

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 2, 2008

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
Mohawk Industries 1153 Swather St Kentwood, MI 49508		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: February 1, 2009		
TERMS	SHIPMENT	
Net 30 Days	Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)	
F.O.B.	SHIPPED FROM	
Delivered	Glasgow, VA	
MINIMUM DELIVERY REQUIREMENTS		
No Minimum		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, please note the following changes:

1. This Contract has been EXTENDED through February 1, 2009

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

DMB Purchasing Operations and Administrative Board approval
 on September 30, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,497,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 25, 2008

CHANGE NOTICE NO. 8 (REVISED)
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
Mohawk Industries 1153 Swather St Kentwood, MI 49508		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: September 30, 2008		
TERMS	SHIPMENT	
Net 30 Days	Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)	
F.O.B.	SHIPPED FROM	
Delivered	Glasgow, VA	
MINIMUM DELIVERY REQUIREMENTS		
No Minimum		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, please note the following changes:

1. Additional funds of \$2,000,000.00 have been added to the contract value.

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

DMB Purchasing Operations and Administrative Board approval on August 19, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,497,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 25, 2008

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
Mohawk Industries 1153 Swather St Kentwood, MI 49508		VENDOR NUMBER/MAIL CODE
Kenlobbes@comcast.net Gary.seelye@sglyes.com		BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos		
Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: September 30, 2008		
TERMS	SHIPMENT	
Net 30 Days	Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)	
F.O.B.	SHIPPED FROM	
Delivered	Glasgow, VA	
MINIMUM DELIVERY REQUIREMENTS		
No Minimum		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, please note the following changes:

2. This Contract has been EXTENDED through December 31, 2008
3. Additional funds of \$2,000,000.00 have been added to the contract value.

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

Per email from vendor contact (Ken Lobbes) dated July 23, 2008 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,497,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 20, 2008

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
Mohawk Industries 1153 Swather St Kentwood, MI 49508		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: September 30, 2008		
TERMS	SHIPMENT	
Net 30 Days	Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)	
F.O.B.	SHIPPED FROM	
Delivered	Glasgow, VA	
MINIMUM DELIVERY REQUIREMENTS		
No Minimum		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Please Note the following Changes:

1. State Administrative Fee address for checks and reports has been changed to the following:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Make all checks payable to: State of Michigan

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,497,931.1

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 27, 2007

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
Mohawk Industries 1153 Swather St . Kentwood, MI 49508		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: September 30, 2008		
TERMS	SHIPMENT	
Net 30 Days	Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)	
F.O.B.	SHIPPED FROM	
Delivered	Glasgow, VA	
MINIMUM DELIVERY REQUIREMENTS		
No Minimum		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

This Contract is EXTENDED for one year through September 30, 2008. Labor rates have been increased. Please refer to the revised item listing and project worksheet for revised labor rates.

AUTHORITY/REASON:

Per DMB/Purchasing Operations and vendor's agreement dated September 7, 2007.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,497,931.16

Revised Installation Pricing – Seelye Group Ltd'

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.87 per square yard.

Premium Labor
(evenings/weekends) - \$ 2.68 per square yard.

Broadloom - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.87 per square yard.

Premium Labor
(evenings/weekends) - \$ 2.68 per square yard.

* Permanently Attached Flooring - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 2.68 per square yard.

Premium Labor
(evenings/weekends) - \$ 4.02 per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.35 per square yard.

Premium Labor
(evenings/weekends) - \$ 1.87 per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 37.51 per hour - Regular Labor (Mon.-Fri., 8 to 5)

\$ 51.45 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.76 per square yard.

Premium Labor
(evenings/weekends) - \$ 5.09 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 7.46 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.77 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.73 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

Seelye Group Ltd CARPET PROJECT WORKSHEET

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 100.45	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 103.25	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge.	\$ 138.40	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 141.19	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	Price per <u>Lineal Foot</u> \$ 1.06 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Carpet Cove Base	Price per <u>Lineal Foot</u> \$ 1.60 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Adhesive	Price per <u>Pail</u> *	Number of <u>Pails</u>	<u>Total Cost</u> \$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			
<input type="checkbox"/>	Other product (i.e. ‘T’ reducers, carpet cove base, 6” cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u> \$ _____

	TOTAL PRODUCT COST:			\$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$ 1.87	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 2.68	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$ 1.87	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 2.68	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.68	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 4.02	_____	\$ _____

<input type="checkbox"/>	<u>DELIVERY</u> (to DMB surplus or recycling center)	Price per <u>Hour</u>	Number of <u>Hours</u> *	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			

<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 1.87	_____	\$ _____

<input type="checkbox"/>	<u>Excessive Floor Preparation</u> *	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 37.51	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 51.45	_____	\$ _____

* must be documented and approved by the State

<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.76	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 5.09	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 7.46 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
	* one time charge, at agency request	\$.25 *	_____	\$ _____

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	Total <u>Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.73	_____	\$ _____

<input type="checkbox"/>		Additional Price per <u>Hour</u>	Number of <u>Hours</u>	Total <u>Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.77	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and Seelye Group. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

'JCI' CARPET PROJECT WORKSHEET

Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 87.66	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 90.06	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge.	\$ 120.60	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 123.12	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	Price per <u>Lineal Foot</u> \$ 1.05 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Carpet Cove Base	Price per <u>Lineal Foot</u> \$ 1.55 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Adhesive	Price per <u>Pail</u> * \$ 50.00	Number of <u>Pails</u>	<u>Total Cost</u> \$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			
<input type="checkbox"/>	Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u> \$ _____
	_____			\$ _____
				\$ _____
	TOTAL PRODUCT COST: \$ _____			

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$.75	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 1.25	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$.95	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.00	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 2.25	_____	\$ _____
<input type="checkbox"/>	<u>DELIVERY (to DMB surplus or recycling center)</u>	Price per <u>Hour</u>	Number of <u>Hours *</u>	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			
<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$.10	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$.15	_____	\$ _____
<input type="checkbox"/>	<u>Excessive Floor Preparation *</u>	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 25.00	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 45.00	_____	\$ _____
	* must be documented and approved by the State			
<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.75	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 3.95	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
	* one time charge, at agency request	\$.25 *	_____	\$ _____

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price <u>per Square Yard</u>	Number of <u>Square Yards</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.25	_____	\$ _____
		Additional Price <u>per Hour</u>	Number of <u>Hours</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 8, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: September 30, 2007	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately this Contract is EXTENDED for 4-months. The new Contract ending date is September 30, 2007.

All other pricing, specifications, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per vendor contact (Ken Lobbes) dated May 1, 2007 and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,497,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 5, 2007

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: May 31, 2007	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

This Contract is EXTENDED through May 31, 2007. Specifications have changed to Tile Size of 24" X 24". Some items have increased in price. Please refer to the revised item listing for revised specifications and pricing.

AUTHORITY/REASON:

Per Agency request and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,497,931.16

Carpet Tile
Revised Item Listing

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	<p>Carpet Tiles; 24" x 24"; per the attached specification.</p> <p>Manufacturer: <u>Lee's</u></p> <p>Product name: <u>Discovery</u></p> <p>Packaging: <u>6.22 yards per carton</u></p> <p>% discount off list: <u>53.63%</u></p> <p>* The carton price reflects \$ <u>16.15</u> per square yard.</p>	\$ <u>100.45 *</u>
2.	Carton	360-70	<p>Carpet Tiles; 24" x 24"; Self Adhesive; per the attached specification.</p> <p>Manufacturer: <u>Lee's</u></p> <p>Product name: <u>Discovery Self Lock</u></p> <p>Packaging: <u>6.22 yards per carton</u></p> <p>% discount off list: <u>52.34%</u></p> <p>* The carton price reflects \$ <u>16.60</u> per square yard.</p>	\$ <u>103.25*</u>
3.	Carton	360-70	<p>Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification.</p> <p>Manufacturer: <u>Lee's</u></p> <p>Product name: <u>ColorBridge</u></p> <p>Packaging: <u>6.22 yards per carton</u></p> <p>% discount off list: <u>53.94%</u></p> <p>* The carton price reflects \$ <u>22.25</u> per square yard.</p>	\$ <u>138.40*</u>
4.	Carton	360-70	<p>Carpet Tiles; 24" x 24"; Solid Color (for use as a border); Self Adhesive; per the attached specification.</p> <p>Manufacturer: <u>Lee's</u></p> <p>Product name: <u>ColorBridge Self Lock</u></p> <p>Packaging: <u>6.22 yards per carton</u></p> <p>% discount off list: <u>53.00%</u></p> <p>* The carton price reflects \$ <u>22.70</u> per square yard.</p>	\$ <u>141.19 *</u>

Seelye Group Ltd CARPET PROJECT WORKSHEET

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/> <u>Product (Comm. Code 360-70-10)</u>	<u>Price per Carton *</u> <u>Total Cost</u>	<u>Number of Cartons</u>
<input type="checkbox"/> Carpet Tiles – Discovery.	\$ 100.45 \$ _____	_____
<input type="checkbox"/> Carpet Tiles – Discovery Self Adhesive.	\$ 103.25 \$ _____	_____
Sq. Yd.: _____ Color: _____		
<input type="checkbox"/> Border Carpet Tiles – ColorBridge.	\$ 138.40 \$ _____	_____
<input type="checkbox"/> Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 141.19 \$ _____	_____

Sq. Yd.: _____

Color: _____

* all cartons of carpet reflect 6 square yards

<input type="checkbox"/>	<u>Price per Lineal Foot</u> <u>Total Cost</u>	<u>Number of Lineal Feet</u>
Vinyl (cove base and transition pieces)	\$ 1.06 * \$ _____	_____

Color: _____

* price includes installation

<input type="checkbox"/>	<u>Price per Lineal Foot</u> <u>Total Cost</u>	<u>Number of Lineal Feet</u>
Carpet Cove Base	\$ 1.60 * \$ _____	_____

Color: _____

* price includes installation

		Price per <u>Pail *</u>	Number of <u>Pails</u>	<u>Total Co</u>
<input type="checkbox"/>	Adhesive	\$ 57.50	_____	
<input type="checkbox"/>	Sealant/Primer	\$ _____	_____	
		\$ _____		

* all pails reflect 4 gallons

Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract) Total Cost

TOTAL PRODUCT COST: \$

\$ _____

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 5, 2006

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Laura Gyorkos Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: December 1, 2006	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately this Contract is INCREASED by \$2,500,000.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Agency request and Administrative Board approval on April 4, 2006.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,497,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 29, 2005

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Duane Cortright Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: December 1, 2006	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby **EXTENDED** for one year. The new Contract ending date is **December 1, 2006**. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor letter (Ken Lobbes) dated 11/22/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 997,931.16

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 14, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200235
(Supersedes #071B0000226)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Duane Cortright Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: December 1, 2005	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby **INCREASED** by \$250,000.00. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per Vendor Contact and DMB/Acquisition Services Approval.

INCREASE: \$250,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 997,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 27, 2005

NOTICE
 OF
 CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Mohawk Industries 1153 Swather St. Kentwood, MI 49508	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1455 Laura Gyorkos
Contract Administrator: Duane Cortright Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: December 1, 2005	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I9000534, this Contract Agreement and the vendor's quote dated July 1999. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 747,931.16

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4200235
 (Supersedes #071B0000226)

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Mohawk Industries 1153 Swather St. Kentwood, MI 49508</p>	TELEPHONE Ken Lobbes (616) 698-2894 Fax: (616) 698-2898 <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER (517) 241-2619 Duane Cortright
Contract Administrator: Duane Cortright <p style="text-align: center;">Carpet Tiles & Installation - All State Agencies</p>	
CONTRACT PERIOD: 5 Years From: April 27, 2004 To: December 1, 2005	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Glasgow, VA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">No Minimum</p>	
MISCELLANEOUS INFORMATION: <p>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</p> <p>The terms and conditions of this Contract are those of ITB #071I9000534, this Contract Agreement and the vendor's quote dated July 1999. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$ 747,931.16</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. **071I9000534**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Mohawk Industries.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Jeffrey White, Buyer Manager</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Tactical Purchasing, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 28, 2004

CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Ken Lobbes (616) 698-2894
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 Duane Cortright
Contract Administrator: Duane Cortright Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2005	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Due to vendor name and Federal ID number change this contract has been cancelled and replaced with Contract #071B4200235

AUTHORITY/REASON:

Per Ken Lobbes and DMB

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 8, 2004

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B0000226
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Ken Lobbes (616) 698-2894
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 Duane Cortright
Contract Administrator: Duane Cortright Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2005	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

The following changes and clarifications are hereby made to this contract:

1. Effective January 1, 2004 all prices on contract items have been decreased by 4%. (See list below)
2. Effective January 1, 2004 all prices on non-contract items have been decreased by 8%.
3. The percentage breakdown of contract carpet is 52.4% and the non-contract portion is 47.6%. When these percentages are applied to the price decreases listed above, the blended decrease is 5.9%.
4. A 1% quarterly rebate is now in effect for the quarter starting January 1, 2004 and for every quarter thereafter. This 1% rebate increases the overall price reduction to 6.9%.
5. In addition, turnkey labor has also been reduced by 7%.
6. This contract is extended for 1 year. The new contract ending date is **December 1, 2005**. The State also has an option to extend this contract for an additional year.
7. All state agencies are mandated to purchase all carpet from this contract.
8. All other prices, specifications, terms and conditions remain the same.
9. DBI/Seelye Group Ltd has been changed to Seelye Group Ltd.
10. The buyer on this contract has been changed to Duane Cortright.
11. The parent company of Lees Carpet has changed and should read as follows:

Lees Carpets
 Mohawk Carpet & Affiliates
 3330 West Friendly Avenue
 Greensboro, NC 27420
 New Fed ID# 58-2173403

Contract No. 071B0000226
Change Notice #5
Revised Item Listing
Page 2

REBATE PAYMENT TO THE STATE

The State of Michigan intends to implement a statewide Electronic Commerce Program. Payment of this program will be based on rebates collected.

The Contractor, within one (1) week of issuance of quarterly summary bills, shall remit (2) two checks to the State payment to cover the 1% rebate associated with the time period covered by the summary bills. One check will cover State of Michigan usage and one for members of the Extended Purchasing Program. The checks shall be made payable to the State of Michigan, Department of Management and Budget, Financial Services—Cashiering Unit, Secondary Complex, General Office Building, P.O. Box 30068, Lansing, MI 48909-8181, with reference to JIT #76101.

Carpet Tile
Revised Item Listing

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	Carpet Tiles; 18" x 18"; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>53.63%</u> * The carton price reflects \$ <u>14.03</u> per square yard.	\$ <u>84.15</u> *
2.	Carton	360-70	Carpet Tiles; 18" x 18"; Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>52.34%</u> * The carton price reflects \$ <u>14.42</u> per square yard.	\$ <u>86.46</u> *
3.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>53.94%</u> * The carton price reflects \$ <u>19.30</u> per square yard.	\$ <u>115.78</u> *
4.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>53.00%</u> * The carton price reflects \$ <u>19.70</u> per square yard.	\$ <u>118.20</u> *

<u>Item</u> <u>No.</u>	<u>Unit</u>	<u>Commodity</u> <u>Code</u>	<u>Description</u>	<u>Unit Price</u>
5.	Lineal Foot	360-70	Vinyl Cove Base and other Vinyl Transition Pieces; 1/8 gauge; PRICE INCLUDES INSTALLATION.	\$ <u>1.06</u>
			Manufacturer: <u> Mercer </u>	
6.	Lineal Foot	360-70	Carpet Cove Base; 4 inch; PRICE INCLUDES INSTALLATION.	\$ <u>1.60</u>
			Manufacturer: <u> Mercer </u>	

Revised Installation Pricing – Seelye Group Ltd’

It is the State’s intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

- Carpet Tiles - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.75 per square yard.
- Premium Labor
(evenings/weekends) - \$ 2.50 per square yard.
- Broadloom - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.75 per square yard.
- Premium Labor
(evenings/weekends) - \$ 2.50 per square yard.
- * Permanently Attached Flooring - Regular Labor
(Mon.-Fri., 8 to 5) - \$ 2.50 per square yard.
- Premium Labor
(evenings/weekends) - \$ 3.76 per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 1.26 per square yard.

Premium Labor
(evenings/weekends) - \$ 1.75 per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 35.06 per hour - Regular Labor (Mon.-Fri., 8 to 5)

\$ 48.08 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.51 per square yard.

Premium Labor
(evenings/weekends) - \$ 4.76 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 6.97 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.39 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.62 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

Seelye Group Ltd CARPET PROJECT WORKSHEET

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/> <u>Product (Comm. Code 360-70-10)</u>	<u>Price per Carton *</u>	<u>Number of Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/> Carpet Tiles – Discovery.	\$ 84.15	_____	\$ _____
<input type="checkbox"/> Carpet Tiles – Discovery Self Adhesive.	\$ 86.46	_____	\$ _____

Sq. Yd.: _____
 Color: _____

<input type="checkbox"/> Border Carpet Tiles – ColorBridge.	\$ 115.78	_____	\$ _____
<input type="checkbox"/> Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 118.20	_____	\$ _____

Sq. Yd.: _____
 Color: _____

* all cartons of carpet reflect 6 square yards

<input type="checkbox"/>	<u>Price per Lineal Foot</u>	<u>Number of Lineal Feet</u>	<u>Total Cost</u>
Vinyl (cove base and transition pieces)	\$ 1.06 *	_____	\$ _____

Color: _____

* price includes installation

<input type="checkbox"/>	<u>Price per Lineal Foot</u>	<u>Number of Lineal Feet</u>	<u>Total Cost</u>
Carpet Cove Base	\$ 1.60 *	_____	\$ _____

Color: _____

* price includes installation

<input type="checkbox"/>	<u>Price per Pail *</u>	<u>Number of Pails</u>	<u>Total Cost</u>
Adhesive	\$ 50.00	_____	\$ _____
Sealant/Primer	\$ 39.60	_____	\$ _____

* all pails reflect 4 gallons

Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract) Total Cost

_____ \$ _____

TOTAL PRODUCT COST: \$

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	<u>Price per Square Yard</u>	<u>Number of Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$ 1.75	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$ 1.75	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 3.76	_____	\$ _____

<input type="checkbox"/>	<u>DELIVERY (to DMB surplus or recycling center)</u>	<u>Price per Hour</u>	<u>Number of Hours *</u>	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			

<input type="checkbox"/>	<u>Floor Preparation</u>	<u>Price per Square Yard</u>	<u>Number of Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 1.26	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 1.75	_____	\$ _____

<input type="checkbox"/>	<u>Excessive Floor Preparation *</u>	<u>Price per Hour</u>	<u>Number of Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 35.06	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 48.08	_____	\$ _____

* must be documented and approved by the State

<input type="checkbox"/>	<u>Installation</u>	<u>Price per Square Yard</u>	<u>Number of Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.51	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 4.76	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	<u>Price per Square Yard</u>	<u>Number of Square Yards</u>	<u>Total Cost</u>
		\$ 6.97 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per Square Yard	Number of Square Feet	Total Cost
	* one time charge, at agency request	\$.25 *	_____	\$_____
<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price per Square Yard	Number of Square Yards	Total Additional Cost
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.62	_____	\$_____
		Additional Price per Hour	Number of Hours	Total Additional Cost
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.39	_____	\$_____

TOTAL SERVICE COST: \$_____

TOTAL PROJECT COST: \$

-

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and Seelye Group. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 20, 2001

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1455 Laura Gottschalk
Contract Administrator: Laura Gottschalk Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Please see attached changes to this contract effective 1/1/02.

Attachments:

1. Explanation of changes - 1 page
2. Revised Item Listing - 2 pages
3. Revised Installation Pricing – DBI/Seeyle Group - 3 pages
4. Revised Project Worksheet – DBI/Seeyle Group - 3 pages
5. Revised Project Worksheet – JCI - 3 pages

All other specifications, terms, conditions and pricing remain the same.

AUTHORITY/REASON:

Per vendor's request from Ken Lobbes in a letter dated 12/13/01 and DMB/OOP concurrence and in accordance with the modification clause.

INCREASE: \$297,588.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$9,398,138.00

Contract No. 071B0000226 with Lee's Carpet

Carpet Tiles and Installation

Change Notice #4

The following changes and clarifications are hereby made to this contract:

1. Carpet tile prices have increased 4.7%. A revised item listing is attached.
2. Installation prices have increased 7.7% for DBI/Seelye Group. Attached is a revised Project Worksheet and Installation Pricing sheet for DBI/Seelye Group. JCI installation prices have not changed. The attached JCI Project Worksheet reflects revised carpet pricing only.
3. The revised item listing captures information regarding the "ColorBridge" line which has replaced "Essence".
4. The Quick Ship Program has been revised to include the following:

Field Carpet (Tweed)

Discovery Maritime 407
Discovery Brandywine 124
Discovery Arcadian 101
Discovery Celestial Blue 417
Discovery Berryfrost 425

Border Carpet (Solid)

ColorBridge Amethyst 575
ColorBridge Onyx 818
ColorBridge Rain Forest 531
ColorBridge Lagoon Blue 577
ColorBridge Aries Blue 587

"Essence" has been discontinued and replaced by "ColorBridge".

5. Contact numbers for DBI/Seelye Group have been changed to the following:

DBI/SEELYE GROUP LTD

Gary Seelye – 1-800-968-1324
(517) 485-3200 ext. 142
(517) 449-1530 (mobil)
(517) 485-3202 Fax

Tim Spaulding - (517) 641-4352
(517) 449-1533 (mobil)

6. Please Note: Other colors or products are available from Lee's with the same discount applied off the list price. These situations will be handled on a case by case basis.

Contract No. 071B0000226

Carpet Tile
Revised Item Listing (Change Notice #4)

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	Carpet Tiles; 18" x 18"; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.30%</u> * The carton price reflects \$ <u>14.61</u> per square yard.	\$ <u>87.66 *</u>
2.	Carton	360-70	Carpet Tiles; 18" x 18"; Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>48.59%</u> * The carton price reflects \$ <u>15.02</u> per square yard.	\$ <u>90.06 *</u>
3.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.64%</u> * The carton price reflects \$ <u>19.20</u> per square yard.	\$ <u>120.60 *</u>
4.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.10%</u> * The carton price reflects \$ <u>20.52</u> per square yard.	\$ <u>123.12 *</u>

Contract No. 071B0000226
Revised Item Listing (Change Notice #4)
Page 2

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
5.	Lineal Foot	360-70	Vinyl Cove Base and other Vinyl Transition Pieces; 1/8 gauge; PRICE INCLUDES INSTALLATION. Manufacturer: <u> Mercer </u>	\$ <u>1.10</u>
6.	Lineal Foot	360-70	Carpet Cove Base; 4 inch; PRICE INCLUDES INSTALLATION. Manufacturer: <u> Mercer </u>	\$ <u>1.67</u>

Contract No. 071B0000226
Carpet Tile
Change Notice #4
Revised Installation Pricing – 'DBI/Seelye Group Ltd'

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.88</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.69</u> per square yard.
Broadloom -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.88</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.69</u> per square yard.
* Permanently Attached Flooring -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>2.69</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>4.04</u> per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.35</u> per square yard.
Premium Labor (evenings/weekends) -	\$ <u>1.88</u> per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 37.70 per hour - Regular Labor (Mon.-Fri., 8 to 5)

\$ 51.70 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.77 per square yard.

Premium Labor
(evenings/weekends) - \$ 5.12 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 7.49 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

Contract No. 071B0000226
Change Notice #4
Revised Installation Pricing – 'DBI'
Page 3

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.39 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.62 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

'DBI'/Seelve Group Ltd CARPET PROJECT WORKSHEET

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 87.66	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 90.06	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge.	\$ 120.60	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 123.12	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	Price per <u>Lineal Foot</u> \$ 1.05 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Carpet Cove Base	Price per <u>Lineal Foot</u> \$ 1.55 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Adhesive	Price per <u>Pail</u> * \$ 50.00	Number of <u>Pails</u>	<u>Total Cost</u> \$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			
<input type="checkbox"/>	Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc.) will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u> \$ _____

	TOTAL PRODUCT COST:			\$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$ 1.88	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$ 1.88	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 4.04	_____	\$ _____
<input type="checkbox"/>	<u>DELIVERY (to DMB surplus or recycling center)</u>	Price per <u>Hour</u>	Number of <u>Hours</u> *	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			
<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 1.88	_____	\$ _____
<input type="checkbox"/>	<u>Excessive Floor Preparation *</u>	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 37.70	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 51.70	_____	\$ _____
	* must be documented and approved by the State			
<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.77	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 5.12	_____	\$ _____
<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 7.49 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
	* one time charge, at agency request	\$.25 *	_____	\$ _____
<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.62	_____	\$ _____
		Additional Price per <u>Hour</u>	Number of <u>Hours</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.39	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

'JCI' CARPET PROJECT WORKSHEET

Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/> <u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton *</u>	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/> Carpet Tiles – Discovery.	\$ 87.66	_____	\$ _____
<input type="checkbox"/> Carpet Tiles – Discovery Self Adhesive.	\$ 90.06	_____	\$ _____

Sq. Yd.: _____

Color: _____

<input type="checkbox"/> Border Carpet Tiles – ColorBridge.	\$ 120.60	_____	\$ _____
<input type="checkbox"/> Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 123.12	_____	\$ _____

Sq. Yd.: _____

Color: _____

* all cartons of carpet reflect 6 square yards

<input type="checkbox"/>	Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
Vinyl (cove base and transition pieces)	\$ 1.05 *	_____	\$ _____

Color: _____

* price includes installation

<input type="checkbox"/>	Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
Carpet Cove Base	\$ 1.55 *	_____	\$ _____

Color: _____

* price includes installation

<input type="checkbox"/>	Price per <u>Pail *</u>	Number of <u>Pails</u>	<u>Total Cost</u>
Adhesive	\$ 50.00	_____	\$ _____
Sealant/Primer	\$ 39.60	_____	\$ _____

* all pails reflect 4 gallons

<input type="checkbox"/> Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u>
_____			_____
_____			\$ _____

TOTAL PRODUCT COST: \$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$.75	_____	\$_____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 1.25	_____	\$_____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$.95	_____	\$_____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 1.35	_____	\$_____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.00	_____	\$_____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 2.25	_____	\$_____
<input type="checkbox"/>	<u>DELIVERY (to DMB surplus or recycling center)</u>	Price per Hour	Number of Hours *	Total Cost
		\$ 60.00	_____	\$_____
	* 3 hours minimum			
<input type="checkbox"/>	<u>Floor Preparation</u>	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Regular Labor.	\$.10	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$.15	_____	\$_____
<input type="checkbox"/>	<u>Excessive Floor Preparation *</u>	Price per Hour	Number of Hours	Total Cost
<input type="checkbox"/>	Regular Labor.	\$ 25.00	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$ 45.00	_____	\$_____
	* must be documented and approved by the State			
<input type="checkbox"/>	<u>Installation</u>	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Regular Labor.	\$ 3.75	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$ 3.95	_____	\$_____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$ _____
	* additional cost (added to the price per square yard for removal and installation)			
<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
	* one time charge, at agency request	\$.25 *	_____	\$ _____
<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price <u>per Square Yard</u>	Number of <u>Square Yards</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.25	_____	\$ _____
		Additional Price <u>per Hour</u>	Number of <u>Hours</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract
 terms and conditions and this notice, may be considered
 in default of Contract

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 22, 2001

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B0000226
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1455 Laura Gottschalk
Contract Administrator: Laura Gottschalk Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective 10/19/01, the product name "Essence" has been discontinued and replaced by "ColorBridge".

Please note: For most colors, there is a corresponding match. Architect folder is available from Ken Lobbes at 616-245-7702, 1-800-523-5647 ext 7127.

All other specifications, terms, conditions and pricing remain the same.

AUTHORITY/REASON:

Per DMB/OOP request and vendor's approval by Ken Lobbes and in accordance with the modification clause.

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract
 terms and conditions and this notice, may be considered
 in default of Contract

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

March 27, 2001

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936 VENDOR NUMBER/MAIL CODE BUYER (517) 373-1455 Laura Gottschalk
Contract Administrator: Laura Gottschalk Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE:

Please note that the buyer for this contract has changed to Laurie Gottschalk.

AUTHORITY/REASON:

DMB/OOP

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 14, 2000

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0315 Jim Konrad
NIGP #360-70-10 Contract Administrator: Jim Konrad CS-138 #191S8000019 Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE:

Please see attached for clarification/changes to this contract, effective August 14, 2000.

Attachments:

- 1. Explanation of changes/clarifications (2 pages)**
- 2. Revised Item Listing (2 pages)**
- 3. Revised Installation Pricing – DBI (3 pages)**
- 4. Revised Installation Pricing – JCI (3 pages)**
- 5. Revised Project Worksheet – DBI (3 pages)**
- 6. Revised Project Worksheet – JCI (3 pages)**

Contract No. 071B0000226 with Lee's Carpet

Carpet Tiles and Installation

Change Notice #2

The following changes and clarifications are hereby made to this contract:

1. The following colors are identified as the colors included on the Quick Ship Program.

Field Carpet

Discovery Arcadian DM882-101
Discovery Maritime DM882-407
Discovery Brandywine 124
Discovery Colonial Blue 417
Discovery Berryfrost 425

Border Carpet

Essence Dark Forest DV072-401
Essence Blackberry DV072-505
Essence Matte Black 808
Essence Confetti 517
Essence Sangria 522

For those orders needed in a hurry, the Quickship program guarantees that delivery will occur within **two weeks**. The maximum order size is 1,500 yards.

Please note that every project should not be handled as a Quickship. The intent of the Quickship program is to provide an accelerated delivery option to State agencies when carpet is needed quickly (i.e. very small project, projects where the carpet was mistakenly not ordered, additional product needed to complete a project, etc.). Most projects should be planned utilizing a maximum 45-day lead-time for delivery of the carpet. (It may be possible for carpet to be delivered within a much shorter period of time for certain projects, without the order being handled as a Quickship. Contact should be made with Lees Customer Service or the local Lees representative to check availability and production schedules.)

2. Projects that include installation services can be initiated by contacting either of the subcontractors indicated below:

DBI

**Gary Seelye – (517) 485-3200 ext. 142
(517) 202-2672 (mobil)**

**Tim Spaulding - (517) 485-3200 ext. 142
(517) 202-2673 (mobil)**

JCI

**Chris Johnson – (800) 637-0563 ext. 23
(941) 707-8582 (mobil)**

**Gary Johnson – (800) 637-0563 ext. 22
(941) 707-8583 (mobil)**

David Mason – (800) 637-0563 ext. 21

Upon contact by an agency, DBI or JCI will identify a project manager. The State agency shall also identify a project manager. All calls to DBI or JCI will be returned within 24 hours in order to schedule measuring, etc. DBI or JCI will participate in all necessary construction meetings to make sure all carpet is installed on time. Any schedule changes shall be communicated between the DBI or JCI and State project managers. The DBI or JCI project manager will also participate in all walk throughs prior to move-in, in order to make all necessary final repairs, etc.

Agencies can also contact the Lee's Account Executive indicated below for assistance regarding projects that require installation:

Ken Lobbes
Lee's Commercial Carpet
(616) 245-7702

3. DBI or JCI can provide long-term storage (30 days or more) for a one time charge of .25 per square yard, when request by a State agency. For phased projects, DBI or JCI and Lee's will be expected to coordinate deliveries so no storage charges need to be incurred by the State.
4. Carpet Cove Base has been added to the contract. The cost is \$1.55 per lineal foot.
5. A revised Item Listing is attached.
6. Also attached is a revised Project Worksheet and Installation Pricing sheet for each installation subcontractor. Please note that the installation prices are slightly different depending on which subcontractor performs the work.
7. The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI.. Lee's assures that no State carpet will be landfilled. Old carpet is recycled in a variety of ways:
 - Rebundled and sold to yarn manufacturers (i.e. DuPont, etc)
 - Turned into many possible bi-products, such as automobile parts, insulation, fuel cubes, fiberboard, and construction bricks (by either JCI or other companies that JCI sells old carpet to)
 - Re-use. Clean and re-sell to customers in need of low cost carpet

Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

Contract No. 071B0000226

Carpet Tile
Revised Item Listing (Change Notice #2)

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	Carpet Tiles; 18" x 18"; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.33%</u> * The carton price reflects \$ <u>13.95</u> per square yard.	\$ <u>83.70</u> *
2.	Carton	360-70	Carpet Tiles; 18" x 18"; Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>43.03%</u> * The carton price reflects \$ <u>14.35</u> per square yard.	\$ <u>86.10</u> *
3.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Essence</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.33%</u> * The carton price reflects \$ <u>19.20</u> per square yard.	\$ <u>115.20</u> *
4.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Essence Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.84%</u> * The carton price reflects \$ <u>19.60</u> per square yard.	\$ <u>117.60</u> *
5.	Lineal Foot	360-70	Vinyl Cove Base and other Vinyl Transition Pieces; 1/8 gauge; PRICE INCLUDES INSTALLATION. Manufacturer: <u>Mercer</u>	\$ <u>1.05</u>

Contract No. 071B0000226
Carpet Tile
Change Notice #2
Revised Installation Pricing – ‘DBI’

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.75</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.50</u> per square yard.
Broadloom -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.75</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.50</u> per square yard.
* Permanently Attached Flooring -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>2.50</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>3.75</u> per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

Indicate below is the cost that the State will incur to have the contractor deliver the old carpet removed from a particular project to DMB Surplus and Salvage or an appropriate Recycling Center.

\$ 60.00 per hour (3 hour minimum)

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.25</u> per square yard.
Premium Labor (evenings/weekends) -	\$ <u>1.75</u> per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 35.00 per hour - Regular Labor (Mon.-Fri., 8 to 5)
\$ 48.00 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.50 per square yard.

Premium Labor
(evenings/weekends) - \$ 4.75 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 6.95 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

TRAVEL:

There is no additional charge for travel to projects that include installation services.

Agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled.

Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. The cost for this service is indicated below:

\$.40 per square yard

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.00 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.50 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

Contract No. 071B0000226
Carpet Tile
Change Notice #2
Revised Installation Pricing – ‘JCI’

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>.75</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>1.25</u> per square yard.
Broadloom -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>.95</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>1.35</u> per square yard.
* Permanently Attached Flooring -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>2.00</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.25</u> per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

Indicate below is the cost that the State will incur to have the contractor deliver the old carpet removed from a particular project to DMB Surplus and Salvage or an appropriate Recycling Center.

\$ 60.00 per hour (3 hour minimum)

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>.10</u> per square yard.
Premium Labor (evenings/weekends) -	\$ <u>.15</u> per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 25.00 per hour - Regular Labor (Mon.-Fri., 8 to 5)
\$ 45.00 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.75 per square yard.

Premium Labor
(evenings/weekends) - \$ 3.95 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 6.95 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

TRAVEL:

There is no additional charge for travel to projects that include installation services.

Agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled.

Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. The cost for this service is indicated below:

\$.40 per square yard

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.00 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.25 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

'DBI' CARPET PROJECT WORKSHEET

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 83.70	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 86.10	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – Essence.	\$ 115.20	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – Essence Self Adhesive.	\$ 117.60	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	\$ 1.05 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Cove Base	\$ 1.55 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Pail</u> *	Number of <u>Pails</u>	<u>Total Cost</u>
<input type="checkbox"/>	Adhesive	\$ 50.00	_____	\$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			
<input type="checkbox"/>	Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u>
	_____			\$ _____
	_____			\$ _____

TOTAL PRODUCT COST: \$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$ 1.75	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$ 1.75	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.50	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 3.75	_____	\$ _____

<input type="checkbox"/>	<u>DELIVERY</u> (to DMB surplus or recycling center)	Price per <u>Hour</u>	Number of <u>Hours</u> *	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			

<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 1.25	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 1.75	_____	\$ _____

<input type="checkbox"/>	<u>Excessive Floor Preparation</u> *	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 35.00	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 48.00	_____	\$ _____

* must be documented and approved by the State

<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.50	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 4.75	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$_____
	* additional cost (added to the price per square yard for removal and installation)			

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
		\$.25 *	_____	\$_____
	* one time charge, at agency request			

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price <u>per Square Yard</u>	Number of <u>Square Yards</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.25	_____	\$_____
		Additional Price <u>per Hour</u>	Number of <u>Hours</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$_____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

'JCI' CARPET PROJECT WORKSHEET

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 83.70	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 86.10	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – Essence.	\$ 115.20	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – Essence Self Adhesive.	\$ 117.60	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	\$ 1.05 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Cove Base	\$ 1.55 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Pail</u> *	Number of <u>Pails</u>	<u>Total Cost</u>
<input type="checkbox"/>	Adhesive	\$ 50.00	_____	\$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			

Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract) Total Cost

TOTAL PRODUCT COST: \$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/> <u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/> Carpet Tiles – Regular Labor.	\$.75	_____	\$ _____
<input type="checkbox"/> Carpet Tiles – Premium Labor.	\$ 1.25	_____	\$ _____
<input type="checkbox"/> Broadloom – Regular Labor.	\$.95	_____	\$ _____
<input type="checkbox"/> Broadloom – Premium Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/> Permanent Flooring – Regular Labor.	\$ 2.00	_____	\$ _____
<input type="checkbox"/> Permanent Flooring – Premium Labor.	\$ 2.25	_____	\$ _____

<input type="checkbox"/> <u>DELIVERY</u> (to DMB surplus or recycling center)	Price per <u>Hour</u>	Number of <u>Hours</u> *	<u>Total Cost</u>
	\$ 60.00	_____	\$ _____

* 3 hours minimum

<input type="checkbox"/> <u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/> Regular Labor.	\$.10	_____	\$ _____
<input type="checkbox"/> Premium Labor.	\$.15	_____	\$ _____

<input type="checkbox"/> <u>Excessive Floor Preparation</u> *	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/> Regular Labor.	\$ 25.00	_____	\$ _____
<input type="checkbox"/> Premium Labor.	\$ 45.00	_____	\$ _____

* must be documented and approved by the State

<input type="checkbox"/> <u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/> Regular Labor.	\$ 3.75	_____	\$ _____
<input type="checkbox"/> Premium Labor.	\$ 3.95	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$_____
	* additional cost (added to the price per square yard for removal and installation)			

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
		\$.25 *	_____	\$_____
	* one time charge, at agency request			

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.25	_____	\$_____
		Additional Price per <u>Hour</u>	Number of <u>Hours</u>	Total Additional <u>Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$_____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract
 terms and conditions and this notice, may be considered
 in default of Contract

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 24, 2000

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0315 Jim Konrad
NIGP #360-70-10 Contract Administrator: Jim Konrad CS-138 #191S8000019 Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

CHANGE(S):

Please see page 2 of this change notice for clarification regarding the key contact people associated with this contract.

CONTACT	RESPONSIBILITIES
<p>Priscilla Meyer Lee's Commercial Carpets 3330 West Friendly Avenue Greensboro, NC 47410 (800) 523-5647 prompt #4 (336) 379-4936 - direct line (336) 574-5316 - fax meyer.priscilla@burlington.com</p>	<p>Customer Service</p> <p>Initial contact by agencies for orders that include installation should be made to Priscilla. Takes orders, checks order status. Handles requests for additional product sample binders.</p>
<p>Ken Lobbes Lee's Commercial Carpets 454 Overbrook Lane Grand Rapids, MI 49507 (616) 245-7702 kklobbes@aol.com</p>	<p>Local Sales Representative</p> <p>Coordinates product sampling, product information, training, order expediting, order assistance, technical service, and handles quality issues.</p>
<p>Chris Johnson Johnson's Contract Interiors 11668 Chief Noonday Road Middleville, MI 49333 (800) 637-0563 x23 (616) 795-6152 - direct line (616) 795-4150 - fax jci@aol.com</p>	<p>Installation subcontractor</p> <p>Handles all installation and project coordination, after initial call has been placed by agency to Priscilla at Lee's customer service. Schedules and performs all tasks associated with installation, ordering assistance, and assistance with preparation of project worksheet.</p>

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 8, 1999

NOTICE
 OF
 CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420	TELEPHONE Priscilla Meyer (800) 523-5647 x4936
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0315 Jim Konrad
NIGP #360-70-10 Contract Administrator: Jim Konrad CS-138 #191S8000019 Carpet Tiles & Installation - All State Agencies	
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004	
TERMS Net 30 Days	SHIPMENT Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)
F.O.B. Delivered	SHIPPED FROM Glasgow, VA
MINIMUM DELIVERY REQUIREMENTS No Minimum	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #07119000534, this Contract Agreement and the vendor's quote dated July 1999. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 9,100,550.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B0000226
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Burlington Industries, Inc. Lee's Carpet Division 3330 West Friendly Avenue Greensboro, NC 27420		TELEPHONE Marie Rogers (800) 523-5647 VENDOR NUMBER/MAIL CODE BUYER (517) 373-0315 Jim Konrad
NIGP #360-70-10 Contract Administrator: Jim Konrad CS-138 #191S8000019 Carpet Tiles & Installation - All State Agencies		
CONTRACT PERIOD: 5 Years From: December 1, 1999 To: December 1, 2004		
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">Standard within 45 Days ARO (Quick Ship - within 14 Days ARO)</p>	
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Glasgow, VA</p>	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">No Minimum</p>		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT. The terms and conditions of this Contract are those of ITB #071I9000534, this Contract Agreement and the vendor's quote dated July 1999. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$ 9,100,550.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I9000534. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

FOR THE STATE:

Burlington Industries, Inc.

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

 Signature
David F. Ancell

 Name
State Purchasing Director

 Title

 Date

**Contract No. 071B0000226
CARPET TILES**

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Attachments

Carpet Tile Item Listing - 2 pages

Carpet Tile Installation Pricing - 3 pages

Project Information Sheet – 4 pages

Project Worksheet (sample) – 3 pages

List of DMB Buildings – 1 page

State of Michigan Specifications - 1 page

Lees Specifications and Various Testing Information – 10 pages



SECTION I

TERMS AND CONDITIONS

I-A GENERAL

This contract is for **CARPET TILES**, including all services referenced throughout this Invitation to Bid (ITB). Exact quantities to be purchased are unknown except that the contractor will be required to furnish all such materials as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State departments on the [Purchase Order Release Form](#) and by the Office of Purchasing on the [Purchase Order Form](#).

Attached is a listing of State agencies who may wish to order from the [contract](#). The listing shall not limit participation of additional agencies as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government.

Orders for carpet to be used in Department of Management and Budget (DMB) buildings shall be accepted only from the Department of Management and Budget. A list of DMB buildings is included with this BPO. Orders from agencies/offices located within any of the listed DMB buildings shall not be accepted.

In order of precedence, this [contract](#) consists of published addenda modifying the ITB, the contents of the ITB, and the Contractor's response to the ITB requirements. In case of disagreement, the ITB as modified by the published addenda will rule. The State of Michigan shall not be bound by any part(s) of the contractor's response to the ITB which contains information, options, conditions, terms, or prices not requested nor required in the ITB.

The failure of a party to insist upon strict adherence to any term of the [contract](#) shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the contract.

The [contract](#) may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of the [contract](#) shall be deemed to be severable from all other provisions of the [contract](#) and, if one or more of the provisions of the [contract](#) shall be declared invalid, the remaining provisions of the [contract](#) shall remain in full force and effect.

The [contract](#) shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.



I-B INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the contractor prior to signing of the contract. The State fiscal year is October 1st through September 30th. The contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this contract.

I-C DISCLOSURE

All information in a bidder's proposal and the contract resulting from the ITB is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-D CONTRACT TERM

The term of the contract is 5 (five) years. This will be December 1, 1999 through December 1, 2004. The state, at its option, reserves the right to extend the term of the contract for up to 2 (two) additional years.

I-E ISSUING OFFICE

This contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the various State of Michigan departments, hereinafter known as State agencies. Where actions are a combination of those of the Office of Purchasing and the State agencies, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this contract. The Office of Purchasing will remain the **SOLE POINT OF CONTACT** throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget
Office of Purchasing
Attn: Jim Konrad
P.O. Box 30026
Lansing, Michigan 48909



I-F CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed **Contract Agreement(s)**, it is anticipated that the Director of Purchasing will direct that all State agencies be authorized to administer the **contract** on a day-to-day basis during the term of the **contract**. However, administration of the **contract** implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such **contract(s)**. That authority is retained by the Office of Purchasing.

I-G PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor will be required to assume responsibility for all contractual activities in the contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, this contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

I-H NEWS RELEASES

News releases pertaining to this contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this contract are to be released without prior written approval of the State and then only to persons designated.

I-I CONTRACT INVOICING AND PAYMENT

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing, Department of Management & Budget. This activity will occur only upon the specific written direction from the Office of Purchasing.

I-J ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.



I-K INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;
- (c) any claim, demand, action citation, or legal proceeding against the State, its employees and agents arising out of related to occurrences that the Contractor is required to insure against as provided for in this contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.



2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, division, agencies, sections, commissions, officers, employees and agents from and against all loses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorney’s fees and disbursements, costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State Of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its benefits acts. This indemnification clause is intended to be comprehensive, Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions which occurred prior to termination.



I-L CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.



I-M YEAR 2000 COMPLIANCE

The Contractor warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during, or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal and all processing actions that use or produce date values that accommodates same century and multi-century formulas and date values: interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system: user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years: and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

I-N CANCELLATION

(a) The State may cancel the contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.

(b) The State may cancel the contract in the event the State no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

(c) The State may cancel the contract for lack of funding. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available, the State shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.



(d) The State may immediately cancel the contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.

(e) The State may immediately cancel the contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.

(f) The State may, with 30 days written notice to the Contractor, cancel the contract in the event prices proposed for contract modification/extension are unacceptable to the State.

I-O ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the contract without the prior written consent of the State Purchasing Director.

I-P DELEGATION

The Contractor shall not delegate any duties or obligations under this contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

I-Q NON-DISCRIMINATION CLAUSE

In the performance of this or purchase order resulting herefrom, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in



employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.

I-R UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-S CONTRACT DISTRIBUTION

The Office of Purchasing shall retain the sole right of contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

I-T TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Contract prices do not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

I-U PRICE

Prices quoted are the maximum for a period of 365 days from date contract becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 days. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the contract may be cancelled. The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.



The postmark date on the Contract Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

I-V ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the contract period and any extension thereof, and for three years from expiration date and final payment on the contract or extension thereof.

I-W USAGE REPORTING

The Contractor may be required to report the contract usage by State agencies and/or local units of government. Such usage shall be reported quarterly and by item to the buyer in the Office of Purchasing, Department of Management and Budget.

I-X RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

A service Contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets related to hazardous chemicals must be presented to the appropriate State building supervisors prior to the introduction of such substances into buildings housing agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for Material Safety Data Sheets.



This document must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

I-Y SECURITY SCREENING

The Department/Agency reserves the right to screen for the purpose of security all employees of the contractor who will work on State premises. The Contractor must replace any prospective employees who are found to constitute security risks. The State further reserves the right to recommend reassignment of personnel deemed unsatisfactory by the State. Such employees in either case, may not be assigned at any other State location.

I-Z ANNUAL SERVICE REVIEW

The State may request an audit of the services provided under the terms of this contract. The audit will be a joint activity of the Using Agency and the Office of Purchasing.

An unsatisfactory audit may result in cancellation of the contract under terms of the Cancellation Clause in this contract. Further, should this contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the contract. The results of the audit along with contract recommendations will be published by the Office of Purchasing and distributed to the Using Agency and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.



I-AA MODIFICATION OF CONTRACT

The State reserves the right to add an item(s) that is not described on the item listing and is available from the contract vendor. The item(s) may be included on the contract, only if prior written approval has been granted by the Office of Purchasing.

In addition, the State reserves the right to modify the services during the course of this contract. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

I-BB QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

I-CC RECYCLED CONTAINERS

The contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).



I-GG ELECTRONIC TRANSFER OF FUNDS

The Contractor and the State agree that in the event any State agency with the capability for electronic transfer of funds compatible with that of the Contractor chooses to use such payment method, the Contractor's fees set forth in this Contract shall be reduced by a discount to be mutually agreed upon by the Office of Purchasing and the Contractor.



SECTION II

WORK STATEMENT

II-A BACKGROUND

By using a simple menu and one contact at Johnson Contract Interiors, State agencies will be able to order materials only or a complete managed and installed package for carpet projects. Whatever the extent of the order, only one contact, purchase order, and payment will complete the transaction. All other duties will be delegated from Customer Service at Lees Corporate Headquarters.

Contractor: Lees Carpets

Company Address: 3330 West Friendly Avenue or PO Box 26027
Greensboro, NC 27410 Greensboro, NC
27420

Toll Free Number: Priscilla Meyer, Customer Service
(800) 523-5647, ext. 4936

Local Michigan Office: Ken Lobbes
Account Executive
Lees Carpets
454 Overbrook Lane
Grand Rapids, MI 49507
(616) 245-7702

Subcontractor Name and Address: Johnson's Contract Interiors
11668 Chief Noonday Road
Middleville, MI 49333

Subcontractor Contact Name and Phone Number: Chris Johnson
(877) 795-4152 (toll
free)



II-B SPECIFIC INFORMATION

A. Product Quality/Specifications

The following running line items from Lees are included on this contract.

Discovery Tile (Field carpet)

Gauge: 5/64"
 Stitch Rate: 6.8 stitches per inch
 Pile Height: .123" average
 Backing Thickness: Glasgow
 Face Weight: 20 oz./sq. yd.
 Backing Weight: 120.45 oz./sq. yd.
 Total Weight: 140.45 oz./sq. yd.

Essence Tile (Border carpet)

Gauge: 1/8"
 Stitch Rate: 9.1 stitches per inch
 Pile Height: .187" average
 Face Weight: 30 oz./yd.
 Backing Weight: 120.45 oz./sq. yd.
 Total Weight: 150.45 oz./sq. yd.

Auxiliary Products:

Lees Pressure Sensitive adhesive
 Lees Primer-Sealer
 Johnsonite (Mercer) vinyl base and adhesive

Other specification information

SIZE: 18" x 18" modular carpet tile.

FACE: 100% loop pile (no cut face).
 The proposed border tile is a cut/loop combination providing a solid color plush appearance with more of the performance of a loop pile product.

YARN CONTENT: 100% DuPont Antron Legacy nylon fiber type 6,6 with permanent static control at 3.0 maximum kilovolt. DuPont Antron Legacy is recognized as the premier carpet fiber in the industry. Fiber attributes include:

- Ultimate soil resistance
- Ultimate appearance retention
- Unlimited styling flexibility
- Ideal for heavy traffic areas



The utilization of Duracolor by Lees adds to the list of attributes:

- Unsurpassed resistance to fade to light or gasses
- Unsurpassed stain resistance

GAUGE: Discovery construction utilizes looms with 5/64" gauge. Gauge is defined as the distance between needles on a carpet loom. Shorter gauges are synonymous with higher quality products. The 5/64" gauge is the best available to carpet mills.

STITCHES/INCH: This figure varies from product to product and is set to accommodate the best rate for a given construction and design combination. Lees uses a bulkier yarn which is heat set and air entangled, adding strength and resiliency, to provide maximum performance at the various settings.

PILE HEIGHT: In order to achieve optimal pile heights, heat set and air entangled yarns are used in product construction. At Lees, the goal is to construct pile heights allowing for good feel under foot, soft appearance and excellent performance.

FACE WEIGHT: Lees Discovery has a twenty-ounce face weight - ample fiber to satisfy all quality parameters.

BACKING WEIGHT: All Lees modular products use over 120 ounces of PVC backing material. This allows us to provide the soundest modular warranty available. Dimensional stability, edge ravel, cup, dome, dish and delamination lifetime guarantees are all due to the solid backing produced at Lees.

BACKING: Lees Thermobond utilizes the latest in state of the art technology to manufacture tile that is engineered tension free. Lees also incorporates a fiberglass scrim for dimensional stability and uses over 120 ounces of backing material for each square yard produced. These features provide several performance advantages backed by a full lifetime warranty. They are as follows:

- Thermobond will remain dimensionally stable. It will not shrink, cup, dome or dish.
- Passes the Aachen test which measures stability in changing conditions such as



hot/cold or wet/dry cycling. These are relevant to changing temperatures and humidity between seasons and to the effect of hot water extractions.

- Will not delaminate (no chair pads required).
- Will not edge ravel.
- Will not lose tuft bind.
- Thermobond is impervious to water.

All Lees carpet tiles are available as regular or self adhesive (Lees Self-Lock).

Regular Back

The recommended Lees Pressure Sensitive adhesive:

- Contains no VOC's
- Is releasable

Lees Self-Lock

- Provides a continually releasable tile system
- Contains no VOC's
- Off gassing is done in controlled conditions at the mill
- Insures proper adhesive is being used
- Insures proper amount of adhesive is being used
- Insures proper set-up time for adhesive to be releasable
- Come packed back-to-back generating no waste in peel-away papers/films or adhesive pails
- Increases installation efficiency

TESTING:

Lees Discovery passes the following tests:

- Flame spread - Class 1 per ASTM E-648
- Smoke development - 450 or less per ASTM E-662
- Pill test - passes DOC-FF-1-70
- Dimensional stability - AACHEN test #DIN54318
- IAQ
- Phillips Roll Chair Test
- Vetterman Drum (ASTM D-5417)

Detailed specification sheets and laboratory reports are included in Attachment A.



B. Delivery

Standard delivery may occur anywhere from the next day to a maximum 45 day delivery, depending on availability and production schedule. Weekly Customer Order Status Reports will inform customers of their established shipping date. Customers may also call the toll free number, anytime, to obtain order status information.

The State of Michigan will **select 5 (five) colors** for the **Quickship Program**. For those orders needed in a hurry, the Quickship program guarantees that delivery will occur within two weeks. The maximum order size is 1,500 yards.

Please note that every project should not be handled as a Quickship. The intent of the Quickship program is to provide an accelerated delivery option to State agencies when carpet is needed quickly (i.e. very small project, projects where the carpet was mistakenly not ordered, additional product needed to complete a project, etc.). Most projects should be planned utilizing a maximum 45 day lead time for delivery of the carpet. (It may be possible for carpet to be delivered within a much shorter period of time for certain projects, without the order being handled as a Quickship. Contact should be made with Lees Customer Service or the local Lees representative to check availability and production schedules.)

C. Installation

(See attached ‘Project Information Sheet’ and ‘Project Worksheet’.)

Lees will provide material only to the State of Michigan when they have their own installation arrangements. This can be done using one contact, one purchase order and one payment.

Lees will also provide a turnkey (managed and installed) package to the State of Michigan, when needed. This may also be done using one contact, one purchase order and one payment.

Turnkey orders will be completed through Lees and Johnson’s Contract Interiors (JCI). Initial contact by a state agency should be made to Lees Customer Service:

Priscilla Meyer - (800) 523-5647, ext. 4936

Upon contact by a State agency, JCI will begin project management immediately. JCI will perform a takeoff and be able to schedule a site visit, if necessary. Once a takeoff is complete, JCI can inform the State Agency of material quantities required for the project so that the order can be placed. JCI will also arrange a set of dates for installation to be completed. Recycling or disposal issues may also be addressed at this time. JCI project managers will assist in coordination of work to be done on a project-to-project basis.



There are no geographic constraints for projects. JCI is specifically structured to travel to any projects in the State of Michigan. Additionally, projects can be scheduled as quickly as 14 days after initial contact by an agency.

Johnson's Contract Interiors will manage and install turnkey carpet orders for the State of Michigan. Responsibilities will include:

- Contact inquiring State Agency within 24 hours of order inquiry
- Project coordination
- Takeoffs (to determine material needed for project)
- Product scheduling - ensure materials and staff will be available by start date
- Installation scheduling - work with state agency to develop a good schedule
- Order assistance
- Staff and material coordination
- Communicate scheduling with state agency
- Removal of old materials, carpet and vinyl base, if needed
- Floor preparation
- Installation of new carpet tile and base, if needed
- Communicate punch list and perform final walk through to insure complete customer satisfaction and to make required repairs
- Recycling or disposal of old carpet

Additional qualities of the JCI team include:

- Personnel wear uniforms on all job sites
- Employees have a minimum of seven years carpet installation experience.
- All projects have a highly trained project manager to supervise every detail to the customer's satisfaction.
- Can provide an installation team to any job site in the State of Michigan

All work performed by JCI will include full turnkey services and carry a five year installation warranty. The Quality Installation Team will be responsible for each project being run effectively, on time, and to the State's full satisfaction.

Subcontractor Information:

Johnson Contract Interiors, Inc.
Chris Johnson
11668 Chief Noonday Road
Middleville, MI 49333

(877) 795-4152 (toll free)
(616) 795-4152
fax: (616) 795-4150



Project Staffing:

- Chris Johnson, President, Account Manager
- David E. Mason, Vice President, Project Coordinator

- Cliff Zimmerman, Project Manager
- John Johnson, Project Manager
- Robert Weller, Project Manager

The project coordinator and project managers are most key to project success and completion. The project coordinator works directly with State agencies to perform takeoffs, schedule product and labor and to coordinate completion dates and walk through. He will also coordinate recycling or disposal, if needed. The project manager will remain on the job site. They will see that projects are being installed on time and to the customer's satisfaction. The project manager will conduct the final walk through. Both the project coordinator and project manager are dedicated to spending all necessary time on projects until they are completed.

Personnel Location:

- Chris Johnson will be located between the Michigan and Florida office.
- David Mason will be based out of the Michigan office and will spend time on job sites.
- Cliff Zimmerman, John Johnson and Robert Weller will always be on the job site, from start to finish for any given project.

Please note that the State still retains the right to utilize other vendors for installation services for certain projects, if it is determined to be in the best interest of the State.

D. Recycling Efforts

In this contract, Lees offers full recycling services through Johnson's Contract Interiors.

The highlights of the recycling program are:

- Each facility receives a certificate of appreciation for their efforts in recycling.
- All types of carpet can be recycled for re-use by using a cleaning and sorting process by conditions of fibers.
- The carpet tile is stacked on pallets and shrink rapped for shipping to the processing plant in Cape Coral, Florida.
- Clean fibers are shipped back to manufacturers to be made into new yarn.
- Uses for other by-products include gray felt used in the covering of chairs, concrete stabilizers, asphalt strengtheners, and vinyl products.
- Carpet fibers that have too much foreign material will be ground to be used as filler in a number of products such as untraditional filler for bricks.
- All materials handled for recycling will have a use found for them insuring no use of landfill space.



Lees commitment to the environment is incorporated into every manufacturing process. Lees takes responsibility for air, water, and energy utilized, as well as the waste produced during manufacturing. The following are environmental initiatives at the carpet mill:

- There are no underground storage tanks at the mill meaning no risk of ground water contamination.
- High efficiency waste water treatment reduces chemical oxygen demand (COD) by more than 90%. Resulting effluent contains dissolved oxygen needed by aquatic plant and animal life in adjacent rivers.
- Carpet and yarn scraps are put to use by other textile manufacturers so that they do not go to a landfill.
- 90% of boiler ash is used by a cement manufacturer, reducing landfill use by approximately 5.5 million pounds per year.
- Alternative end uses are also being found for other waste, including wood pallets, yarn tubes, paper, aluminum cans and PVC coated yarn scraps.
- PVC tile line utilizes particulate emissions control device removing 99% of particulate matter - essentially, the only emission is hot air.

When JCI handles an installation project, and if the product does not need to be delivered to State Surplus, JCI will automatically have the carpet recycled at no additional cost to the agency. However, if only recycling or disposal is involved, separate charges will apply, as indicated on the attached Installation Pricing Sheet. JCI will handle all recycling requests by contacting the State Agency upon orders received by the Lees Service Agent.

E. Other Programs

1. **Ordering/Customer Service.** The Customer Service Agent assigned by Lees to work specifically on all State of Michigan projects is as follows:

Priscilla Meyer	(800) 523-5647, ext. 4936
3330 West Friendly Ave.	Fax: (336) 379-2466
Greensboro, NC 27410	Meyer.Priscilla@Burlington.com

Inquiries and orders can be sent electronically, by phone, facsimile or by written order directly to the Lees agent working on the State of Michigan contract. The Lees Agent will respond to orders within 24 hours after their receipt.

State of Michigan accounts will be established allowing only authorized individuals to place orders. Orders may not be placed against accounts unless the certified individual listed on the account places the order.



The local sales representative for Lees is responsible for servicing all other needs for State accounts. Such duties may include:

- Prompt sampling
- Product information
- Maintenance and installation information/training
- Order expediting (when needed)
- Product inspection and site visits
- Ordering technical service involvement, when needed.

In general, the local representative is responsible for insuring that all portions of the agreement run as planned. The local representative may be contacted by phone or electronic transfer.

2. **Training.** The Lees Service Agent assigned to the State of Michigan account will be able to train agencies on an ‘as needed’ basis for the following:

- Ordering procedures
- Shipping
- Receiving
- Billing issues

Lees also provides in-service training, upon request, for the following:

- Product information
- Installation
- Maintenance
- Safe handling of materials

These services will be offered for the State agency and jointly with the State, as needed. In many instances, the local Lees representative can accommodate questions. Lees can also hold a training seminar at a state facility for mass groups to attend.

3. **Reporting.** Lees can supply reports displaying the following:

- Usage of the entire state program
- Activity of individual agencies
- Usage of material
- Service compliance reports
- Customer order status reports (delivery status)

4. **Warranty/Service.** All Lees warranties are full warranties. They are not prorated like tire warranties. Lees defines the life of their products simply as: For as long as the customer keeps the product on the floor. The combination of Lees patented Duracolor (non-topical, never wears off) technology with the use of DuPont’s finest fiber (DuPont Antron Legacy) allows Lees to offer a lifetime warranty for each of the following:



Stain Resistance: Lees Duracolor stain resistance is permanent. Conventional yarn-dyed fibers use topical stain resists chemistry which wears off over time due to traffic and cleaning, thus leaving the fibers vulnerable to stains. Duracolor makes the fiber itself repel the stains - this is permanent.

Dimensional stability, delamination, edge ravel, cup, dome and dish: Each square yard of Lees carpet tile is made with over 120 ounces of PVC backing material (unmatched in the industry) and utilizes a fiberglass scrim. The combination of these two performance factors enabled Lees to be the first mill to offer a lifetime modular warranty in each of these categories. Lees modular carpet tiles are made to perform until the day they are replaced.

Soil resistance: DuPont Antron Legacy is recognized as the premier fiber in the carpet industry for soil resistance. The square hollow filament shape provides less surface area and no crevices for dirt to cling to. In addition, the DuPont Duratech soil release chemical is the leading soil resist used in the industry, outlasting its competitors up to twice as long. Solution dyed fibers carry trace lubricants (which hold soil) from their manufacturing process. For this reason, solution dyed fibers, including Antron Lumina and especially trilobal fibers, are not considered to be as soil resistant.

Wear and fiber loss: Lees warrants against wear/fiber loss. Each product is guaranteed to lose no more than 10% of its face weight over the life of the carpet.

Installation and Project Coordination Warranty. Johnson's Contract Interiors warrants all installation issues for five years.

Handling of Warranty Issues. When a Lees' customer is not satisfied with quality, delivery, installation, etc., the Lees sales representative for the State of Michigan is committed to getting involved immediately to inspect and identify the concern. Internal resources are utilized to assist in understanding the situation and determine the plan of action, i.e. correct on site, replace, or mutually agreed settlement. The Lees Quality Assurance area which includes technical support, Quality Control, Quality engineering, Inspection, and claim research will work closely with sales and the customer until the matter is expeditiously resolved.

The Lees technical support group provides on site technicians to assist with quality, installation and maintenance problems. This includes the capability of conducting installation and maintenance seminars on a specific need basis and request.



Should a replacement be required, Sales and Customer Service will expedite the order to manufacturing planning for priority scheduling and special following through manufacturing.

Should it become necessary to revise a promised delivery date, Lees Customer Service area will notify the individual that placed the order of the delay and of the revised promise. At the same time, the same information is sent to the sales rep by voice mail for awareness and follow-up. Lees tracks the on time delivery performance with major emphasis and seldom miss a shipment; however, Lees realizes the critical nature of a missed promise and that advanced notice is essential.

Lees policy is to respond to registered claims within 24 hours and follow-up site inspection within five working days of notification.

The customer is given the option of replacement of defective carpet with carpet of equal value or an allowance to be negotiated between the appropriate parties. The intent is to minimize disruption, yet ensure customer satisfaction.

State agencies should contact their local sales representative with any quality concerns.

5. **Special Programs.** Lees policy is to not accept the return of unused carpet back to the mill. This practice leaves the mill with a small quantity of a specific color and dyelot that really cannot be used to fill orders. These small quantities end up being sold for a fraction of their value.

However, Lees will offer the State an opportunity to return unused portions that exceed 125 yards in quantity. The carpet tiles must be returned in unopened containers and be of the same dyelot. The State will be responsible for the cost of shipping unused portions back to the mill.

It is a good practice for facilities to maintain added stock for tile installations on site. In the event that a tile is damaged, the added stock may be used to keep dyelot consistency.

II-C SITE VISITS

The State may conduct a site visit to tour and inspect the contractor's production facility, distribution facility, distributor's facilities, and installation firms facilities at any time during this contract.



II-D MINIMUM ORDER AND F.O.B. POINT

There are no minimum order requirements on this contract. Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted.

II-E COLOR BINDERS

A specification/sample color binder containing all color options for the field carpet tile (Discovery), border carpet tile (Essence), and vinyl cove base/transition vinyl is attached to this contract.

The contractor will provide to the Office of Purchasing upon request, at no additional cost to the state, up to 1,000 specification/sample color binders and product brochures.

II-F PRICES

Prices for all products and services available on this contract are included on the attached Item Listings.

II-G ADDITIONAL INFORMATION

Lees Durasafe Cleaning Products

Duracolor offers stain resistance to 99% of all stains. 96% of those stains come out with just water or water and a mild detergent. Due to the request from our customers for the remaining 3% of stains that need more than just water, we offer Durasafe Cleaning Products. Durasafe products have been thoroughly tested and have been proven to be safe.

- Durasafe 1000 All-purpose remover for stains such as butter, chocolate, coffee*, wine, salad dressing, etc.
- Durasafe 2000 Paint, oil and grease remover for lipstick or fountain pen inks.
- Durasafe 2000A Adhesive remover
- Durasafe 3000 Hot water extraction formula for light to heavy soil.
- Durasafe 4000 Bonnet cleaning additive for light soil.
- Durasafe 5000 Tannin remover for hot spills.
- Durasafe 6000 Spot remover with deodorizer for enzyme stains such as blood and body fluids
- Durasafe 7000 Betadine, Iodine remover
- Durasafe 8000 Rust remover
- Durasafe 9000 Deodorizer

* To remove hot spills, first try cold water; then, if needed, use water the same hot temperature as the soiling liquid. If stain persists, use Durasafe 5000 to remove tannin stain.

ATTACHMENTS

Contract No. 071B0000226

**Carpet Tile
Item Listing**

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	Carpet Tiles; 18" x 18"; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.33%</u> * The carton price reflects \$ <u>13.95</u> per square yard.	\$ <u>83.70</u> *
2.	Carton	360-70	Carpet Tiles; 18" x 18"; Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>43.03%</u> * The carton price reflects \$ <u>14.35</u> per square yard.	\$ <u>86.10</u> *
3.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Essence</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.33%</u> * The carton price reflects \$ <u>19.20</u> per square yard.	\$ <u>115.20</u> *
4.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Essence Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>42.84%</u> * The carton price reflects \$ <u>19.60</u> per square yard.	\$ <u>117.60</u> *
5.	Lineal Foot	360-70	Vinyl Cove Base and other Vinyl Transition Pieces; 1/8 gauge. Manufacturer: <u>Mercer</u>	\$ <u>.45</u>

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
6.	Carton	360-70	Vinyl Cove Base; inside corners. Manufacturer: <u> Mercer </u> Product name: <u> Corners In </u> Packaging: <u> 24 corners per carton </u> % discount off list: <u> 13.5%</u>	\$ <u>15.60</u> *
* The carton price reflects \$ <u>.65</u> per corner piece.				
7.	Carton	360-70	Vinyl Cove Base; outside corners. Manufacturer: <u> Mercer </u> Product name: <u> Corners Out </u> Packaging: <u> 24 corners per carton </u> % discount off list: <u> 13.5%</u>	\$ <u>15.60</u> *
* The carton price reflects \$ <u>.65</u> per corner piece.				
8.	Pail	360-70	Adhesive; Pail. Manufacturer: <u> Lee's </u> Product name: <u> Pressure Sensitive </u> Packaging: <u> 4 gallons per pail </u> % discount off list: <u> 28.57%</u>	\$ <u>50.00</u> *
* The pail price reflects \$ <u>12.50</u> per gallon.				
9.	Pail	360-70	Sealant/primer; primarily used for floor preparation for self adhesive carpet tile. Manufacturer: <u> Lee's </u> Product name: <u> Everseal </u> Packaging: <u> 4 gallons per pail </u> % discount off list: <u> 0%</u>	\$ <u>39.60</u> *
* The pail price reflects \$ <u>9.90</u> per gallon.				

**Contract No. 071B0000226
Carpet Tile**

Installation Pricing

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation. **Lees will coordinate all installation projects through their subcontractor Johnson Contract Interiors (JCI).**

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>.75</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>1.25</u> per square yard.
Broadloom -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>.95</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>1.35</u> per square yard.
* Permanently Attached Flooring -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>2.00</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.25</u> per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

Most carpet removed on a State project at this time will be shipped back to DMB Surplus and Salvage in Lansing, MI. However, for carpet that the State determines does not need to be returned to DMB Surplus and Salvage, it is expected that the old carpet will be recycled by the contractor. If a reimbursement can be given for carpet that is recycled, indicated below is the reimbursement amount (please note that all reimbursements will be handled directly between JCI and the agency and will not be reflected in the purchase order issued to Lees):

\$.02 per pound

Indicate below is the cost that the State will incur to have the contractor deliver the old carpet removed from a particular project to DMB Surplus and Salvage or an appropriate Recycling Center.

\$ 60.00 per hour (3 hour minimum)

If some carpet cannot be recycled, indicated below is the additional cost for the contractor to legally dispose of the carpet, including transportation. This cost also applies to projects that only involve recycling old carpet (i.e. JCI will not be providing removal or installation services).

\$.87 per yard

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project:

Regular Labor
(Mon.-Fri., 8 to 5) - \$.10 per square yard.

Premium Labor
(evenings/weekends) - \$.15 per square yard.

Indicated below is the additional charge for projects that involve excessive floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 25.00 per hour - Regular Labor (Mon.-Fri., 8 to 5)

\$ 45.00 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.75 per square yard.

Premium Labor
(evenings/weekends) - \$ 3.95 per square yard.

Indicated below is the price for the installation of vinyl cove base and vinyl transition pieces:

\$.60 per lineal foot.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 6.95 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

TRAVEL:

There is no additional charge for travel to projects that include installation services.

Agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.00 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.25 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

**Contract No. 071B0000226
Carpet Tile**

PROJECT INFORMATION SHEET

Please note that all agencies located in a DMB building MUST coordinate carpet projects with DMB.

PRODUCT:

The following running line items from Lees are included on this contract. Both products are 18" x 18" modular carpet tiles and are available in both standard and self-adhesive.

**Discovery Tile (Field carpet)
Essence Tile (Border carpet)**

ORDERING:

Lees will provide material only when no services are needed for the project. Prices are indicated on the attached Item Listing and Project Worksheet. A contract release can be issued to the following address:

Lees Carpet
3330 West Friendly Avenue
Greensboro, NC 27410

ORDERING (when installation is included in the project):

Lees will also provide a turnkey (managed and installed) package, when needed. This is done using one contact, one purchase order, and one payment. Turnkey orders will be completed through Lees and Johnson's Contract Interiors (JCI). Prices are indicated on the attached Item Listing, Installation Pricing sheet, and Project Worksheet. Initial contact by a state agency should be made to **Lees Customer Service:**

Priscilla Meyer
3330 West Friendly Ave.
Greensboro, NC 27410

(800) 523-5647, ext. 4936
Fax: (336) 379-2466
Meyer.Priscilla@Burlington.com

A Project Worksheet is attached, which can be utilized by the ordering agency, Lees, and JCI to help manage and organize projects.

Upon contact by a State agency, JCI will begin project management immediately. JCI will manage and install turnkey carpet orders for the State of Michigan. Responsibilities will include:

- Contact inquiring State Agency within 24 hours of order inquiry
- Perform takeoff (to determine material needed for project)
- Schedule site visit to field measure
- Order assistance
- Project coordination
- Product scheduling - ensure materials and staff will be available by start date
- Installation scheduling - work with state agency to develop a good schedule
- Communicate scheduling with state agency
- Staff and material coordination
- Removal of old materials, carpet and vinyl base
- Floor preparation
- Installation of new carpet tile and base
- Communicate punch list and perform final walk through to insure complete customer satisfaction and to make required repairs
- Recycling or disposal of old carpet
- All projects will have a highly trained project manager and all personnel will wear uniforms

There are no geographic constraints for projects. JCI is specifically structured to travel to any projects in the State of Michigan.

Project Information Sheet
Page 2

Projects can be scheduled as quickly as 14 days after initial contact by an agency. The actual installation date will be dependent upon product availability and production schedules.

Subcontractor Information:

Johnson Contract Interiors, Inc.
Chris Johnson (877) 795-4152 (toll free)
11668 Chief Noonday Road (616) 795-4152
Middleville, MI 49333 fax: (616) 795-4150

Project Staffing:

Chris Johnson, President, Account Manager
David E. Mason, Vice President, Project Coordinator

Cliff Zimmerman, Project Manager
John Johnson, Project Manager
Robert Weller, Project Manager

Please note that the State still retains the right to utilize other vendors for installation services for certain projects, if it is determined to be in the best interest of the State.

DELIVERY:

Standard delivery may occur anywhere from the next day to a **maximum 45 day delivery**, depending on availability and production schedule. Customers may call the toll free number, anytime, to obtain order status information. There are no minimum order requirements on this contract.

There are also **5 (five) colors** on a **Quickship Program**. For those orders needed in a hurry, the Quickship program guarantees that **delivery will occur within two weeks**. The maximum order size is 1,500 yards. (These colors have not yet been selected and will be communicated at a later date.)

Please note that every project should not be handled as a Quickship. The intent of the Quickship program is to provide an accelerated delivery option to State agencies when carpet is needed quickly (i.e. very small project, projects where the carpet was mistakenly not ordered, additional product needed to complete a project, etc.). Most projects should be planned utilizing a maximum 45 day lead time for delivery of the carpet. (It may be possible for carpet to be delivered within a much shorter period of time for certain projects, without the order being handled as a Quickship. Contact should be made with Lees Customer Service or the local Lees representative to check availability and production schedules.)

TRAINING:

The Lees Service Agent assigned to the State of Michigan account will be able to train agencies on an 'as needed' basis for the topics indicated below. Please contact the local Lees representative to arrange for training.

- | | |
|-----------------------|------------------------------|
| - Ordering procedures | - Product information |
| - Shipping | - Installation |
| - Receiving | - Maintenance |
| - Billing issues | - Safe handling of materials |

REPORTING:

Lees can supply reports displaying the following:

- | | |
|-------------------------------------|---|
| - Usage of the entire state program | - Service compliance reports |
| - Activity of individual agencies | - Customer order status reports (delivery status) |
| - Usage of material | |

WARRANTY:

All Lees warranties are full warranties. They are not prorated like tire warranties. Lees defines the life of their products simply as: For as long as the customer keeps the product on the floor. The combination of Lees patented Duracolor (non-topical, never wears off) technology with the use of DuPont's finest fiber (DuPont Antron Legacy) allows Lees to offer a lifetime warranty for each of the following:

Stain Resistance: Lees Duracolor stain resistance is permanent. Conventional yarn-dyed fibers use topical stain resist chemistry which wears off over time due to traffic and cleaning, thus leaving the fibers vulnerable to stains. Duracolor makes the fiber itself repel the stains - this is permanent.

Dimensional stability: delamination, edge ravel, cup, dome and dish: Each square yard of Lees carpet tile is made with over 120 ounces of PVC backing material (unmatched in the industry) and utilizes a fiberglass scrim. The combination of these two performance factors enabled Lees to be the first mill to offer a lifetime modular warranty in each of these categories. Lees modular carpet tiles are made to perform until the day they are replaced.

Soil resistance: DuPont Antron Legacy is recognized as the premier fiber in the carpet industry for soil resistance. The square hollow filament shape provides less surface area and no crevices for dirt to cling to. In addition, the DuPont Duratech soil release chemical is the leading soil resist used in the industry, outlasting its competitors up to twice as long. Solution dyed fibers carry trace lubricants (which hold soil) from their manufacturing process. For this reason, solution dyed fibers, including Antron Lumina and especially trilobal fibers, are not considered to be as soil resistant.

Wear and fiber loss: Lees warrants against wear/fiber loss. Each product is guaranteed to lose no more than 10% of its face weight over the life of the carpet.

Installation and Project Coordination Warranty. Johnson's Contract Interiors warrants all installation issues for five years.

Handling of Warranty Issues. When a Lees' customer is not satisfied with quality, delivery, installation, etc., the Lees sales representative for the State of Michigan is committed to getting involved immediately to inspect and identify the concern. Internal resources are utilized to assist in understanding the situation and determine the plan of action, i.e. correct on site, replace, or mutually agreed settlement. The Lees Quality Assurance area which includes technical support, Quality Control, Quality engineering, Inspection, and claim research will work closely with sales and the customer until the matter is expeditiously resolved.

The Lees technical support group provides on site technicians to assist with quality, installation and maintenance problems. This includes the capability of conducting installation and maintenance seminars on a specific need basis and request.

Should a replacement be required, Sales and Customer Service will expedite the order to manufacturing planning for priority scheduling and special following through manufacturing.

Should it become necessary to revise a promised delivery date, Lees Customer Service area will notify the individual that placed the order of the delay and of the revised promise. At the same time, the same information is sent to the sales rep by voice mail for awareness and follow-up. Lees tracks the on time delivery performance with major emphasis and seldom miss a shipment; however, Lees realizes the critical nature of a missed promise and that advanced notice is essential.

Lees policy is to respond to registered claims within 24 hours and follow-up site inspection within five working days of notification.

The customer is given the option of replacement of defective carpet with carpet of equal value or an allowance to be negotiated between the appropriate parties. The intent is to minimize disruption, yet ensure customer satisfaction.

State agencies should contact their local sales representative with any quality concerns.

TRADE IN PROGRAM:

Lees policy is to not accept the return of unused carpet back to the mill. This practice leaves the mill with a small quantity of a specific color and dyelot that really cannot be used to fill orders. These small quantities end up being sold for a fraction of their value.

However, Lees will offer the State an opportunity to return unused portions that exceed 125 yards in quantity. The carpet tiles must be returned in unopened containers and be of the same dyelot. The State will be responsible for the cost of shipping unused portions back to the mill.

It is a good practice for facilities to maintain added stock for tile installations on site. In the event that a tile is damaged, the added stock may be used to keep dyelot consistency.

COLOR BINDERS:

Specification/sample color binder have been distributed to all State procurement offices. Additional binders can be attained by contacting Lees customer service.

CONTRACTOR INFORMATION:

The local sales representative for Lees is as follows:

Ken Lobbes
Account Executive
Lees Carpets
454 Overbrook Lane
Grand Rapids, MI 49507
(616) 245-7702

The local sales representative for Lees is responsible for servicing all other needs for State accounts. Such duties may include:

- Prompt sampling
- Product information
- Maintenance and installation information/training
- Order expediting (when needed)
- Product inspection and site visits
- Ordering technical service involvement, when needed.

In general, the local representative is responsible for insuring that all portions of the agreement run as planned. The local representative may be contacted by phone or electronic transfer.

The Customer Service Agent assigned by Lees to work specifically on all State of Michigan projects is as follows:

Priscilla Meyer
3330 West Friendly Ave.
Greensboro, NC 27410

(800) 523-5647, ext. 4936
Fax: (336) 379-2466
Meyer.Priscilla@Burlington.com

Inquiries and orders can be sent electronically, by phone, facsimile or by written order directly to the Lees agent working on the State of Michigan contract. The Lees Agent will respond to orders within 24 hours after their receipt.

Contract No. 071B0000226
Carpet Tile

Project Name: _____
 Delivery Date: _____
 Approx. Sq. Yds: _____
 Agency Contact Person: _____

PROJECT WORKSHEET

<input type="checkbox"/> <u>Product Needed</u>	<u>Price per Carton *</u>	<u>Number of Cartons</u>	<u>Total Cost</u>
Sq. Yd.: _____			
<input type="checkbox"/> Carpet Tiles – Discovery.	\$ 83.70	_____	\$ _____
<input type="checkbox"/> Carpet Tiles – Discovery Self Adhesive.	\$ 86.10	_____	\$ _____
Sq. Yd.: _____			
<input type="checkbox"/> Border Carpet Tiles – Essence.	\$ 115.20	_____	\$ _____
<input type="checkbox"/> Border Carpet Tiles – Essence Self Adhesive.	\$ 117.60	_____	\$ _____

* all cartons of carpet reflect 6 square yards

<input type="checkbox"/>	<u>Price per Lineal Foot</u>	<u>Number of Lineal Feet</u>	<u>Total Cost</u>
Vinyl (cove base and transition pieces)	\$.45	_____	\$ _____

<input type="checkbox"/>	<u>Price per Carton *</u>	<u>Number of Cartons</u>	<u>Total Cost</u>
Vinyl (cove base corners)	\$ 15.60	_____	\$ _____

* all cartons reflect 24 corner pieces

<input type="checkbox"/>	<u>Price per Pail *</u>	<u>Number of Pails</u>	<u>Total Cost</u>
Adhesive	\$ 50.00	_____	\$ _____
Sealant/Primer	\$ 39.60	_____	\$ _____

* all pails reflect 4 gallons

<input type="checkbox"/> <u>Removal</u>	<u>Price per Square Yard</u>	<u>Number of Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/> Carpet Tiles – Regular Labor.	\$.75	_____	\$ _____
<input type="checkbox"/> Carpet Tiles – Premium Labor.	\$ 1.25	_____	\$ _____
<input type="checkbox"/> Broadloom – Regular Labor.	\$.95	_____	\$ _____
<input type="checkbox"/> Broadloom – Premium Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/> Permanent Flooring – Regular Labor.	\$ 2.00	_____	\$ _____
<input type="checkbox"/> Permanent Flooring – Premium Labor.	\$ 2.25	_____	\$ _____

<input type="checkbox"/>	<u>DELIVERY</u> (to DMB surplus or recycling center)	Price per <u>Hour</u>	Number of <u>Hours</u> *	<u>Total Cost</u>
		\$ 60.00	_____	\$_____
	* 3 hours minimum			

<input type="checkbox"/>	<u>DISPOSAL</u> (if product cannot be recycled))	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$.87	_____	\$_____

<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$.10	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$.15	_____	\$_____

<input type="checkbox"/>	<u>Excessive Floor Preparation</u> *	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 25.00	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$ 45.00	_____	\$_____

* must be documented and approved by the State

<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.75	_____	\$_____
<input type="checkbox"/>	Premium Labor.	\$ 3.95	_____	\$_____

<input type="checkbox"/>	<u>Vinyl Installation (cove base/transition pieces)</u>	Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
		\$.60	_____	\$_____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$_____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price per Square Yard	Number of Square Yards	Total Additional Cost
<input type="checkbox"/>	add to dollar amount per square yard prices \$ 1.25		_____	\$_____
		Additional Price per Hour	Number of Hours	Total Additional Cost
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$_____

TOTAL PRODUCT COST: \$ _____

TOTAL COST OF SERVICES: \$ _____

TOTAL PROJECT COST: \$ _____

Standard Carpet Color: _____

Border Carpet Color: _____

Vinyl Color: _____

<input type="checkbox"/>	<u>Recycling Credit *</u>	Price per Pound	Number of Pounds	Total Credit
	* To be handled directly between JCI and ordering agency.	\$.02	_____	\$_____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

DEPARTMENT OF MANAGEMENT AND BUDGET BUILDINGS

Lansing (downtown):

Cass
Hannah
Hosmer Warehouse
Law
Lottery
Mason
Olds Plaza
Ottawa
School for the Blind
Transportation
Treasury

Lansing (secondary complex):

First District Headquarters
General Office Building
General Services Warehouse
Highway Testing
Highway Warehouse
Liquor Warehouse
Motor Transport
Photo Lab
Secretary of State
State Police Training Academy

Outstate Offices:

Detroit Labor
Detroit Plaza
Escanaba
Flint
Grand Rapids
Jackson
Saginaw
Traverse City

Lansing (north Logan):

Records Center
North Complex

- Orders for carpet to be used in any of the Department of Management and Budget (DMB) buildings listed above shall be accepted only from the Department of Management and Budget. Orders from agencies/offices located within any of these DMB buildings shall not be accepted.

Contract No. 071B0000226
Carpet Tile

State of Michigan
Specification Sheet

SIZE: 18" x 18"

FACE: Loop pile (no cut face)

YARN CONTENT: 100% Branded, Type 6.6, Bulk Continuous Filament (BCF) Nylon, with permanent static control at 3.0 maximum kilovolt. Shall be yarn dyed or solution dyed.

The yarn utilized includes factory added soil and stain resistance, as well as colorfastness, that will last throughout the warranty period.

WARRANTY: Lifetime warranty covering the following:

wear	delamination
edge ravel	fiber loss
dimensional stability	cup dome or dish

BACKING: Backing available in both regular and self-adhesive. Self-adhesive backing must be pressure sensitive, releasable, and environmentally friendly. For regular backing, the glue recommended must also be pressure sensitive, releasable, and environmentally friendly.

PERFORMANCE

REQUIREMENTS: Carpet has been tested for the following:

Flame spread - Class I per ASTM E-648
Smoke development - 450 or less per ASTM E-662
Pill test - passes DOC-FF-1-70
Dimensional stability - AACHEN test #DIN54318
IAQ
Phillips Roll Chair Test
Vetterman Drum (ASTM D-5417)

All carpet tiles are a standard product (running line) currently offered by Lees, not a special product manufactured just for this State of Michigan.

Contract No. 071B0000226 with Lee's Carpet

Carpet Tiles and Installation

Change Notice #4

The following changes and clarifications are hereby made to this contract:

1. Carpet tile prices have increased 4.7%. A revised item listing is attached.
2. Installation prices have increased 7.7% for DBI/Seelye Group. Attached is a revised Project Worksheet and Installation Pricing sheet for DBI/Seelye Group. JCI installation prices have not changed. The attached JCI Project Worksheet reflects revised carpet pricing only.
3. The revised item listing captures information regarding the "ColorBridge" line which has replaced "Essence".
4. The Quick Ship Program has been revised to include the following:

Field Carpet (Tweed)

Discovery Maritime 407
Discovery Brandywine 124
Discovery Arcadian 101
Discovery Celestial Blue 417
Discovery Berryfrost 425

Border Carpet (Solid)

ColorBridge Amethyst 575
ColorBridge Onyx 818
ColorBridge Rain Forest 531
ColorBridge Lagoon Blue 577
ColorBridge Aries Blue 587

"Essence" has been discontinued and replaced by "ColorBridge".

5. Contact numbers for DBI/Seelye Group have been changed to the following:

DBI/SEELYE GROUP LTD

Gary Seelye – 1-800-968-1324
(517) 485-3200 ext. 142
(517) 449-1530 (mobil)
(517) 485-3202 Fax

Tim Spaulding - (517) 641-4352
(517) 449-1533 (mobil)

6. Please Note: Other colors or products are available from Lee's with the same discount applied off the list price. These situations will be handled on a case by case basis.

Contract No. 071B0000226

**Carpet Tile
Revised Item Listing (Change Notice #4)**

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
1.	Carton	360-70	Carpet Tiles; 13" x 18"; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.30%</u> * The carton price reflects \$ <u>14.61</u> per square yard.	\$ <u>87.66 *</u>
2.	Carton	360-70	Carpet Tiles; 13" x 18"; Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>Discovery Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>48.59%</u> * The carton price reflects \$ <u>15.02</u> per square yard.	\$ <u>90.06 *</u>
3.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.64%</u> * The carton price reflects \$ <u>19.20</u> per square yard.	\$ <u>120.60 *</u>
4.	Carton	360-70	Carpet Tiles; 18" x 18"; Solid Color (for use as a border); Self Adhesive; per the attached specification. Manufacturer: <u>Lee's</u> Product name: <u>ColorBridge Self Lock</u> Packaging: <u>6 yards per carton</u> % discount off list: <u>49.10%</u> * The carton price reflects \$ <u>20.52</u> per square yard.	\$ <u>123.12 *</u>

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
5.	Lineal Foot	360-70	Vinyl Cove Base and other Vinyl Transition Pieces; 1/8 gauge; PRICE INCLUDES INSTALLATION. Manufacturer: <u> Mercer </u>	<u>\$ 1.10</u>
6.	Lineal Foot	360-70	Carpet Cove Base; 4 inch; PRICE INCLUDES INSTALLATION. Manufacturer: <u> Mercer </u>	<u>\$. 1.67</u>

Contract No. 071B0000226
Carpet Tile
Change Notice #4
Revised Installation Pricing – ‘DBI/Seelve Group Ltd’

It is the State's intention to have the contractor manage the entire project when carpet installation is required. The State expects to make one contact, issue one purchase order, and make one payment for the entire project, including carpet and installation.

REMOVAL:

Indicated below are the prices for removal of existing carpet on a particular project:

Carpet Tiles -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.88</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.69</u> per square yard.
Broadloom -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.88</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>2.69</u> per square yard.
* Permanently Attached Flooring -	Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>2.69</u> per square yard.
	Premium Labor (evenings/weekends) -	\$ <u>4.04</u> per square yard.

* Permanently attached flooring is defined as rubber back carpet, raised disc rubber tile, vinyl tile that is also coming up while removing carpet tiles, etc.

FLOOR PREPARATION:

Indicated below is the price per square yard for normal floor preparation on a particular project, including materials:

Regular Labor (Mon.-Fri., 8 to 5) -	\$ <u>1.35</u> per square yard.
Premium Labor (evenings/weekends) -	\$ <u>1.88</u> per square yard.

Indicated below is the charge for projects that involve *excessive* floor preparation (please note that projects that are determined to involve excessive floor preparation must be well documented and approved in advance by the State):

\$ 37.70 per hour - Regular Labor (Mon.-Fri., 8 to 5)

\$ 51.70 per hour - Premium Labor (evenings/weekends)

INSTALLATION:

Indicated below is the price for installation of new carpet tile on a particular project. Prices indicated include the labor associated with applying the glue for standard carpet tiles as well as the labor associated with applying primer/sealant for self adhesive carpet tiles (includes recycling):

Regular Labor
(Mon.-Fri., 8 to 5) - \$ 3.77 per square yard.

Premium Labor
(evenings/weekends) - \$ 5.12 per square yard.

The price for vinyl cove base and vinyl transition pieces, as well as the price for carpet cove base, (indicated on the attached Item Listing) includes installation.

Lift System Pricing. One additional installation option available is the Lift System, which can be used when only new carpet is needed for a project (i.e. no painting, no new furniture, etc.). This allows for new carpet to be installed without removing anything first, such as furniture. The additional price per square yard for the Lift System is indicated below (this price is to be added to the removal price per square yard and the installation price per square yard):

\$ 7.49 additional price per square yard (added to the price per square yard for removal and installation)

The following items are included as part of the Lift System price:

- Lift and/or move furniture
- Train and mark areas to be completed each night
- Vacuum area each night
- Work nights and weekends at no additional cost
- Floor preparation
- Lightly dust areas each night
- Cover sensitive equipment each night (such as computers) to avoid possible dust
- Complete up to 300 yards each night.

PREVAILING WAGE:

Please indicate below the additional charge for projects that fall under the prevailing wage requirement, as determined by the State:

\$ 5.39 per hour should be added to all prices indicated above that are expressed as a dollar amount per hour.

\$ 1.62 per square yard should be added to all prices indicated above that are expressed as a dollar amount per square yard.

'DBI/Seelve Group Ltd CARPET PROJECT WORKSHEET

Project Name: _____
 Delivery Date: _____
 P.O. Number: _____ Approx. Sq. Yds: _____
 DMB Contact: _____ Agency Contact Person: _____
 JCI Contact: _____

<input type="checkbox"/>	Product (Comm. Code 360-70-10)	Price per <u>Carton *</u>	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 87.66	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 90.06	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge.	\$ 120.60	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 123.12	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	\$ 1.05 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Lineal Foot</u>	Number of <u>Lineal Feet</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Cove Base	\$ 1.55 *	_____	\$ _____
	Color: _____			
	* price includes installation			
		Price per <u>Pail *</u>	Number of <u>Pails</u>	<u>Total Cost</u>
<input type="checkbox"/>	Adhesive	\$ 50.00	_____	\$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 39.60	_____	\$ _____
	* all pails reflect 4 gallons			
<input type="checkbox"/>	Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u>
	_____			\$ _____
	_____			\$ _____
	TOTAL PRODUCT COST:			\$ _____

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	Removal	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$ 1.88	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$ 1.88	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.69	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 4.04	_____	\$ _____

<input type="checkbox"/>	DELIVERY (to DMB surplus or recycling center)	Price per Hour	Number of Hours *	Total Cost
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			

<input type="checkbox"/>	Floor Preparation	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Regular Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 1.88	_____	\$ _____

<input type="checkbox"/>	Excessive Floor Preparation *	Price per Hour	Number of Hours	Total Cost
<input type="checkbox"/>	Regular Labor.	\$ 37.70	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 51.70	_____	\$ _____

* must be documented and approved by the State

<input type="checkbox"/>	Installation	Price per Square Yard	Number of Square Yards	Total Cost
<input type="checkbox"/>	Regular Labor.	\$ 3.77	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 5.12	_____	\$ _____

<input type="checkbox"/>	'Lift System' Installation	Price per Square Yard	Number of Square Yards	Total Cost
		\$ 7.49 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
	* one time charge, at agency request	\$.25 *	_____	\$ _____
<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price <u>per Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.62	_____	\$ _____
		Additional Price <u>per Hour</u>	Number of <u>Hours</u>	<u>Total Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.39	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.

'JCI' CARPET PROJECT WORKSHEET

Delivery Date: _____
 P.O. Number: _____
 DMB Contact: _____
 JCI Contact: _____

Approx. Sq. Yds: _____
 Agency Contact Person: _____

<input type="checkbox"/>	<u>Product (Comm. Code 360-70-10)</u>	Price per <u>Carton</u> *	Number of <u>Cartons</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Discovery.	\$ 87.66	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Discovery Self Adhesive.	\$ 90.06	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge.	\$ 120.60	_____	\$ _____
<input type="checkbox"/>	Border Carpet Tiles – ColorBridge Self Adhesive.	\$ 123.12	_____	\$ _____
	Sq. Yd.: _____			
	Color: _____			
	* all cartons of carpet reflect 6 square yards			
<input type="checkbox"/>	Vinyl (cove base and transition pieces)	Price per <u>Lineal Foot</u> \$ 1.05 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Carpet Cove Base	Price per <u>Lineal Foot</u> \$ 1.55 *	Number of <u>Lineal Feet</u>	<u>Total Cost</u> \$ _____
	Color: _____			
	* price includes installation			
<input type="checkbox"/>	Adhesive	Price per <u>Pail</u> *	Number of <u>Pails</u>	<u>Total Cost</u> \$ _____
<input type="checkbox"/>	Sealant/Primer	\$ 50.00	_____	\$ _____
	* all pails reflect 4 gallons	\$ 39.60	_____	\$ _____
<input type="checkbox"/>	Other product (i.e. 'T' reducers, carpet cove base, 6" cove base, etc. will be priced at discounts similar to other peripheral items on the contract)			<u>Total Cost</u> \$ _____
	_____			\$ _____
				\$ _____
	TOTAL PRODUCT COST: \$ _____			

SERVICES (Comm. Code 910-09)

<input type="checkbox"/>	<u>Removal</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Carpet Tiles – Regular Labor.	\$.75	_____	\$ _____
<input type="checkbox"/>	Carpet Tiles – Premium Labor.	\$ 1.25	_____	\$ _____
<input type="checkbox"/>	Broadloom – Regular Labor.	\$.95	_____	\$ _____
<input type="checkbox"/>	Broadloom – Premium Labor.	\$ 1.35	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Regular Labor.	\$ 2.00	_____	\$ _____
<input type="checkbox"/>	Permanent Flooring – Premium Labor.	\$ 2.25	_____	\$ _____
<input type="checkbox"/>	<u>DELIVERY (to DMB surplus or recycling center)</u>	Price per <u>Hour</u>	Number of <u>Hours *</u>	<u>Total Cost</u>
		\$ 60.00	_____	\$ _____
	* 3 hours minimum			
<input type="checkbox"/>	<u>Floor Preparation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$.10	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$.15	_____	\$ _____
<input type="checkbox"/>	<u>Excessive Floor Preparation *</u>	Price per <u>Hour</u>	Number of <u>Hours</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 25.00	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 45.00	_____	\$ _____
	* must be documented and approved by the State			
<input type="checkbox"/>	<u>Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
<input type="checkbox"/>	Regular Labor.	\$ 3.75	_____	\$ _____
<input type="checkbox"/>	Premium Labor.	\$ 3.95	_____	\$ _____

<input type="checkbox"/>	<u>'Lift System' Installation</u>	Price per <u>Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Cost</u>
		\$ 6.95 *	_____	\$ _____

* additional cost (added to the price per square yard for removal and installation)

<input type="checkbox"/>	<u>Long Term Storage (more than 30 days)</u>	Price per <u>Square Yard</u>	Number of <u>Square Feet</u>	<u>Total Cost</u>
		\$.25 *	_____	\$ _____

* one time charge, at agency request

<input type="checkbox"/>	<u>Prevailing Wage (additional charge)</u>	Additional Price <u>per Square Yard</u>	Number of <u>Square Yards</u>	<u>Total Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per square yard prices	\$ 1.25	_____	\$ _____
		Additional Price <u>per Hour</u>	Number of <u>Hours</u>	<u>Total Additional Cost</u>
<input type="checkbox"/>	add to dollar amount per hour prices	\$ 5.00	_____	\$ _____

TOTAL SERVICE COST: \$ _____

TOTAL PROJECT COST: \$ _____

TRAVEL:

There is no additional charge for travel to projects that include installation services. However, please note that agencies will incur a \$200.00 trip charge if the installation company arrives at a scheduled installation and the facility is not ready for installation of the carpet, and sufficient notice was not provided to the installation company in order to avoid making the trip.

RECYCLING:

The prices included in the services portion of this Contract include the recycling of old State carpet for projects that include the installation of new carpet by Lees and DBI or JCI. Lee's assures that no State carpet will be landfilled. Lee's will also recycle old State carpet when they are not involved in the installation of new carpet for the project. There is a small fee for this service, which is indicated on the attached Revised Installation Pricing sheet.