@shawinc.com</p> <p><b>UC Irvine, UCI Medical Center</b></p> <p>John Bouyer  John Bouyer and Assoc.  1060 N. Batabia  Orange, CA 92867  Phone: 714-771-1573  Fax: 714-771-2403</p>	<p>Russ Kitchens  ShawTek Group  Phone: 800-424-7429 ext. 8228  Cell: 909-830-8716  Fax: 909-301-1151  Email: russkitchens@shawinc.com</p> <p><b>UC Riverside</b></p> <p>Duane Ritz  Fair Price Carpets Inc.  1070 Center St.  Riverside, CA 92507  Phone: 909-684-8578  Fax: 909-684-2640</p>
<p>Suzanne Ives, ShawTek Group  Phone: 800-424-7429 ext. 8215  Cell: 619-708-2210  Fax: 858-715-0029  Email:</p> <p><b>UC San Diego; UC San Diego Med Center</b></p> <p>Tyson Ray  Spectra Contract Flooring  8320 Camino Santa Fe, Ste. 1  San Diego, CA 92121  Phone: 858-642-7429  Fax: 858-642-7691  Email: tyson.ray@spectracf.com</p>	<p>Nathan Stevenson, Shaw Tek Group  Phone: 800-424-7429 ext. 6402  Cell: 925-570-8716  Fax: 925-556-9189  Email: nathan.stevenson@shawinc.om</p> <p><b>UC Office of the President</b></p> <p>Scott Brown  Spectra Contract Flooring  3129 Fite Circle Ste. 120  Sacramento, CA 95827  Phone: 916-856-5988  Fax: 916-856-1801</p>

**ATTACHMENT – 2**  
**UC Systemwide Master Agreement #657/OP/002**

**University of California’s**  
**Carpet Recycling Program: “Ensuring Total Sustainability”**  
**(UC–CaRPETS)**

A UC systemwide program to support carpet recycling, reclamation and environmental sustainability has been established for the University of California in order to promote the reutilization of all raw components contained in carpets after the life cycle of the existing or old carpet has been completed. This process supports the University’s systemwide goals towards total environmental sustainability, solid waste reduction, environmentally-conscious use of our natural resources, energy conservation, air-quality protection, landfill prevention, and for promoting responsible stewardship of our planet for future generations.

It has been demonstrated that reclaimed carpet components, i.e., carpet fiber, carpet backing, padding etc., can be reprocessed and converted back into raw materials for making new carpet fiber, automobile parts, concrete-alternative products, geotextiles, fiberboard, sod reinforcement, lumber-alternative products, and other valuable and useful products.

Shaw Industries, in this Master Agreement with UC, has established a network that is dedicated to supporting UC’s systemwide goals for recycling, reclamation, and environmental sustainability. Shaw INFORUM together with its alliance of channel partnerships with Honeywell, and its own Affiliated Flooring Dealer Network, will handle the entire process of collection, transportation, consolidation, recycling, and distribution of post-consumer carpet materials at \*no additional charge to the University of California for all orders issued by UC under this Agreement regardless of the brand of nylon fiber or manufacturer of the old carpet.

The Shaw INFORUM Coordinator will be involved in all stages of **The UC-CaRPETS Program** as indicated in Shaw's ten (10) step process. This includes overseeing and coordinating with the flooring contractor's or carpet installer’s \*\*pull-up, loading, and removal of old carpet, and afterwards, accepting responsibility for transportation and disposal, and final documentation for verification of recycling.

\*A \$0.25 fee per square yard may apply to haul away the old carpet when the old carpet is being replaced by new carpet that does not contain "closed-loop" recycling properties.

**ATTACHMENT – 2**  
**UC Systemwide Master Agreement #657/OP/002**

**\*\*** Carpet pull-ups and pick-ups must be staged according to Shaw's specifications. Shaw will not be responsible for costs associated with pull-up, staging, and loading of old carpets.

**ATTACHMENT – 2**  
**UC Systemwide Master Agreement #657/OP/002**

**SHAW INFORUM'S (10) STEP PROCESS FOR  
POST-CONSUMER PRODUCT RECYCLING**

**Step 1.**

Shaw Territory Manager will collect project information and communicate to the SHAW INFORUM Account Coordinator. The required information for collection services will be:

Location (Street Address including Zip Code)  
Facility Information (Contact Name, Departmental Name and Phone numbers)  
Size of Job  
Date Range of Job  
Customer Requirements (Recycling Needs)  
Installation Company (Contact Name and Phone Number)

**Step 2.**

Shaw INFORUM communicates required job information to Project Coordinator of Recycling Partner

**Step 3.**

Recycling Partner Coordinator Provides Plan  
Completes Audit  
Finalizes Job Requirements  
Develops plan for Job

**Step 4.**

Recycling Partner Coordinator Communicates plan to SHAW INFORUM Account Coordinator and Shaw Sales Representative

**Step 5.**

Shaw INFORUM coordinates project with Authorized Flooring Dealer and Recycling Partner

**Step 6.**

Authorized Flooring Dealer, or the Recycling Network (Honeywell, Dupont, BASF, etc.) collects Post-Consumer carpet from the Campus facility

**Step 7.**

Shaw INFORUM is responsible for verifying and ensuring that UC's old post-Consumer carpet has been collected from the UC facility and transported to the appropriate recycling center and not taken to a landfill disposal site.

**Step 8.**

At the recycling centers, all waste is sorted by fiber type. Nylon 6 waste is de-polymerized by Honeywell Nylon Recycling LLC and staged to be remanufactured into nylon 6 carpet yarns for use in Shaw's Eco Solution Q nylon carpet products. (A Closed-Loop Recycling Process). Nylon 6,6 waste is separated and re-melted for use in non-critical plastics application. (Down-cycling). Some used carpet fibers and components may need to be processed for wastes-to-fuel energy conversion.

**Step 9.**

Shaw INFORUM obtains official written manifest documentation, signed, and stating, to the effect, that "*UC's post-Consumer carpet has been completely recycled and no portion of the goods were placed in a landfill.*"

**Step 10.**

**ATTACHMENT – 2**  
**UC Systemwide Master Agreement #657/OP/002**

Shaw INFORUM sends a copy of the written manifest to the campus buyer and the UC Environmental Protection Services Unit at the UC Office of the President, for records retention.

**ATTACHMENT 3**  
**Carpet References, Acronyms and Standard Nomenclature**  
**UC Systemwide Master Agreement #657/OP/002**

- A. **GENERAL:** Abbreviated references and acronyms are part of the standard nomenclature representing specifications, codes, practices, criteria, and requirements for materials that are published and issued by the organizations, societies and associations listed below name but which they themselves may also be referenced by abbreviation and acronym throughout this Master Agreement.
- B. **REFERENCED REGULATIONS AND STANDARDS:** All references to established Standards mean and include the latest edition of such Regulations and Standards. Obtain copies direct from publication sources, if necessary.
- C. **REGULATIONS:**
1. **California Building Code (CBC):** Latest edition, with amendments.
  2. **California Code of Regulations (CCR):** Title 19, Public Safety.
- D. **STANDARDS:**
1. **American Association of Textile Chemists and Colorists (AATCC):**
    - a) **AATCC-16E:** Colorfastness to Light.
    - b) **AATCC-189:** Fluorine Content of Carpet Fibers.
    - c) **AATCC-134:** Electrostatic Propensity of Carpets.
    - d) **AATCC-165:** Colorfastness to Crocking; Carpets - AATCC Crockmeter Method.
    - e) **AATCC-174:** Antimicrobial Activity Assessment of Carpet - Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth.
  2. **American Society of Testing Materials (ASTM):**
    - a) **ASTM D 1335:** Tuft Bind of Pile Floor Coverings.
    - b) **ASTM D 418:** Methods for Testing Pile Yarn Flooring Construction.
    - c) **ASTM D 1423:** Test Method for Twist in Yarns by the Direct-Counting Method.
    - d) **ASTM D 3936:** Resistance to Delamination of Secondary Backing of Pile Yarn Floor Coverings
    - e) **ASTM D 5848:** Mass Per Unit Area of Pile Yarn Floor Coverings
    - f) **ASTM D 1667:** Specification for Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Closed-cell Foam).
    - g) **ASTM D 3574:** Test Method for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.

**ATTACHMENT 3**  
**Carpet References, Acronyms and Standard Nomenclature**  
**UC Systemwide Master Agreement #657/OP/002**

- h) ASTM D 3676: Specification for Rubber Cellular Cushion Used for Carpet or Rug Underlay.
  - i) ASTM D 5116: Guide for Small Scale Environmental Chamber Determinations of Organic Emissions of Indoor Products/Materials.
  - j) ASTM E 648: Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
  - k) ASTM E 662: Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
3. **Carpet and Rug Institute (CRI)**:
- a) CRI TM -102: Soil Resistance Treatment.
  - b) CRI Indoor Air Quality (IAQ) Testing Program:
    - 1. Carpets: Label requirements for installation.
    - 2. Adhesives: Label requirements for installation.
    - 3. Carpet Cushion: Label requirements for installation.
4. **Carpet Cushion Council (CCC)**: Traffic Classification System.
5. **Code of Federal Regulations (CFR)**: 16 CFR 1630 - Standard for the Surface Flammability of Carpet and Rugs (FF 1-70)
6. **International Standards Organization (ISO)**: ISO 2551 - Determination of Dimensional Changes of Textile Floor Coverings By Changing Influences of Water and Heat.
7. **U.S. Department of Housing and Urban Development (HUD)**:
- a) General: Certified Products Directory.
  - b) UM-44D: Use of Materials Bulletin.

**EXHIBIT I – to UC Systemwide Master Agreement #657/OP/002**  
**Minimum Specifications for Tufted Nylon Broadloom Loop Carpet (Revised 06/26/02)**  
*(Developed for UC in conjunction with the Carpet and Rug Institute)*

**Application**

Campus Facilities: Student Housing and Administrative areas

**Pile Yarn Requirements**

Type Pile Fiber: 100% First Quality Type 6 or 6,6 Branded Nylon, Bulked Continuous Filament (BCF), solution-dyed (preferred) with soil resist treatment, or yarn dyed with soil resist treatment; offering a construction and performance standards testing program by fiber producer. Note: All yarn systems must be free of residual processing lubricants which might promote rapid soiling.

**Construction Requirements**

Base Construction: Tufted, synthetic woven primary (woven, woven interlock, or other may be acceptable)

Tufting Gauge: 1/8 ga., or finer

Pile Yarn Weight: 26 ounces per sq. yd., minimum per ASTM D-5848

Pile Yarn Density: 6000 ounces per cubic yd., minimum

Pile Surface: Level loop, textured loop, or loop graphics

Backing: Must be suitable for direct-glue application – unitary, unitary laminated with secondary, or attached cushion products are acceptable.

Warranty: 15 year non-prorated warranty against edge ravel, dimensional stability, zippering, delamination, static protection, abrasive wear (minimum)

Recycled Content: No current requirement / 10% or greater content from recovered materials preferred.

**Performance and Test Requirements**

Static Propensity:	3.0 kV maximum average, step mode	AATCC 134
Tuft Bind:	15.0 lbs (minimum)	ASTM D-1335
Flooring Radiant Panel:	Class I, and/or in compliance with local building/fire code	ASTM E-648
Smoke Density:	Comply with local building/fire code (normally less than 450 optical density is acceptable)	ASTM E-662
Antimicrobial:	No requirement; however, if specified, must meet Federal GSA requirement (see solicitation 3FNH-92-F301-N)	AATCC 174, Part 1 or 2, and 3
Colorfastness to light:	4 minimum rating after 60 AFU	AATCC 16E
Delamination Resistance:	3.0 lbs per inch for secondary backed products, minimum	ASTM D- 3936
Emissions from new carpet and adhesives used in the installation:	Must meet test criteria of CRI Indoor Air Quality Test Program for Carpet and Adhesive.	CRI test program verification, or independent laboratory test result.

Note: Provide data sheets, test reports, letters of certification, etc., that the product bid meets or exceeds all minimum requirements. (Rev. 06-26-02)

**EXHIBIT II – to UC Systemwide Master Agreement #657/OP/002**  
**Minimum Specifications for Tufted Nylon Broadloom Cut-Pile Carpet (Revised 06/26/02)**  
*(Developed for UC in conjunction with the Carpet and Rug Institute)*

**Application**

Campus Facilities: Student Housing, Administrative Areas

**Pile Yarn Requirements**

Type Pile Fiber: 100% First Quality Type 6 or 6,6 Branded Nylon Bulked Continuous Filament (BCF) with soil resistant treatment; offering a construction and performance standards testing program by fiber producer.

**Construction Requirements**

Base Construction: Tufted, synthetic woven primary (woven, woven interlock, or other may be acceptable)

Tufting Gauge: 1/8 gauge, or finer

Pile Yarn Weight: 32 ounces per sq. yd., minimum per ASTM D-5848

Pile Yarn Density: 5000 ounces per cubic yd., minimum per calculation HUD UM 44e Bulletin

Pile Surface: cut pile

Backing: Suitable for stretch-in over separate cushion, direct glue

Warranty: 15 year non-prorated warranty against edge ravel, dimensional stability, zippering, delamination, static protection, abrasive wear (minimum)

Recycled Content: No current requirement / 10% or greater content from recovered materials preferred.

**Performance and Test Requirements**

Static Propensity:	3.0 kV maximum average, step mode	AATCC 134
Tuft Bind:	n/a	ASTM D-1335
Flooring Radiant Panel:	Class I and/or compliance with local building/fire code	ASTM E-648
Smoke Density:	Comply with local building/fire code (normally less than 450 optical density is acceptable)	ASTM E-662
Anti-microbial:	No requirement; however, if specified, must meet Federal GSA requirement (see solicitation 3FNH-92-F301-N)	AATCC 174, Part 1 or 2, and 3
Colorfastness to light:	4 minimum rating after 60 AFU	AATCC 16E
Delamination Resistance:	3.0 lbs per inch for secondary backed products, minimum	ASTM D- 3936
Emissions from new carpet and adhesives used in the installation:	Must meet test criteria of CRI Indoor Air Quality Test Program for Carpet and Adhesive.	CRI test program verification, or independent laboratory test result.

Note: Provide data sheets, test reports, letters of certification, etc., that the product bid meets or exceeds all minimum requirements. (Rev. 06-26-02)

**EXHIBIT III – to UC Systemwide Master Agreement #657/OP/002**  
**Minimum Specifications for Tufted Nylon Broadloom Loop/Cut Mix-pile Carpet (Revised 06/26/02)**  
*(Developed for UC in conjunction with the Carpet & Rug Institute)*

**Application**

Campus Facilities: Student Housing, Administrative Areas

**Pile Yarn Requirements**

Type Pile Fiber: 100% First Quality Type 6 or 6,6 Branded Nylon, Bulked Continuous Filament (BCF) with soil resistant treatment; offering a construction and performance standards testing program by fiber producer.

**Construction Requirements**

Base Construction: Tufted, synthetic woven primary (woven, woven interlock, or other may be acceptable)

Tufting Gauge: 1/8 gauge, or finer

Pile Yarn Weight: 28 ounces per sq. yd., minimum per ASTM D-5848

Pile Yarn Density: 5000 ounces per cubic yd., minimum per calculation HUD UM 44e Bulletin

Pile Surface: cut and loop

Backing: Suitable for stretch-in over separate cushion, direct glue

Warranty: 15 year non-prorated warranty against edge ravel, dimensional stability, zippering, delamination, static protection, abrasive wear (minimum)

Recycled Content: No current requirement / 10% or greater content from recovered materials preferred.

**Performance and Test Requirements**

Static Propensity:	3.0 kV maximum average, step mode	AATCC 134
Tuft Bind:	n/a	ASTM D-1335
Flooring Radiant Panel:	Class I and/or compliance with local building/fire code	ASTM E-648
Smoke Density:	Comply with local building/fire code (normally less than 450 optical density is acceptable)	ASTM E-662
Anti-microbial:	No requirement; however, if specified, must meet Federal GSA requirement (see solicitation 3FNH-92-F301-N)	AATCC 174, Part 1 or 2, and 3
Colorfastness to light:	4 minimum rating after 60 AFU	AATCC 16E
Delimitation Resistance:	3.0 lbs per inch for secondary backed products, minimum	ASTM D- 3936
Emissions from new carpet and adhesives used in the installation:	Must meet test criteria of CRI Indoor Air Quality Test Program for Carpet and Adhesive.	CRI test program verification, or independent laboratory test result.

Note: Provide data sheets, test reports, letters of certification, etc., that the product bid meets or exceeds all minimum requirements. (Rev. 06-26-02)

SUPPLEMENT - 5  
UC Master Agreement #657/OP/002  
SPECIAL TERMS AND CONDITIONS FOR FEDERAL GOVERNMENT CONTRACTS

The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. The date of this order determines the date of the FAR clause that is applicable. For purposes of this Purchase Order in the following clauses, the term "contract" shall mean "this order"; the term "Contractor" shall mean "Seller"; and the terms "Government" and "Contracting Officer" shall mean "University" (except with respect to clauses 52.215-2, 52.227-2, 52.227-11, 52.227-12, 52.227-14, 252.227-7013, 252.227-7037, 18-52.227-14, and 18-52.227-70 in which cases "Government" means "United States Government").

- DFARS 252.227-7013 Rights in Technical Data Noncommercial Items (Applicable only if the prime DOD contract contains this clause and only if noncommercial technical data or computer software are to be obtained under this order; the same alternates or additions/deletions, if any, that are in the prime DOD contract clause also apply, suitably modified, to this order)
- DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Applicable only if this order requires delivery of noncommercial software)
- DFARS 252.227-7015 Technical Data--Commercial Items (Applicable only if this order requires delivery of technical data pertaining to commercial items)
- DFARS 252.227-7016 Rights in Bid or Proposal Information
- DFARS 252.227-7019 Validation of Asserted Restrictions--Computer Software (Applicable only if this order involves delivery of computer software)
- DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Applicable only if DFARS 252.227-7013 applies)
- DFARS 252.245-7001 Reports of Government Property (Applicable only if this order involves acquisition of Government property)
- DFARS 252.247-7023 Transportation of Supplies by Sea (Applicable only if this order involves acquisition of noncommercial items and the amount of this order exceeds \$25,000)
- DFARS 252.249-7002 Notification of Proposed Contract Termination or Reduction (Applicable only if this order exceeds \$500,000)

THE FOLLOWING PROVISIONS OF THE FAR APPLY REGARDLESS OF THE AMOUNT OF THIS ORDER:

- FAR 52.204-2 Security Requirements (Applies only if this order involves access to classified information)
- FAR 52.208-1 Required Sources for Jewel Bearings (Applicable only if this order requires the use of jewel bearings)
- FAR 52.219-1(c) Small Business Concern Representation (Applies only if business status is misrepresented for the purpose of obtaining a subcontract that is to be included as a part or all of a goal contained in a subcontracting plan)
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Applicable only if this order involves hazardous material)
- FAR 52.225-11 Restrictions on Certain Foreign Purchases
- FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter (Applies only if this order involves access to classified information)
- FAR 52.227-11 Patent Rights - Retention by the Contractor (Short Form - For Sellers who are classified as a small business or a nonprofit organization)
- FAR 52.227-12 Patent Rights - Retention by the Contractor (Long Form - For all other Sellers)
- FAR 52.227-14 Rights in Data-General (With Alternate 4 if Seller is an educational institution)
- FAR 52.247-63 Preference for U.S. -- Flag Carriers (Applies only if this order involves international air transportation)

THE FOLLOWING PROVISIONS OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FEDERAL ACQUISITION REGULATIONS (NFAR) APPLY ONLY TO ORDERS FUNDED BY NASA:

- NFAR 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (Applicable only if this order includes FAR 52.219-9)
- NFAR 18-52.227-14 Rights in Data-General (Applies only if the prime NASA contract contains this clause and Seller is not an educational institution performing research under this order)
- NFAR 18-52.227-70 New Technology (Applicable only if FAR 52.227-12 applies)
- NFAR 18-52.227-72 Designation of New Technology Representative and Patent Representative (Applicable only if 18-52.227-70 applies)
- NFAR 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services (Applicable only if this order involves Space Shuttle services)
- NFAR 1852.228-76 Cross-Waiver of Liability for Space Station Activities (Applicable only if this order involves Space Station activities)
- NFAR 1852.228-78 Cross-Waiver of Liability for NASA Expendible Launch Vehicle Launches (Applicable only if this order involves NASA ELV launches)
- NFAR 1852.242-73 NASA Contractor Financial Management Reporting (Applicable only if the amount of this order exceeds \$500,000)
- NFAR 18-52.244-70 Geographic Participation in the Aerospace Program (Applicable only if the prime NASA contract is \$500,000 or more and the amount of this order is \$100,000 or more)
- NFAR 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (Applies only if this order involves the acquisition of Government property)

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS ORDER EXCEEDS \$10,000:

- FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
- FAR 52.222-36 Affirmative Action for Handicapped Workers
- FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS ORDER EXCEEDS \$100,000:

- FAR 52.203-6 Restrictions on Subcontractor Sales to the Government
- FAR 52.203-7 Anti-Kickback Procedures (Excluding subparagraph (c) (1) of the clause)
- FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- FAR 52.215-2 Audit--Negotiation (Applies only if this order was entered into by negotiation)
- FAR 52.223-14 Toxic Chemical Reporting (Applies only to noncommercial, first tier subcontracts and only if the subcontractor is in SIC Classification 20-39)
- FAR 52.227-1 Authorization & Consent
- FAR 52.227-2 Notice of Assistance Regarding Patent & Copyright Infringement

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS ORDER EXCEEDS \$500,000:

- FAR 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Does not apply to small business concerns)
- FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (Does not apply to small business concerns)

THE FOLLOWING PROVISIONS OF THE DEFENSE FEDERAL ACQUISITION REGULATIONS (DFARS) APPLY ONLY TO ORDERS FUNDED BY THE DEPARTMENT OF DEFENSE (DOD):

- DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Applicable only if the amount of this order exceeds \$100,000)
- DFARS 252.225-7001 Buy American Act and Balance of Payments Program (Applies if contract includes deliverable supplies)
- DFARS 252.225-7009 Duty Free Entry - Qualifying Country End Products and Supplies (Applicable only if contract includes deliverable supplies)
- DFARS 252.225-7026 Reporting of Contract Performance Outside the United States (Applicable only to first tier subcontractors and only if this order exceeds \$100,000)

**SCHEDULE – A**  
**Manufacturer’s Carpets Price List with UC Discounted Pricing**  
**UC Systemwide Master Agreement #657OP/002**  
*(For Authorized UC Personnel Use Only - Not Intended For General Distribution)*

Style #	Name	List Price	UC Cut Price	UC Roll Price	UC Disc.
60462	Academy II 22 EcoTek	29.52	\$16.97	\$14.76	50%
60461	Academy II 28 TekLok	19.82	\$11.40	\$9.91	50%
60466	Academy II 28 UMP	24.94	\$14.34	\$12.47	50%
50652	Alberti	39.46	\$22.69	\$19.73	50%
50746	Alchemy (Solutia Ultron VIP)	37.84	\$21.76	\$18.92	50%
60283	Ambition II	5.90	\$3.39	\$2.95	50%
60256	Ambition II 20	7.14	\$4.11	\$3.57	50%
60257	Ambition II 26	8.80	\$5.06	\$4.40	50%
60468	Amulet EcoTek6	37.98	\$21.84	\$18.99	50%
60375	Amulet UMP	25.98	\$14.94	\$12.99	50%
50653	Angelo BL	39.06	\$22.46	\$19.53	50%
50118	Archer Hill 12	18.52	\$10.65	\$9.26	50%
50099	Archer Hill 15	18.52	\$10.65	\$9.26	50%
50665	Aria	43.92	\$25.25	\$21.96	50%
50663	Aria Block	43.92	\$25.25	\$21.96	50%
50744	Artisan	25.34	\$14.57	\$12.67	50%
50855	Arts & Crafts (Ultron VIP)	55.64	\$31.99	\$27.82	50%
60469	Aura EcoTek6	33.96	\$19.53	\$16.98	50%
60411	Aura RA6	35.64	\$20.49	\$17.82	50%
50864	Autumn Pond (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50857	Avant Garde (Ultron VIP)	55.64	\$31.99	\$27.82	50%
60467	Avencia TekLok	25.04	\$14.40	\$12.52	50%
60370	Avencia UMP	27.16	\$15.62	\$13.58	50%
60459	Backpack TekLoc	25.88	\$14.88	\$12.94	50%
60458	Backpack ULT MP	30.26	\$17.40	\$15.13	50%
50682	Balajo	17.68	\$10.17	\$8.84	50%
60325	Bandelier BL	35.56	\$20.45	\$17.78	50%
50767	Barton Court	34.98	\$20.11	\$17.49	50%
50795	Batik	34.86	\$20.04	\$17.43	50%
50854	Bauhaus (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
50660	Bijoux	39.20	N/A	\$19.60	50%
50669	Bohemia	43.92	\$25.25	\$21.96	50%
50748	Brimstone (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
60415	By the Bell EcoTek 6	32.48	\$18.68	\$16.24	50%
60326	Canyonlands BL	35.56	\$20.45	\$17.78	50%
60470	Caraka EcoTek6	37.98	\$21.84	\$18.99	50%
60382	Caraka UMP	31.20	\$17.94	\$15.60	50%
50890	Carlton II	15.14	\$8.71	\$7.57	50%
50676	Cellini	17.44	\$10.03	\$8.72	50%

SPECIAL UC PRICES HIGHLIGHTED:

**YELLOW ;**

UC DISCOUNT PRICES HIGHLIGHTED:

**GRAY**

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Style #	Name	List Price	UC Cut Price	UC Roll Price	UC Disc.
50893	Chandler Street II	24.80	\$14.26	\$12.40	50%
50892	Channel Port II	26.20	\$15.07	\$13.10	50%
50465	Check-in	12.12	\$6.97	\$6.06	50%
60482	Circadia TekLok	25.34	\$14.57	\$12.67	50%
60372	Circadia UMP	27.98	\$16.09	\$13.99	50%
50560	Cobo Bay	11.60	\$6.67	\$5.80	50%
60416	Colonial Classic TekLok	18.90	\$10.87	\$9.45	50%
50443	Connections 42 II	35.70	\$20.53	\$17.85	50%
50654	Cordova	36.58	\$21.03	\$18.29	50%
50601	Cornerstone	20.78	\$11.95	\$10.39	50%
50597	Corona	21.58	\$12.41	\$10.79	50%
50862	Creek Bed (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50255	Crown Colony II	55.84	\$32.11	\$27.92	50%
50525	Cypress Point V 30	19.20	\$11.04	\$9.60	50%
50526	Cypress Point V 36	19.96	N/A	\$9.98	50%
60275	Database BL	19.78	\$11.37	\$9.89	50%
60471	Dean's List EcoTek6	30.64	\$17.62	\$15.32	50%
60472	Dean's List TekLok	16.96	\$9.75	\$8.48	50%
60340	Dean's List ULT MP	20.80	\$11.96	\$10.40	50%
50853	Deco (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
60296	Design Series IV 30	14.10	\$8.11	\$7.05	50%
60298	Design Series IV 32	14.52	\$8.35	\$7.26	50%
60267	Design Series IV 36	17.64	\$10.14	\$8.82	50%
50638	Digital	13.50	\$7.76	\$6.75	50%
50674	Dolce Vita	39.20	N/A	\$19.60	50%
60334	Dotcom II	15.06	\$8.66	\$7.53	50%
60483	Dotcom II TekLok	15.64	\$8.99	\$7.82	50%
60301	Downing BL	21.86	\$12.57	\$10.93	50%
60304	Downing ULT MP	26.36	\$15.16	\$13.18	50%
60302	Duchene BL	29.52	\$16.97	\$14.76	50%
60307	Duchene ULT	34.18	\$19.65	\$17.09	50%
60438	Edition	11.90	\$6.84	\$5.95	50%
60200	Fenwick Park	15.98	\$9.19	\$7.99	50%
60453	FIN/AL EXAM P6	31.66	\$18.20	\$15.83	50%
50799	Fords Choice	33.20	\$19.09	\$16.60	50%
50860	Forest Land (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50883	Form	52.64	\$30.27	\$26.32	50%
50332	Freeform BL	58.10	\$33.41	\$29.05	50%

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Style #	Name	List Price	UC Cut Price	UC Roll Price	UC Disc.
59298	Front Desk	23.58	\$13.56	\$11.79	50%
50884	Function	44.44	N/A	\$22.22	50%
50786	Fusion	26.18	\$15.05	\$13.09	50%
50749	Geo-Logic (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
50675	Geometric Swing	40.28	\$23.16	\$20.14	50%
50645	Global	20.74	\$11.93	\$10.37	50%
50750	Grid Iron (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
50527	Groundworks II	26.40	\$15.18	\$13.20	50%
59299	Guest Services	24.64	\$14.17	\$12.32	50%
60276	Hard Drive BL	17.70	\$10.18	\$8.85	50%
50867	Hedgerow (EcoSolution Q)	29.54	\$16.99	\$14.77	50%
50761	Henley Hall	34.98	\$20.11	\$17.49	50%
50889	Highlands II	16.80	\$9.66	\$8.40	50%
60418	Hit the Books EcoTek 6	25.22	\$14.50	\$12.61	50%
60465	Hit the Books Ultraloc MP	22.68	\$13.04	\$11.34	50%
59314	Honor Bar	19.80	\$11.39	\$9.90	50%
60347	Illusions II ULT MP	22.44	N/A	\$11.22	50%
60346	Illusions II UNI	20.22	N/A	\$10.11	50%
50644	In-Transit	17.22	N/A	\$7.97	50%
60473	Indra EcoTek6	37.98	\$21.84	\$18.99	50%
60277	Interactive BL	17.82	\$10.25	\$8.91	50%
50891	Ironman	13.72	\$7.89	\$6.86	50%
60310	Jekyll 20 P6	32.66	\$18.78	\$16.33	50%
60303	Jekyll BL	29.52	\$16.97	\$14.76	50%
60306	Jekyll ULT MP	30.16	\$17.34	\$15.08	50%
60474	Juno's Tears EcoTek6	37.98	\$21.84	\$18.99	50%
60456	Juno's Tears TekLok	29.36	\$16.88	\$14.68	50%
60380	Juno's Tears UMP	31.20	\$17.94	\$15.60	50%
60198	Just Rewards	20.70	\$11.90	\$10.35	50%
50771	Kerala	25.34	\$14.57	\$12.67	50%
50866	Labyrinth (EcoSolution Q)	41.28	\$23.74	\$20.64	50%
50658	Linea	39.20	N/A	\$19.60	50%
50662	Luxe	39.20	N/A	\$19.60	50%
60357	Madrid III BL	20.14	\$11.58	\$10.07	50%
60440	Madrid III P6	32.58	\$18.73	\$16.29	50%
60475	Madrid TekLok	21.12	\$12.14	\$10.56	50%
50809	Malabar	33.20	\$19.09	\$16.60	50%
50872	Meridian (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50895	Metro	20.30	\$11.67	\$10.15	50%
60452	MID TERM P6	29.58	\$17.01	\$14.79	50%
50565	Milestone (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50313	Mizono BL	36.70	\$21.10	\$18.35	50%
50885	Mode	42.90	\$24.67	\$21.45	50%

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50859	Moderne (Solutia Ultron VIP)	38.72	\$22.26	\$19.36	50%
60350	Momentum III BL	12.88	\$7.41	\$6.44	50%
60351	Momentum III UNI	13.44	\$7.73	\$6.72	50%
50667	Mosaique	43.92	\$25.25	\$21.96	50%
50588	Motion	24.64	\$14.17	\$12.32	50%
50875	Movement (EcoSolution Q)	24.84	\$14.28	\$12.42	50%
60328	Mt. Rushmore BL	35.56	\$20.45	\$17.78	50%
60202	Northland	18.58	\$10.68	\$9.29	50%
50856	Nouveau (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
50496	Oakcrest II	20.22	\$11.63	\$10.11	50%
50781	Opus Blok	26.18	\$15.05	\$13.09	50%
50110	Origins BL	36.96	\$21.25	\$18.48	50%
50733	Palazzi	24.06	\$13.83	\$12.03	50%
60366	Parallels II BL	14.88	\$8.56	\$7.44	50%
60368	Parallels II P6	30.52	\$17.55	\$15.26	50%
60476	Parallels II TekLok	15.76	\$9.06	\$7.88	50%
60300	Paxton BL	23.02	\$13.24	\$11.51	50%
60305	Paxton ULT MP	25.94	\$14.92	\$12.97	50%
50598	Pen Park	16.18	\$9.30	\$8.09	50%
60460	Pep Rally TekLok	22.16	N/A	\$11.08	50%
60299	Peto BL	13.30	\$7.65	\$6.65	50%
50852	Pop Art (Solutia Ultron VIP)	55.64	\$31.99	\$27.82	50%
60401	Pop Quiz 26 UMP	20.40	N/A	\$10.20	50%
60477	Pop Quiz 28 EcoTek 6	35.52	\$20.42	\$17.76	50%
60402	Pop Quiz 28 TekLok	16.90	N/A	\$8.45	50%
50868	Porifera (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
60199	Portobello Street	14.18	\$8.15	\$7.09	50%
60405	Potential II 26 BL	10.70	\$6.15	\$5.35	50%
60406	Potential II 26 ULT MP	16.62	\$9.56	\$8.31	50%
60404	Potential II 26 UNI	12.84	\$7.38	\$6.42	50%
60408	Potential II 28 BL	12.88	\$7.41	\$6.44	50%
60407	Potential II 28 UNI	13.44	\$7.73	\$6.72	50%
60478	Qi EcoTek 6	37.98	\$21.84	\$18.99	50%
60386	QI UMP	31.20	\$17.94	\$15.60	50%
74917	Rainer	17.96	\$10.33	\$8.98	50%
50458	Reflections III BL	29.52	\$15.99	\$13.90	50%
60278	Resolution BL	22.12	\$12.72	\$11.06	50%
50881	Ripple	24.64	\$14.17	\$12.32	50%
60197	Royal Treatment	20.08	\$11.55	\$10.04	50%
50873	Sargasso (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50521	Scepter II	26.60	\$15.30	\$13.30	50%

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Style #	Name	List Price	UC Cut Price	UC Roll Price	UC Disc.
60479	Scholar 20 EcoTek 6	27.06	\$15.56	\$13.53	50%
60313	Scholar ULT MP	18.28	\$10.51	\$9.14	50%
60314	Scholar UNI	13.32	\$7.66	\$6.66	50%
60454	Scoop EcoTek 6	31.50	\$18.11	\$15.75	50%
60419	Scoop TekLok	18.50	\$10.64	\$9.25	50%
50870	Seafarer (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
60480	Shaman EcoTek6	37.98	\$21.84	\$18.99	50%
60384	Shaman UMP	31.20	\$17.94	\$15.60	50%
50323	Simone	38.92	\$22.38	\$19.46	50%
60312	Solaris	22.94	\$13.19	\$11.47	50%
60273	Solstice	31.30	\$18.00	\$15.65	50%
50240	Statesman	17.98	\$10.34	\$8.99	50%
50861	Stepping Stone (EcoSolu.Q)	42.62	\$24.51	\$21.31	50%
50351	Stratus BL	40.14	\$23.08	\$20.07	50%
50320	Surfaces BL	41.04	\$23.60	\$20.52	50%
50798	Tabriz	34.86	\$20.04	\$17.43	50%
60484	Teknicolor 30	14.10	\$8.11	\$7.05	50%
60485	Teknicolor 36	17.64	\$10.14	\$8.82	50%
50466	Traveler	14.88	\$8.56	\$7.44	50%
50294	Troubador 30	14.10	\$8.11	\$7.05	50%
50295	Troubador 36	17.64	\$10.14	\$8.82	50%
60481	Una De Gato EcoTek 6	37.98	\$21.84	\$18.99	50%
60388	Una De Gato UMP	31.20	\$17.94	\$15.60	50%
50874	Undercurrents (EcoSolu.Q)	42.62	\$24.51	\$21.31	50%
50797	Unica	34.86	\$20.04	\$17.43	50%
60337	University P6	34.46	\$19.81	\$17.23	50%
60336	University ULT MP	27.68	\$15.92	\$13.84	50%
60335	University UNI	23.38	\$13.44	\$11.69	50%
50605	Urban	15.54	\$8.94	\$7.77	50%
50515	Utopian BL	37.82	\$21.75	\$18.91	50%
50462	Venture Capital	20.82	\$11.97	\$10.41	50%
60319	Verey BL	18.84	\$10.83	\$9.42	50%
50730	Vinci	24.06	\$13.83	\$12.03	50%
60279	Website BL	21.28	\$12.24	\$10.64	50%
50871	Wetlands (EcoSolution Q)	42.62	\$24.51	\$21.31	50%
50460	Wildcreek II BL	35.44	\$20.38	\$17.72	50%
50811	Winton Court	14.18	\$8.15	\$7.09	50%
60455	Yearbook TekLok	19.22	\$11.05	\$9.61	50%
50742	Zanzibar	32.70	\$18.80	\$16.35	50%

SPECIAL UC PRICES HIGHLIGHTED:

**YELLOW ;**

UC DISCOUNT PRICES HIGHLIGHTED:

**GRAY**

**SCHEDULE – B**  
**Shaw’s Price List and Options For**  
**Carpet Backing and Carpet Cushions**  
**UC Systemwide Master Agreement #657/OP/002**  
*(For Authorized UC Personnel Use Only - Not Intended For General Distribution)*

<b>CARPET BACKING</b>		
<b>Standard Backing</b>	<b>VARIATION</b>	<b>Up-Charge Per Sq.Yd.</b>
ActionBac	Unitary	\$0.60
ActionBac	TekLok	\$2.00
ActionBac	Ultraloc MP	\$3.50
ActionBac	ActionBac PC - Standard Performance Attached Cushion	\$4.50
ActionBac	Ultraloc MPC – Hi-Performance Attached Cushion	\$5.00
TekLok	Ultraloc MP	\$1.50
TekLok	Ultraloc MPC	\$3.50
TekLok	Ecotek 6	\$5.00
UltraLoc MP	Ecotek 6	\$3.50
EcoTec 6	Mill Applied Advantage System	\$2.15
EcoTec 6	RA6 - 6 foot Attached Cushion	\$0.00
EcoTec 6	Permabac 6	\$0.00

<b>CARPET CUSHIONS</b>			
<b>Style</b>	<b>Application and Width</b>	<b>Sq. Yds. Per Roll</b>	<b>Roll Price</b>
Duratech ST100	Commercial/Stretch In; 6ft.	66.66	\$220.00
Duratech ST200	Commercial/Stretch In; 6ft.	66.66	\$250.00
Duratech SF100	Double Stick; 6ft.	66.66	\$250.00
Duratech SF200	Double Stick; 6ft.	66.66	\$290.00
Endurance B6090	20oz. Commercial Stretch; 6ft.	40	\$65.00
Endurance B7000	27oz. Commercial Stretch; 6ft.	40	\$70.00
Endurance B7010	32oz. Commercial Stretch; 6ft.	40	\$75.00
Endurance B7020	40oz. Commercial Stretch; 6ft.	40	\$85.00